

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)  
INTERGOVERNMENTAL AGREEMENT  
between the  
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION  
AND THE  
VILLAGE OF FOX LAKE  
FOR  
KNOLLWOOD SUBDIVISION FLOOD MITIGATION PROJECT - PHASE 1

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as "SMC"), 500 West Winchester Road, Libertyville, Illinois 60048 and the Local Sponsor's name, (herein referred to as "Local Sponsor", Local Sponsor's address, City, Illinois ZIP.

ARTICLE I  
AWARD AND SMC/LOCAL SPONSOR(S) – SPECIFIC PROJECT INFORMATION

**1.1 Purpose.** The DCEO-STOCIP Program primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by DCEO and the SMC DCEO-STOCIP Policies and Procedures and this document. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County's four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

**1.2 Project Description.** The Knollwood Subdivision Flood Mitigation Project (PROJECT) is located in xx (refer to Exhibit 1). The PROJECT scope consists of elevating floodprone roadways, repair, and replacement of roadway drainage structures and adjacent appurtenances, and reconfiguring floodplain storage and flow patterns within the Knollwood Subdivision as depicted on the Concept Plan (refer to Exhibit 2).

**1.3 Amount of Grant Contribution.** Through this Agreement, SMC agrees to contribute, by means of reimbursement, eligible project expenses in an amount not to exceed \$2,100,000.00 from the Illinois Department of Commerce and Economic Opportunity (DCEO) Grant for implementation of the PROJECT. SMC Reimbursement is contingent upon funding from DCEO, Local Sponsor's compliance with the terms of the SMC's Grant Application to DCEO, the DCEO-SMC Grant Agreement, compliance with terms and conditions of DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations.

**1.4 Required Project Expense Match.** A Project Expense Match (PEM) of \$158,508.00 will be paid by the Local Sponsor to SMC to support administrative and engineering services. The PEM shall be paid to SMC by November 30, 2022.

**1.5 Project Management and Responsibilities for Project.** Program management and assigned responsibilities for all PROJECT phases is detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The Local Sponsor is the Project Manager for the PROJECT.

**1.6 Project Budget and Expense Responsibilities.** PROJECT expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budget in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

**1.7 Project Schedule.** The Project Schedule associated with all Scope of Work Tasks (Attachment A) is specified on Attachment C and incorporated herein.

ARTICLE II  
PURPOSE FOR GRANT/FLOOD MITIGATION BENEFITS

**2.0 Purpose for Grant and Flood Mitigation Benefits.** These streets provide critical access to a residential subdivision and when flooded, completely cut off vehicular access to the subdivision, including mail and medical deliveries, emergency medical, fire, and rescue capabilities. Residents are forced to park on IL Route 59 and wade in waist-deep water to access their flood-impacted homes. The use of Route 59 causes further disruption and safety problems on that State route. Implementation of this PROJECT would provide flood mitigation benefits for the properties, businesses, and roadways as shown in the damage analysis table below.

Watershed	DCEO Funding Project Cost Scalable Y/N	Damage Type	# Affected	Frequency of Occurrence (Previous 10 Years)	Weight Factor	Category Score
	\$2,136,000	Primary Property Damage	109	10	10	10900
Des Plaines	Y	Disruption of Business/Revenue	0	0	5	0
		Secondary Property Damage	106	10	3	3180
Almond ADT Value	1,400	Primary Road Damage	1	10	30	300
		Secondary Road Damage	4	10	10	400
		Nuisance Flooding	0	0	1	0
		<b>Project Damage Point Score</b>				<b>14780</b>

### ARTICLE III SMC TERMS AND CONDITIONS

**3.1 Regulatory Compliance.** The PROJECT shall comply with the Watershed Development Ordinance (WDO), and all regulations, laws, and statutes. It is the responsibility of the Local Sponsor to ensure that all necessary permits are secured prior to the implementation of the PROJECT. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

**3.2 National Flood Insurance Program (NFIP).** Local Sponsor shall be a member and in good standing with the NFIP and comply with SMC policies

**3.3 Landowner Agreements.** The Local Sponsor shall enter into appropriate legally binding arrangements to ensure that the land rights necessary for operation and maintenance procedures are possible in perpetuity for the PROJECT. All easements must be obtained prior to the start of construction. Documentation showing that the Local Sponsor has obtained the necessary deed or plat restrictions to construct and maintain the PROJECT shall be provided to SMC prior to start of the PROJECT. The cost of obtaining landowner agreements shall not be included in the PROJECT Budget (Attachment B), although the value of the PROJECT land rights may be added to the overall PROJECT cost. PROJECTS must be located on real property in which the Local Sponsor has interest evidenced by valid title or easement, extending in perpetuity. DCEO-STOCIP funding shall not pay for any easements or deed or plat restrictions, necessary to implement the PROJECT on property that is benefiting from the PROJECT.

**3.4 Operation and Maintenance Plan.** The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) for the PROJECT implemented under this Agreement to ensure its long-term viability. The O & M Plan shall include annual inspections and appropriate maintenance activities and shall be provided along with the project final report as described in Section 3.7 below. The O & M Plan shall identify the financial resources necessary for the implementation of the O & M Plan. Local Sponsor shall have the responsibility for maintenance of the PROJECT in perpetuity. O & M costs incurred that are not included in Attachment B, Item DCEO-10, "Other Construction Expenses," or occur after the terms specified in 6.1 are not eligible for reimbursement.

**3.5 PROJECT Implementation.** Only Project Expenses specified in Attachment B that are incurred during the term of this Agreement and after DCEO approval and execution of the project Agreement can be reimbursed.

Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C must be approved in writing by SMC.

**3.6 PROJECT Coordination.** The Project Manager shall provide PROJECT coordination and progress briefings as requested by SMC during the course of the PROJECT. Project Manager shall provide SMC monthly PROJECT Performance and Financial reports, based on DCEO reporting requirements, showing the progress of PROJECT implementation and financial summary for each Task/Phase of the PROJECT in accordance with the Project Schedule (Attachment C). Reports shall be submitted via email to the SMC Contact by the 7th day of the following month throughout the term of this Agreement as set forth in Sec. 6.1. Frequency of reporting requirements may be changed by SMC as required or allowed by DCEO.

**3.7 PROJECT Evaluation and Report.** The Project Manager shall provide a final report consisting of the following: an introduction; PROJECT description including pre- and post-conditions, methods of PROJECT installation; a summary of the bid quantities installed; and a final expenditure report for the PROJECT which includes a cost summary. Attachments to the final report shall include a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all PROJECT work including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. SMC will provide the Local Sponsor with a DCEO approved template for the final report and will provide the Local Sponsor assistance in completing the final report if needed. A final report which complies with the provisions of this Section must be provided to SMC prior to the final reimbursement request.

**3.8 PROJECT Audit.** SMC may audit any PROJECT for completeness of DCEO-STOCIP funded work products or deliverables, adherence to agreed schedules or extensions, and appropriateness of DCEO-STOCIP fund expenditures. Incomplete work products or deliverables, delays or beyond agreed deadlines may result in forfeiture of grant funding pursuant to the executed PROJECT agreement or a determination of ineligibility for the Local Sponsor, its authorized agents, representatives, and assigns to apply for future grants.

#### ARTICLE IV

#### DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and Local Sponsors.

**4.1 Lobbying Certification by Sub-awardees.** Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. Local Sponsor is also subject to certification and disclosure, as required by the final grant agreement from DCEO. Local Sponsor agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

**4.1.a. Improper Influence.** Local Sponsor certifies that no Grant Funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Local Sponsor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

**4.1.b. Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions and submit to the SMC.

**4.1.c. Lobbying Costs.** Local Sponsor certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

**4.1.d. Procurement Lobbying.** Local Sponsor warrants and certifies that it and, to the best of its knowledge, its sub-awardees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees, sub-awardees, and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**4.1.e. Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### **4.2 Maintenance and Accessibility of Records; Monitoring.**

**4.2a. Records Retention.** Local Sponsor shall maintain for three (3) years from the date of submission of the final expenditure report for the PROJECT adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECT, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

**4.2.b. Accessibility of Records.** Local Sponsor, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, SMC, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Local Sponsor shall cooperate fully in any such audit or inquiry.

**4.2.c. Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid or contributed by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

#### **4.3 Subcontracts/Sub-Grants.**

**4.3.a. Local Sponsor/Delegation.** Local Sponsor may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of SMC and Grantor. The requirement for Prior Approval is satisfied if the subcontractor has been identified in the Uniform Grant Application to the Grantor, such as, without limitation, a PROJECT Description, and Grantor has approved.

**4.3.b. Application of Terms.** Local Sponsor shall advise any subcontractor or subgrantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of SMC's Grant Application to DCEO and the DCEO-SMC Grant Agreement. In all agreements between Local Sponsor and subcontractors or subgrantees, SMC requires that all Local Sponsors adhere to the terms of the SMC's Grant Application to DCEO and the DCEO-SMC Grant Agreement.

#### **4.4 Additional Monitoring Provisions**

**4.4.a. Access to Documentation.** The Grant Contribution will be monitored for compliance in accordance with the terms and conditions of this Agreement, the SMC's Grant Application to DCEO and the DCEO-SMC Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that SMC or the Grantor promulgates or implements. The Local Sponsor must permit any agent authorized by the Grantor or SMC, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Local Sponsor involving transactions relating to this Award.

**4.4.b. Cooperation with Audits and Inquiries, Confidentiality.** Pursuant to Section 4.2, above, the Local Sponsor is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an audit or inquiry may require the Local Sponsor to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Local Sponsor personnel who are necessary to support the Local

Sponsor's response to the audit or inquiry. This confidentiality requirement shall not limit Local Sponsor's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Local Sponsor, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Local Sponsor shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Local Sponsor with the confidentiality requirement.

## ARTICLE V PROCUREMENT REQUIREMENTS AND CERTIFICATION

**5.1 Application of Terms.** The Local Sponsor agrees to comply with applicable federal and state laws and regulations and terms and conditions of the SMC's Grant Application to DCEO and the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. Local Sponsor shall also advise sub-contractors of the requirement to comply with such. By signing this Agreement, Local Sponsor acknowledges receipt of SMC's Grant Application to DCEO and the DCEO-SMC Grant Agreement.

**5.2 Additional Terms and Conditions.** Local Sponsor understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the SMC's Grant Application to DCEO and the DCEO-SMC Grant Agreement may impact reimbursement for the PROJECT; and if Local Sponsor's failure to comply decreases available funding, the Local Sponsor will not seek reimbursement for ineligible PROJECT costs from SMC.

**5.3 Certification.** By signing below, Local Sponsor certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Contributions received pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement. Local Sponsor acknowledges that the Grant Contribution provided is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Contribution funds received.

## ARTICLE VI TERM; COMPENSATION; TERMINATION

**6.1 Term of Agreement.** Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on July 1, 2021 and extends through July 1, 2023 however extensions up to one year can be requested subject to DCEO and SMC approval. Under no circumstances, can the project completion date be extended beyond July 1, 2026. Project expenses cannot be submitted for reimbursement from SMC or DCEO which are incurred after the grant agreement completion date. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

**6.2 Availability of Grant Appropriation.** Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred by either the Local Sponsor or SMC, up to a NOT TO EXCEED value of \$2,100,000.00. PROJECT expenses that exceed \$2,100,000.00 are not reimbursable and shall be paid by the Local Sponsor(s).

**6.3 Completion of PROJECT Activities.** The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including Attachment A (Scope of Work Tasks) and Attachment B (Project Expenses) and within the time period outlined in the Project Schedule (Attachment C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

**6.4 PROJECT Payments.** Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. The Local Sponsor shall be responsible for making payments to its contractor(s) and shall apply for reimbursement for eligible project expenses to the SMC.

**6.5 PROJECT Payment Reimbursement.** Reimbursement for project payments is subject to the PROJECT's, Local Sponsor's, Contractor's and Subcontractor's, and SMC's adherence to this Agreement and DCEO Terms and Conditions set forth in Articles IV and V of this Agreement. Reimbursement requests shall be submitted with the



monthly Performance and Financial report by the 7th day of the following month throughout the Agreement period, or as otherwise specified by SMC as allowed by DCEO.. In all circumstances PROJECT contractual obligations shall not be executed after December 31, 2024 and the PROJECT shall be completed and fully paid out by December 31, 2026.

#### **6.6 Termination of Agreement.**

**6.6.a.** This Agreement may be terminated, in whole or in part, by either party for any or no reason upon thirty (30) calendar days' written notice to the other Party. If terminated by Local Sponsor, Local Sponsor must include the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If SMC determines in the case of partial termination that the reduced or modified portion of the Grant Contribution will not accomplish the purposes for which the grant was made, SMC may terminate the Agreement in its entirety.

**6.6.b.** This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant: (1) to funding failure from DCEO; (2) Local Sponsor's failure to comply with terms and conditions of this Agreement or Local Sponsor has made a false representation in connection with receipt of compensation; (3) if Local Sponsor breaches this Agreement and fails to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

**6.6.c.** The termination of the Agreement in part shall not eliminate or reduce the amount of PEM costs Local Sponsor shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for all of time it spent administering the PROJECT prior to termination.

### **ARTICLE VII INDEMNIFICATION**

**7.1 Independent Contractor.** Local Sponsor is an independent contractor under this Agreement and neither Local Sponsor nor or any employee or agent of Local Sponsor is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds. Local Sponsor(s) will provide the agreed services and achieve the specified results free from direction or control by SMC as to the means and methods of performance. Local Sponsor(s) and any subcontractors will be required to provide their own equipment and supplies necessary to conduct their business; provided, however, that in the event, for its convenience or otherwise, SMC makes any such equipment available to Local Sponsor, Local Sponsor's use of such equipment or supplies provided by SMC pursuant to this Agreement shall be strictly limited to official SMC or state of Illinois business and not for any other purpose, including benefit or gain.

**7.2 Indemnification.** To the extent permitted by law, Local Sponsor agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from intentional torts, negligence or breach of contract of Local Sponsor, with the exception of acts performed in accordance with an explicit, written directive of SMC.

### **ARTICLE VIII NOTICES**

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to Local Sponsor contact:

NAME, TITLE  
ORGANIZATION  
ADDRESS  
CITY, IL ZIP  
Phone: NUMBER  
Email: EMAIL

If to SMC contact:

SMC STAFF, Staff Title  
Lake County Stormwater Management Commission  
500 W. Winchester Road  
Libertyville, IL 60048  
Phone: 847-377-7700  
Email: EMAIL

## ARTICLE IX MISCELLANEOUS

**9.1 Exhibits and Attachments.** Attachment A through C and all other exhibits and attachments hereto are incorporated herein in their entirety.

**9.2 Assignment Prohibited.** Local Sponsor acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Local Sponsor, to include an assignment of Local Sponsor's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Local Sponsor without the Prior Approval of SMC in writing shall render this Agreement null, void and of no further effect.

**9.3 Amendments.** This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

**9.4 Severability.** If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

**9.5 Applicable Law; Claims.** This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

**9.6 Headings.** Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

**9.7 Entire Agreement.** SMC and Local Sponsor acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or Local Sponsor.

**9.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Stormwater Management Commission and {Insert Name of Local Sponsor} have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

\_\_\_\_\_  
NAME, TITLE  
ORGANIZATION

\_\_\_\_\_  
Date

STORMWATER MANAGEMENT COMMISSION:

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Kurt Woolford, Executive Director  
Lake County Stormwater Management Commission

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Date

DRAFT



**Exhibit 1**  
**Site Location Map**

DRAFT

**Exhibit 2**  
**Concept Plan**

DRAFT

Attachment A - Scope of Work - LOCAL PARTNER NAME - PROJECT NAME			Assigned Responsibility (LS, SMC, Joint)	DCEO/SMC Attachment B Budget #
<b><u>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</u></b>				
1. Establish need and scope			Local Sponsor	SMC-4
2. Initiate early coordination with stakeholders and alignment on the project scope			Local Sponsor	SMC-4
3. Create concept plan and estimate project concept cost			Local Sponsor	SMC-4
4. Determine land rights needs			Local Sponsor	SMC-4
5. Conduct field inventories, environmental assessments			Local Sponsor	DCEO-1
6. Outline permitting with Local, State and Federal Permitting Authorities			Local Sponsor	DCEO-1
7. Obtain preliminary agreement with local partners			Local Sponsor	SMC-4
8. Investigate Alternative Funding Sources			Local Sponsor	SMC-4
<b><u>Phase 2: Design, Permitting and Land Rights</u></b>				
1. Project design development			Local Sponsor	DCEO-1
2. Land survey and geotechnical investigation			Local Sponsor	DCEO-1
3. Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA			Local Sponsor	DCEO-1
4. Assess property needs, negotiate with landowners, complete land rights process			Local Sponsor	DCEO-2
5. Utility investigations and relocation plan			Local Sponsor	DCEO-1
6. Finalize local partner agreements			Local Sponsor	SMC-4
7. Finalize alternative funding sources			Local Sponsor	SMC-4
8. Complete final construction plans and bids docs			Local Sponsor	DCEO-1
<b><u>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</u></b>				
1. Advertise for Bid/Vendors			Local Sponsor	DCEO-6
2. Conduct bid letting			Local Sponsor	DCEO-6
3. Contract Award			Local Sponsor	DCEO-6
4. Sureties/Bonds Setup			Local Sponsor	DCEO-6
5. Conduct pre-construction meeting			Local Sponsor	DCEO-6
6. Inspections/Construction oversight			Local Sponsor	DCEO-6
7. Traffic control/Utility Relocations			Local Sponsor	DCEO-6
8. Construction/Contract Management			Local Sponsor	DCEO-6
				DCEO-4,5,8,9,10,11
9. Construction Implementation			Contractor	SMC-2
10. Construction Contract Maintenance Period			Joint	DCEO-6
11. Project Closeout			Joint	DCEO-6
<b><u>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</u></b>				
1. Annual Project Inspection			Local Sponsor	SMC-3
2. Inspection Report Recommended Maintenance Items			Local Sponsor	SMC-3
3. Implementation of Maintenance			Local Sponsor	SMC-3

**Attachment B - Budget - LOCAL PARTNER NAME - PROJECT NAME**

DCEO Capital Budget Line Item Categories and Description: The below categories will need to be completed for both State funding (DCEO Grant) and non-State funding (local funds; other Grants, etc.) to complete the overall project.

Item#		DCEO Expense	Local Sponsor Expense
DCEO-1	Design/Engineering - costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Scope of Work. This task includes permitting tasks and associated fees during the design process.	N/A	-
DCEO-2	Building Land Purchase - cost to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or easement including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc.	N/A	-
DCEO-3	Wiring/Electrical - purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-4	Equipment/Material/Labor - purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the Scope of Work.	\$2,250,000	-
DCEO-5	Paving/Concrete/Masonry - purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-6	Construction Management/Oversight - costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.	N/A	-
DCEO-7	Mechanical System - purchase of materials necessary for completion of the project cope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-8	Excavation/Site Prep/Demo - costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.	\$500,000	-
DCEO-9	Plumbing - purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Scope of Work.	N/A	-
DCEO-10	Other Construction Expenses - costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Scope of Work.	N/A	-
DCEO-11	Contingency (10% Max) - coverage of potential cost overruns in any of the other utilized Grant Budget line items.	N/A	-
<b>Additional Non-Reimbursable Project Expenditure Line Item Categories and Description</b>			
SMC-1	Local Sponsor Project Expense Match Payment to SMC		\$314,036
SMC-2	Estimated Project Implementation and Construction Cost - Above Grant Award		\$2,197,092
SMC-3	Estimated Post Project Annual Operation, Inspection and Maintenance		TBD
SMC-4	Estimated Pre-Grant Project Expenses (Optional)		TBD
	<b>Subtotals</b>	\$2,750,000	\$2,511,128
	<b>Total Project Expenses</b>	<b>\$5,261,128</b>	

**ATTACHMENT C - Project SCHEDULE - LOCAL PARTNER NAME - PROJECT NAME**

[illegible]