



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: March 2, 2015
MEMO TO: Bonnie Thomson Carter, Chair
Planning and Restoration Committee
S. Michael Rummel, Chair
Finance and Administrative Committee

Agenda Item# 9.7

FROM: James L. Anderson, Director
Natural Resources

SUBJECT: Coordination and Vegetation Assessment and Monitoring Services for Lake Michigan Invasive Plant Strike Team at Chiwaukee Illinois Beach Lake Plain

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for coordination and vegetation assessment and monitoring services related to the Lake Michigan Strike Team Project at the Chiwaukee Illinois Beach Lake Plain to Chicago Botanic Garden in the Contract Price of \$57,233.00.

BACKGROUND: The Chiwaukee Illinois Beach Lake Plain (Lake Plain) includes areas adjacent to Lake Michigan between Kenosha Dunes in Wisconsin on the north to Waukegan Harbor Illinois on the South. The Lake Plain makes a significant contribution to the notable diversity of the Lake Michigan watershed and our Great lakes. Since 2011, owners of land within the Chiwaukee Illinois Beach Lake Plain (Lake Plain), including the Lake County Forest Preserve District (District), Wisconsin Department of Natural Resources, the Nature Conservancy, Illinois Department of Natural Resources (IDNR), and others, have worked together to implement coordinated invasive plant management through an Invasive Plant Strike Team to protect and restore the biodiversity of this important coastal ecosystem. In 2014, this partnership was expanded to include other public and non-profit owners of coastal natural areas in Lake County, including: Waukegan Park District, Park District of Highland Park, the City of Lake Forest, and Openlands. Together, with the District as the lead organization, the partners developed a proposal to the Sustain Our Great Lakes Stewardship grant program to implement invasive plant management across all coastal natural areas in the Lake Michigan watershed in Lake County, Illinois and southern Kenosha County in Wisconsin through a Lake Michigan Watershed Invasive Plant Strike Team. In addition to the partners identified above this proposal included partners such as the Northeast Illinois Invasive Plant Partnership (NIIPP) and the Plants of Concern Monitoring Program (POC) to assist in the coordination and assessment of the two-year management project. NIIPP and POC, both hosted by the Chicago Botanic Garden, are the only programs that work across the Chicago region and with multiple landowners within the Lake Michigan watershed to implement invasive plant control work and conduct vegetation assessment of rare plants.

The grant was awarded to the District in September 2014 in the amount of \$397,265.00. A portion of the grant estimated at \$57,301.00 was intended to fund project coordination and vegetation assessment and monitoring services related to the invasive plant management work performed through the Lake Michigan Invasive Plant Strike Team Project. NIIPP and POC will provide field data to assess the success of the Lake Michigan Invasive Plant Strike Team work and assist with the coordination of work on partner lands. The District has successfully worked with the Chicago Botanic Garden for similar services in the past and staff recommends entering into an Agreement with Chicago Botanic Garden for the performance of the project coordination and vegetation assessment and monitoring services.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Legal Counsel

FINANCIAL DATA: This project was approved as part of the adopted FY 2014/2015 Budget. This portion of the project was estimated at \$57,301.00. The actual cost of \$57,233.00 will be reimbursed by the Sustain Our Great Lakes Grant, awarded September 8, 2014, and will be charged to Natural Resource Grant Fund (69644100-803200-56050).

PRESENTER: James L. Anderson

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
 LAKE COUNTY FOREST PRESERVE DISTRICT
 REGULAR MARCH MEETING
 MARCH 2, 2015**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING AND RESTORATION COMMITTEE**; and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith "A Resolution Awarding a Contract to the Chicago Botanic Garden for Coordination and Vegetation Assessment and Monitoring Services related to the Lake Michigan Strike Team Project at the Chiwaukee Illinois Beach Lake Plain," and request its adoption.

PLANNING AND RESTORATION COMMITTEE:

FINANCE AND ADMINISTRATIVE COMMITTEE:

YEA NAY

YEA NAY

 Bonnie Thomson Carter, Chair

 S. Michael Rummel, Chair

Nick Sauer

 Nick Sauer, Vice Chair

Linda Pedersen

 Linda Pedersen, Vice Chair

Carol Calabresa

 Carol Calabresa

Steve Carlson

 Steve Carlson

 Bill Durkin

 Bill Durkin

Sandra Hart

 Sandra Hart

Sandra Hart

 Sandra Hart

 Diane Hewitt

 Aaron Lawlor

 Sid Mathias

Audrey Nixon

 Audrey Nixon

Craig Taylor

 Craig Taylor

Tom Weber

 Tom Weber

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO THE CHICAGO BOTANIC GARDEN FOR COORDINATION
AND VEGETATION ASSESSMENT AND MONITORING SERVICES RELATED TO THE LAKE MICHIGAN
INVASIVE PLANT STRIKE TEAM AT THE CHIWAUKEE ILLINOIS BEACH LAKE PLAIN**

WHEREAS, the Lake County Forest Preserve District (the "District") owns property known as Spring Bluff Forest Preserve that is part of the Chiwaukee Illinois Beach Lake Plain (the "Lake Plain") that makes a significant contribution to the notable biodiversity of the Lake Michigan watershed and the Great Lakes ecosystem: and

WHEREAS, the District has awarded a contract to Native Restoration Services, Inc., to perform invasive plant management and removal work at the Lake Plain through the Lake Michigan Watershed Invasive Plant Strike Team Project (the "Work"); and

WHEREAS, the District desires to purchase coordination and vegetation assessment and monitoring services related to the Work (the "Services"); and

WHEREAS, the Services will be funded through a portion of a Sustain Our Great Lakes Stewardship grant, which was awarded to the District in 2014; and

WHEREAS, the Director of Natural Resources and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Purchasing Manager has solicited a proposal for the Services; and

WHEREAS, the District's staff, the Purchasing Manager, the Director of Natural Resources, the Planning and Restoration Committee, and the Finance and Administrative Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal submitted by Chicago Botanic Garden be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Chicago Botanic Garden (the "Contract") in the amount of \$57,233.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Chicago Botanic Garden is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Award of Contract. The Contract for the Services in the amount of the Contract Price is hereby awarded to Chicago Botanic Garden, in substantially the form attached hereto.

Section 3. Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4. Payments. The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2015

AYES:

NAYS:

APPROVED this _____ day of _____, 2015

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

Lake County Forest Preserves

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CONTRACT BETWEEN

LAKE COUNTY FOREST PRESERVE DISTRICT

AND

CHICAGO BOTANIC GARDEN

FOR THE

COORDINATION AND VEGETATION ASSESSMENT

FOR THE

LAKE MICHIGAN WATERSHED

INVASIVE PLANT STRIKE TEAM

LAKE COUNTY, IL

TABLE OF CONTENTS

ARTICLE I - THE SERVICES	1
1.1 Performance of the Services	1
1.2 Commencement and Completion Dates.....	1
1.3 Required Submittals	2
1.4 Review and Incorporation of Contract Provisions.....	2
1.5 Financial and Technical Ability to Perform	2
1.6 Time.....	2
1.7 Consultant's Personnel and Sub-Consultants	2
1.8 Owner's Responsibilities	3
1.9 Owner's Right to Terminate or Suspend Services for Convenience.....	3
ARTICLE II - CHANGES AND DELAYS	4
2.1 Changes	4
2.2 Delays.....	4
2.3 No Constructive Change Orders	4
ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES.....	5
3.1 Representation of Compliance	5
3.2 Corrections	5
3.3 Risk of Loss	5
ARTICLE IV - INSURANCE; INDEMNIFICATION	5
4.1 Insurance.....	5
4.2 Indemnification	6
ARTICLE V - PAYMENT	6
5.1 Contract Price	6
5.2 Taxes, Benefits and Royalties	6
5.3 Progress Payments	6
5.4 Final Acceptance and Final Payment	7
5.5 Deductions.....	7
5.6 Accounting.....	8
ARTICLE VI - REMEDIES	8
6.1 Owner's Remedies	8
6.2 Terminations and Suspensions by Owner Deemed for Convenience	8
ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS	8
7.1 Binding Effect	8
7.2 Relationship of the Parties.....	9
7.3 No Collusion	9
7.4 Assignment.....	9
7.5 Confidential Information.....	9
7.6 No Waiver.....	10
7.7 No Third Party Beneficiaries	10
7.8 Notices.....	10
7.9 Governing Laws.....	10
7.10 Changes in Laws	10
7.11 Compliance with Laws and Grants	11
7.12 Ownership of Documents	11

LAKE MICHIGAN STRIKE TEAM
LAKE AND KENOSHA COUNTY
PROJECT NO: 56050-0120-117

7.13 Time..... 11
7.14 Severability 11
7.15 Entire Agreement..... 12
7.16 Amendments 12

- ATTACHMENT A – SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS
- ATTACHMENT B – CONSULTANT'S SCOPE OF WORK
- ATTACHMENT C – KEY PERSONNEL
- ATTACHMENT D – NATIONAL FISH AND WILDLIFE GRANT AGREEMENT

**CONTRACT BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT
AND
CHICAGO BOTANIC GARDEN
FOR THE
LAKE MICHIGAN WATERSHED INVASIVE PLANT STRIKE TEAM**

In consideration of the agreements set forth below, the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq., 1899 West Winchester Road, Libertyville, Illinois 60048, ("Owner") and Chicago Botanic Garden/Chicago Horticultural Society, fiscal agent for the Northeast Illinois Invasive Plant Partnership and Plant of Concern Monitoring Program, a(n) Illinois 501 C(3) Corporation, 1000 Lake Cook Road, Glencoe, Illinois 60022, ("Consultant") make this Contract as of March 10, 2015 and hereby agree as follows:

ARTICLE I - THE SERVICES

1.1 Performance of the Services

Consultant shall, at its sole cost and expense, provide, perform, and complete all of the following professional project and grant management and Plants of Concern monitoring services, all of which is referred to in this Agreement as the "Services":

- A. Professional Services. Provide, perform, and complete, in the manner described and specified in this Contract, all professional services necessary to accomplish the "Project," as defined in Attachment A, in accordance with the Scope of Services attached hereto as Attachment B.
- B. Approvals. Procure and furnish all approvals and authorizations specified in Attachment A.
- C. Insurance. Procure and furnish all required certificates and policies of insurance specified in Attachment A.
- D. Standard of Performance. Provide, perform, and complete all of the foregoing in full compliance with this Contract, in a professional manner, and in accordance with the standards of professional practice, care, and diligence in existence at the time of performance of the Services applicable to recognized and qualified consulting firms in the Chicago Metropolitan Area (the "Standard of Performance").

1.2 Commencement and Completion Dates

Consultant shall commence the Services not later than the "Commencement Date" set forth in Attachment A, and shall diligently and continuously prosecute the Services at such a rate as will allow the Services to be fully provided, performed and completed in full compliance with this Contract not later than the "Completion Date" or, if the Services are to be performed in separate phases, the "Completion Dates," set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

A. Submittals Required. Consultant shall submit to Owner all reports, documents, data, and information required to be submitted by Consultant under this Contract ("Required Submittals").

B. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in Attachment A, or otherwise in this Contract. If no time for submission is specified for any Required Submittal, then that Submittal shall be submitted within a reasonable time in light of its purpose and, in all events, in sufficient time, in Owner's opinion, to permit Owner to review that Submittal same prior to the commencement of any part of the Services to which that Submittal may relate. Owner shall have the right to require such corrections as may be necessary to make any Required Submittal conform to this Contract. No Services related to any Required Submittal shall be performed by Consultant until Owner has completed review of such Required Submittal with no exception noted. Owner's review and approval of any Required Submittal shall not relieve Consultant of the entire responsibility for the performance of the Services in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner. The Consultant shall not be held liable for claims of delay caused by the Owner's failure to timely review and approve any Required Submittal.

C. Responsibility for Delay. Consultant shall be responsible for any delay in the Services resulting from Consultant's, or its Sub-consultant's, delay in providing Required Submittals conforming to this Contract.

1.4 Review and Incorporation of Contract Provisions

Consultant represents and declares that it has carefully reviewed, and fully understands, this Contract, including all of its Attachments, all of which are by this reference incorporated into and made a part of this Contract.

1.5 Financial and Technical Ability to Perform

Consultant represents and declares that it is financially solvent, and has the financial resources necessary, and has sufficient experience and competent, and has the necessary capital, facilities, organization, and staff necessary to provide, perform, and complete the Services in full compliance with, and as required by or pursuant to, this Contract.

1.6 Time

Consultant represents and declares that the Contract Time is sufficient time to permit completion of the Services in full compliance with, and as required by or pursuant to, this Contract for the Contract Price.

1.7 Consultant's Personnel and Sub-Consultants

A. Consultant's Personnel. Consultant shall provide all personnel necessary to complete the Services, including without limitation, the "Key Project Personnel" identified in Attachment C. Consultant shall provide to Owner telephone numbers at which the Key Personnel can be reached on a 24-hour basis. Consultant and Owner may, by mutual agreement, make changes and additions to the designations of Key Project Personnel. Consultant shall have no claim for a Change Order, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination, reassignment, resignation, or substitution of Key Project Personnel.

B. Approval and Use of Sub-Consultants. Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All sub-consultants and subcontracts used by Consultant shall be acceptable to, and approved in advance by, Owner. Owner's approval of any sub-consultant or subcontract shall not relieve Consultant of full responsibility and liability for the provision, performance, and completion of the Services in full compliance with, and as required by or pursuant to, this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Consultant. Every reference in this Contract to "Consultant" shall be deemed also to refer to all sub-consultants of Consultant. Every subcontract shall include a provision binding the sub-consultant to all provisions of this Contract.

C. Removal of Personnel and Sub-Consultants. If any personnel or sub-consultant fails to perform the part of the Services undertaken by it in compliance with this Contract or in a manner reasonably satisfactory to Owner, Consultant, immediately upon notice from Owner, shall remove and replace such personnel or sub-consultant. Consultant shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such removal or replacement.

1.8 Owner's Responsibilities

Owner shall, at its sole cost and expense: (i) designate in writing a person with authority to act as Owner's representative and on Owner's behalf with respect to the Services except those matters that may require approval of Owner's Board of Commissioners; (ii) provide to Consultant all criteria and full information as to Owner's requirements for the Project or work to which the Services relate, including Owner's objectives and constraints, schedule, space, capacity and performance requirements, and budgetary limitations relevant to the Project; (iii) provide to Consultant all existing studies, reports, and other available data relevant to the Project; (iv) arrange for access to and make all provisions for Consultant to enter upon public and private property as reasonably required for Consultant to perform the Services; (v) provide surveys describing physical characteristics, legal limitations, and utility locations for the Project and the services of geotechnical engineers or other consultants when such services are reasonably requested by Consultant and are necessary for the performance of the Services, and are not already provided for in this Contract; (vi) provide structural, mechanical, chemical, air and water pollution tests, test for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law to be provided by Owner in connection with the Project; (vii) review Required Submittals and other reports, documents, data, and information presented by Consultant as appropriate; (viii) except as otherwise provided in Attachment A, provide approvals from all governmental authorities having jurisdiction over the Project when such services are reasonably requested by Consultant; (ix) attend Project related meetings; and (x) give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Services, provided, however, that failure to give such notice shall not relieve Consultant of any of its responsibilities under this Contract.

1.9 Owner's Right to Terminate or Suspend Services for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, at any time and for its convenience, to terminate or suspend the Services in whole or in part at any time by written notice to Consultant. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Consultant shall, as and to the extent directed, stop Services under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Services under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. Payment for Completed Services. In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Consultant (i) such direct costs, including overhead, as Consultant shall have paid or incurred for all Services done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination; and (ii) such other costs pertaining to the Services, exclusive of overhead and profit, as Consultant may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights, if any, to withhold and deduct as provided in this Contract.

ARTICLE II - CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes to the timing or scope of the Services to be provided pursuant to this Contract (a "Services Change Order"). When a Change Order causes an increase or decrease in the amount of the Services, an equitable adjustment in the Contract Price or Contract Time may be made. No decrease in the amount of the Services caused by any Change Order shall entitle Consultant to make any claim for damages, anticipated profits, or other compensation. Consultant shall not undertake any change in the Services without receipt of an executed Change Order from Owner.

2.2 Delays

For any delay resulting from a cause that Consultant could not reasonably avoid or control, Consultant, upon timely written application, shall be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Services.

2.3 No Constructive Change Orders

No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order. If Owner fails to issue a Change Order including or fully including an equitable adjustment in the Contract Price or Contract Time to which Consultant claims it is entitled or, if Consultant believes that any requirement, direction, instruction, interpretation, determination or decision of Owner entitles Consultant to an equitable adjustment in the Contract Price or Contract Time that has not been included or fully included in a Change Order, then Consultant shall submit to Owner a written request for the issuance of or revision of a Change Order including the equitable adjustment or the additional equitable adjustment in the Contract Price or Contract Time that Consultant claims has not been included or fully included in a Change Order. Such request shall be submitted before Consultant proceeds with any Work for which Consultant claims an equitable adjustment is due and shall, in all events, be submitted no later than two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction instruction, interpretation, determination or decision. Notwithstanding the submission of any such request, Consultant shall, unless otherwise directed by Owner within two (2) business days after receipt by Owner of such request, proceed without delay to perform the Work in compliance with the Change Order or as required, directed, instructed, interpreted or decided by Owner, and shall, pending a final resolution of the issue, keep a daily record of such Work. Unless Consultant submits such a request within two (2) business days after receipt of such Change Order or receipt of notice of such requirement, direction, instruction, interpretation, determination or decision, Consultant shall be conclusively deemed (i) to have agreed that such Change Order, requirement, direction, instruction, interpretation, determination or decision does not entitle Consultant to an equitable adjustment in the Contract Price or Contract Time; and (ii) to have waived all claims based on such Change Order, requirement, direction, instruction, interpretation, determination or decision.

ARTICLE III - CONSULTANT'S RESPONSIBILITY FOR DEFECTIVE SERVICES

3.1 Representation of Compliance

A. Scope of Representation. Consultant shall perform all Services in conformance with this Contract, free from defects and flaws in design, and in accordance with the Standard of Performance (the "Representation of Compliance").

B. Opinions of Cost. It is recognized that neither Consultant nor Owner has control over the costs of labor, material, equipment or services furnished by others or over competitive bidding, market or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, any opinions of probable Project costs or construction costs provided for herein are estimates only, made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional, familiar with the industry. Consultant does not guarantee that proposals, bids or actual Project costs or construction costs will not vary from opinions of probable cost prepared by Consultant.

3.2 Corrections

Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Contract. Consultant shall correct and remedy all of its errors, omissions, and negligent acts related to the Services, promptly and without charge.

3.3 Risk of Loss

The Services shall be provided, performed, and completed at the risk and cost of Consultant. Consultant shall be responsible for any and all damages to property or persons as a result of Consultant's errors, omissions, or negligent acts and for any losses or costs to repair or remedy any work undertaken by Owner based on the Services as a result of any such errors, omissions, or negligent acts. Notwithstanding any other provision of this Contract, Consultant's obligations under this Section 3.3 shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Consultant, to indemnify, hold harmless, or reimburse Consultant for such damages, losses, or costs.

ARTICLE IV - INSURANCE; INDEMNIFICATION

4.1 Insurance

Contemporaneous with Consultant's execution of this Contract, Consultant shall provide certificates and policies of insurance evidencing at least the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form reasonably acceptable to Owner and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise reasonably acceptable to Owner. Such insurance shall provide that no change to or cancellation of any insurance, nor any reduction in limits or coverage or other modifications affecting this Agreement, shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Owner. Consultant shall, at all times while providing, performing, or completing the Services, including without limitation at all times while providing corrective Services pursuant to Section 3.2 of this Contract, maintain and keep in force, at Consultant's expense, at least the minimum insurance coverage and limits set forth in Attachment A.

4.2 Indemnification

Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.

Owner, without regard to the availability or unavailability of any insurance, either of Consultant or Owner, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Consultant against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Owner's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Consultant.

~~Consultant, without regard to the availability or unavailability of any insurance, either of Owner or Consultant, shall, to the fullest extent permitted by law, indemnify, save harmless, and reimburse Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, that may arise or be alleged to have arisen out of or in connection with Consultant's negligent acts, errors, or omissions, except only to the extent caused by the negligence of Owner.~~

ARTICLE V - PAYMENT

5.1 Contract Price

Owner shall pay to Consultant, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Consultant shall accept in full satisfaction for providing, performing, and completing the Services, the amount or amounts set forth in Attachment A ("Contract Price"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes, Benefits and Royalties

The Contract Price includes applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits and all costs, royalties, and fees arising from the use on or the incorporation into the Services of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Consultant waives and releases any claim against Owner arising from the payment of any such tax, contribution, premium, benefit, cost, royalty, or fee.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in installments in the manner set forth in Attachment A ("Progress Payments").

B. Pay Requests. Consultant shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to reasonably establish Consultant's prior payment for all labor, material, and other things covered by the invoice and the absence of any lien or other interest of any party in regard to the Services performed under this Contract. In addition to the foregoing, such invoice shall include (i) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for

each phase; (ii) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; (iii) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase; and (iv) Consultant's certification that all prior Progress Payments have been properly applied to the Services with respect to which they were paid. Owner may, by written notice to Consultant, designate a specific day of each month on or before which pay requests must be submitted.

5.4 Final Acceptance and Final Payment

The Services or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by Owner of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed. The Services or each phase of the Services, as the case may be, shall be deemed accepted by Owner if not objected to in writing within sixty (60) days after submission by Consultant of the Services or such phase of Services for final acceptance and payment plus, if applicable, such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Services, or phase of Services, as the case may be. Within thirty (30) days after final acceptance, Owner shall pay to Consultant the balance of the Contract Price or, if the Services are to be performed in separate phases, the balance of that portion of the Contract Price with respect to such phase of the Services, after deducting therefrom charges, if any, against Consultant as provided for in this Contract ("Final Payment"). The acceptance by Consultant of Final Payment with respect to the Services or a particular phase of Services, as the case may be, shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, or demands for further payment of any kind for the Services or, if the Services are performed in separate phases, for that phase of the Services.

5.5 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract, such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (i) Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete; (ii) damage for which Consultant is liable under this contract; (iii) liens or claims of lien, regardless of merit; (iv) claims of Sub-consultants, suppliers or other persons, regardless of merit; (v) delay in the progress or completion of the Services; (vi) inability of Consultant to complete the Services; (vii) failure of Consultant to perform any of its obligations under this Contract; (viii) any other failure of Consultant to perform any of its obligations under this Contract; (ix) the cost to Owner including attorneys' fees and administrative costs of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.1 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.5A above until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Consultant under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered or sustained by Owner and chargeable to Consultant under this Contract.

5.6 Accounting

Consultant shall keep accounts, books, and other records of all its billable charges and costs incurred in performing the Services in accordance with generally accepted accounting practices, consistently applied, and in such manner as to permit verification of all entries. Consultant shall make all such material available for inspection by Owner, at the office of Consultant during normal business hours during this Contract and for a period of three years after termination of this Contract. Copies of such material shall be furnished, at Owner's expense, upon request.

ARTICLE VI - REMEDIES

6.1 Owner's Remedies

If it should appear at any time prior to Final Payment that Consultant has failed or refused to prosecute, or has delayed in the prosecution of the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this contract, or has attempted to assign this Contract or Consultant's rights under this contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused or delayed to perform or satisfy any other requirement of this Contract, or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Consultant's receipt of written notice of such Event of Default, Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- A. Owner may require Consultant, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming or incomplete to accelerate all or any part of the Services, and to take any or all other action necessary to bring Consultant and the Services into strict compliance with this Contract.
- B. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete or dilatory Services as part thereof and make an equitable reduction in the Contract Price.
- C. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
- D. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Consultant any and all costs including attorneys' fees and administrative expenses incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
- E. Owner may recover any damages suffered by Owner.

6.2 Terminations and Suspensions by Owner Deemed for Convenience

Any termination or suspension by Owner of Consultant's rights under this Contract for an alleged Event of Default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.9 of this Contract.

ARTICLE VII - LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding on Owner and Consultant and on their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Contract shall be construed (i) to create the relationship of principal and agent, partners, or joint ventures between Owner and Consultant or (ii) to create any relationship between Owner and any sub-consultant of Consultant.

7.3 No Collusion

Consultant hereby represents and certifies that Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Consultant hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has, in procuring this Contract, colluded with any other person, firm, or corporation, then Consultant shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Consultant hereby represents and warrants that neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Consultant nor any person affiliated with Consultant or that has an economic interest in Consultant or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Consultant shall not (i) assign this Contract in whole or in part, (ii) assign any of Consultant's rights or obligations under this Contract, or (iii) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Consultant.

7.5 Confidential Information

All information supplied by Owner to Consultant for or in connection with this Contract or the Services shall be held confidential by Consultant and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Services.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner, nor any order by Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Services by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Services, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Consultant or of any requirement or provision of this Contract or of any remedy, power or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation (other than Owner and Consultant) shall be made or be valid against Owner or Consultant.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in the United States mail, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048
Attention: Debbie Maurer

Notices and communications to Consultant shall be addressed to and delivered at the following address:

NAME Chicago Botanic Garden
ADDRESS 1000 Lake Cook Road
CITY STATE Glencoe, IL 60022
Attention: Cathy McGlynn, NIIPP Coordinator

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section 7.8, Owner and Consultant each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Consultant under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws and Grants

Consultant shall perform, or cause its Sub-consultants to perform, the Services in accordance with all required governmental permits, licenses, or other approvals and authorizations, and with applicable statutes, ordinances, rules, and regulations. This requirement includes, but is not limited to, compliance with the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with applicable conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be liable for any fines or civil penalties that may be imposed or incurred by a governmental agency with jurisdiction over the Services as a result of Consultant's or its sub-consultants' improper performance of, or failure to properly perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Ownership of Documents

Consultant and Consultant's sub-consultants shall be deemed the original authors and owners respectively of materials produced pursuant to this Contract and shall retain all common law, statutory and other reserved rights, including copyrights. Consultant hereby grants and conveys to Owner perpetual, irrevocable non-exclusive rights and license to use all Required Submittals and other materials produced under this Contract for District purposes and no other purposes. The Owner agrees to defend and hold the Consultant and the Consultant's sub-consultants harmless from any causes of action, claims, losses, damages and expenses of any nature whatsoever, including reasonable attorney's fees, resulting from any unauthorized re-use of the Consultant's and Consultant's sub-consultants' materials.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Consultant with respect to the accomplishment of the Services and the payment of the Contract Price therefore, and there are no other understandings or agreements, oral or written, between Owner and Consultant with respect to the Services and the compensation therefore.

7.16 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Consultant.

IN WITNESS WHEREOF, Owner and Consultant have caused this Contract to be executed as of the day and year first written above.

(SEAL)

Attest/Witness

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Julie A. Gragnani
Title: Secretary

Alex Ty Kovach
Title: Executive Director

Attest/Witness

CHICAGO BOTANIC GARDEN

By: _____

Title: _____

By: _____
Thomas Nissley
Title: Vice President & CFO

ATTACHMENT A - SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. Project:

Provide project and grant management and Plants of Concern monitoring services for the Lake Michigan Invasive Plant Strike Team project, which services include:

Grant Management Services

The NIIPP Coordinator shall be responsible for the following assisting the Owner with the following Grant Management Services:

- a. Collection and summarization of all information (financial match contributions, expenditures, acres of restoration work completed by partners, target populations controlled) for grant reporting purposed per the schedule provided in Attachment A, item 4.
- b. Coordinating and hosting partner meetings related to the project.
- c. Preparing and presenting project information at regional meetings during the duration of the project.

2. Project Management Services

The NIIPP Coordinator shall be responsible for providing the following Project Management Services:

- a. Review of Lake Michigan Strike Team contract specifications and bids
- b. Coordination of scheduling of Lake Plain Strike Team work on partner lands, including developing and communicating a detailed schedule of work with the contractor and the partners.
- c. Coordination and participation in ground-truthing of target plant populations with partners and the contractor
- d. Development of baseline assessment methods and baseline assessment of target populations (50% of all populations controlled, approximately 200 population [in addition to those assessed by Plants of Concern]).
- e. Regular communication with partners and contractor (bi-weekly) to review status of work, weekly schedules, and progress.
- f. Assessment of kill rates on target populations and communication with partners and the contractor to schedule follow-up field visits for additional control work.
- g. Final assessment of control success on 200 target populations, including documentation of: 1) the number of early detection populations controlled, 2) the number of high priority invasive plant species controlled that are widespread, but found in isolated expanding populations.
- h. Updating and entering data on target populations into the New Invaders Watch Program Database.
- i. Providing partners regular updates on herbicide applications to target populations included in the project area.
- j. Establishing at least 25 photo points with initial images showing pre-treatment conditions. Photo points shall be re-shot each growing season within a two week window in June. Photos shall be high resolution, appropriate for printing purposes.
- k. Work with partners to determine where and when native seeding will be needed in control areas.

- I. Preparation of final report for Owner and partners including a complete record of control methodology, maps, and new populations identified by contractor

3. Plants of Concern Monitoring Services

- a. Assessment of 90 rare plant sub-populations found in the ravines and bluff tops in the vicinity of control activities after control activities are completed (spring and early summer 2017) using POC monitoring protocol.
- b. Written report of pretreatment baseline conditions and change in invasive plant populations threats to rare plant populations after control actions.
- c. Entering of Plants of Concern monitoring data on the 90 rare plant populations found in ravines and bluff tops in the POC database.

The Services include, but are not limited to, all of the Services provided in Consultant's detailed Scope of Work. See Attachment B.

- 2. Approvals and Authorizations:
 Consultant shall obtain the following approvals and authorizations from the following governmental bodies on or before the following dates:

<u>Approval/Authorization</u>	<u>Date</u>
NONE	

- 3. Commencement Date:
 March 24, 2015

- 4. Completion Date:
 July 30, 2017

Performance Service	Completion Date
Completion of baseline assessment of Target Populations	Friday, October 02, 2015
Coordination of Annual Financial Report	Thursday, October 15, 2015
Coordination of Interim Project Report	Tuesday, December 15, 2015
Coordination of Annual Financial Report	Monday, October 17, 2016
Coordination of Interim Project Report	Thursday, December 15, 2016
Completion of Target Population Control Success Assessment	Monday, July 03, 2017
Completion of Lake Michigan Watershed Invasive Plant Strike Team Work	Monday, July 03, 2017
Completion of Plants of Concern Monitoring	Monday, July 03, 2017
Coordination of Final Financial Report	Friday, July 14, 2017
Coordination of Final Project Report	Friday, July 14, 2017

- 5. Insurance Coverage:
 - A. Worker's Compensation and Employer's Liability with limits not less than:
 - (1) Worker's Compensation: Statutory

- (2) Employer's Liability:
 - a. \$1,000,000.00 injury-per-occurrence
 - b. \$1,000,000.00 disease-per-employee
 - c. \$1,000,000.00 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.00 for vehicles owned, non-owned or rented. All employees shall be included as insured's.
- C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - (1) General Aggregate: \$2,000,000.00
 - (2) Bodily Injury: \$2,000,000.00 per person
\$2,000,000.00 per occurrence
 - (3) Property Damage: \$2,000,000.00 per person
\$2,000,000.00 aggregate

Coverages shall include:

- ❖ Broad Form Property Damage Endorsement
 - ❖ Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance with a limit of liability of not less than \$1,000,000.00 per claim and aggregate, and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
 - E. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
 - F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 - ❖ Worker's Compensation Policy
 - ❖ Professional Liability insurance
 - G. Other Parties as Additional Insured. In addition to Owner, the following parties shall be named as Additional Insured on the following policies:

Additional Insured	Policy or Policies
<u>NA</u>	<u>NA</u>

- 6. Contract Price:
 - A. Schedule of Prices - Hourly/Not to Exceed:

For providing, performing, and completing all Services, Consultant shall be compensated for all services rendered by principals and employees directly on the Project at the following hourly rates for the following positions:

POSITION	HOURLY RATE
Northeast Illinois Invasive Plant Partnership Coordinator (includes CBG fiscal Agent Services)	\$31.50
Plants of Concern Manager (includes CBG fiscal Agent Services)	\$29.77
Plants of Concern Research Assistant (includes CBG fiscal Agent Services)	\$20.60

Owner shall also reimburse Consultant for the following (and no other) reimbursable costs and expenses in the following amounts, which shall be reimbursed at the actual out of pocket cost to Consultant:

REIMBURSABLES	AMOUNT
Mileage	\$5,600.00

Notwithstanding the foregoing, the total portion of the Contract Price based on Consultant's hourly rates of principals and employees shall not exceed \$51,633.00 (\$39,312.00 for project and grant management, \$12,321.00 for Plants of Concern monitoring) and the total portion of the Contract Price based on reimbursable expenses shall not exceed \$ 5,600.00.

For providing, performing and completing all Services, the total Contract Price of:

Fifty One Thousand Six Hundred Thirty Three Dollars and Zero Cents
 (in writing)

\$51,633. Dollars and 00 Cents
 (in figures)

There shall be no additional costs.

7. Payments:

Regardless of whether the Contract Price is based upon hourly rates or a lump sum, Consultant shall, not later than ten (10) days after execution of the Contract and before submitting its first pay request, submit to Owner a schedule showing the value of each component part or phase of the Services in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the lump sum Contract Price or the not to exceed Contract Price, as the case may be. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts or phases of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule. When a component or phase of the Services, as identified in the Breakdown Schedule, is complete, Owner will pay Consultant the value of such component or phase as provided in the Breakdown Schedule; however, Owner shall not be required to make payments more frequently than once per month.

All pay requests from Consultant shall be made using the pay request format supplied by Owner.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If

LAKE MICHIGAN STRIKE TEAM
LAKE AND KENOSHA COUNTY
PROJECT NO: 56050-0120-117

Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such payments based on Owner's determination of the value of the Services completed.

ATTACHMENT B - CONSULTANT'S SCOPE OF WORK

Background

Funded by the National Fish and Wildlife Foundation's Sustain Our Great Lakes Stewardship Program with funding from the U.S Fish and Wildlife Service, the Lake Michigan Early Detection Invasive Plant Strike Team will provide watershed landowners a means to effectively and efficiently control a suite of 18 priority invasive plant species across 400 populations within 5,400 acres of high quality coastal natural areas in Kenosha County Wisconsin and Lake County Illinois, complementing on-going habitat restoration work and expanding the reach of a regional Early Detection and Rapid Response (EDRR) strategy in northeast Illinois and southeast Wisconsin. The coastal natural areas located between the City of Kenosha, Wisconsin and Highland Park, Illinois support the best remaining and most diverse ecosystems along the southwestern shore of Lake Michigan. This network of unique natural areas supports eighteen different habitat types, including globally significant pannes, fens, sedge meadows, wet prairies, ravine seeps and Lake Michigan tributaries, as well as pebble beaches, sand dunes, savannas and woodlands, creating habitat for over 1,050 native plant species and at least 100 state threatened (ST) or endangered (SE) plant and animal species.

Over 5,400 acres of natural areas in this coastal area are protected and managed by 15 organizations, agencies and businesses, each dedicated to the long-term conservation and protection of these coastal resources. Landowners include: Wisconsin Department of Natural Resources (Kenosha Dunes and Chiwaukee Prairie State Natural Area), The Nature Conservancy (Wisconsin Chapter), University of Wisconsin Parkside, the Village of Pleasant Prairie (jointly own Chiwaukee Prairie State Natural Area), Lake County Forest Preserves (Spring Bluff Nature Preserve, Lyons Woods Nature Preserve, Greenbelt Forest Preserve and Jane's and Hutchinson Ravines, Fort Sheridan Forest Preserve), Village of Winthrop Harbor (Novatny Park, Dead Dog Creek Ravine), Illinois Department of Natural Resources (Illinois Beach State Park and Nature Preserve), Zion Park District (Hosha Prairie, Illinois Natural Areas Inventory Site, Zion Solutions (shoreline owned by Exelon), Waukegan Park District (Glen Flora Ravine), Lake Bluff Open Lands Association, City of Lake Forest and Lake Forest Open Lands Association (own and manage, respectively, McCormick and Seminary Ravines), Openlands Association (Lakeshore Preserve, Nature Preserve), Park District of Highland Park (Central, Millard, and Moraine Parks). In addition, right-of-way partners, such as Illinois Department of Transportation, are dedicated to managing their lands to prevent the spread of invasive plants along major roadways that can act as pathways of spread.

Second to prevention, EDRR is the most effective strategy in stopping new invasive species from gaining a foothold and widespread species from regaining a foothold or establishing new populations. The desired ecological condition of this coastal area is a biologically diverse system with viable and sustainable native species populations that is not negatively impacted by invasive plants. The overall goal of this project is the protection and enhancement of existing high quality resources, including maintenance of native plant community composition and habitat structure in coastal wetlands, associated uplands and beaches to provide suitable habitat for rare plant and wildlife species, as well as habitat for more common native species that contribute to the significant biological diversity of the coastal area. Focusing on a suite of invasive species that regional experts agree are either of early detection status or are high priority for containment allows partners to focus limited funds in a coordinated approach,

utilizing consistent, proven control methods and best management practices with an objective of controlling at least 400 target invasive plant populations. Specifically the project will achieve: 1) the containment or eradication of early detection invasive plant species within the highest quality coastal communities, including: lyme grass (*Ieymus arenarius*), Japanese knotweed (*Polygonum cuspidatum*), spotted knapweed (*Centaurea maculosa*), winged burning bush (*Euonymus alatus*), barberry (*Berberis thunbergii*), oriental bittersweet (*Celastrus orbiculatus*), goutweed (*Aegopodium podagraria*), black swallow-wort (*Vincetoxicum nigrum*), and lesser celandine (*Ranunculus ficaria*); and 2) containment or eradication of isolated small populations of widespread invasive plant species, including: common reed (*Phragmites australis*), common buckthorn (*Rhamnus cathartica*), Cattail (*Typha angustifolia* and *Typha x. glauca*), cemetery spurge (*Euphorbia cyperinus*), dames rocket (*Hesperis matronalis*), sweet clovers (*Melilotus* sp.), crown vetch (*Coronilla varia*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), and common teasel (*Dipsacus laciniatus*). Secondly, this project will add to the working knowledge of EDRR species occurrences and management through updates to the New Invaders Watch Program online database.

Grant administration and procurement of a contractor to complete strike team control efforts over a two year period shall be completed by the Owner. The project goal is to control or eradicate at least 400 populations of eight early detection species and ten widespread species. The metric used to evaluate success of both outcomes will be the number of populations treated by control measures where 95% -100% kill is achieved each year.

Grant Management Services

The NIIPP Coordinator shall be responsible for the following assisting the Owner with the following Grant Management Services:

- d. Collection and summarization of all information (financial match contributions, expenditures, acres of restoration work completed by partners, target populations controlled) for grant reporting purposed per the schedule provided in Attachment A, item 4.
- e. Coordinating and hosting partner meetings related to the project.
- f. Preparing and presenting project information at regional meetings during the duration of the project.

4. Project Management Services

The NIIPP Coordinator shall be responsible for providing the following Project Management Services:

- a. Review of Lake Michigan Strike Team contract specifications and bids
- b. Coordination of scheduling of Lake Plain Strike Team work on partner lands, including developing and communicating a detailed schedule of work with the contractor and the partners.
- c. Coordination and participation in ground-truthing of target plant populations with partners and the contractor
- d. Development of baseline assessment methods and baseline assessment of target populations (50% of all populations controlled, approximately 200 population [in addition to those assessed by Plants of Concern]).

- e. Regular communication with partners and contractor (bi-weekly) to review status of work, weekly schedules, and progress.
- f. Assessment of kill rates on target populations and communication with partners and the contractor to schedule follow-up field visits for additional control work.
- g. Final assessment of control success on 200 target populations, including documentation of: 1) the number of early detection populations controlled, 2) the number of high priority invasive plant species controlled that are widespread, but found in isolated expanding populations.
- h. Updating and entering data on target populations into the New Invaders Watch Program Database.
- i. Providing partners regular updates on herbicide applications to target populations included in the project area.
- j. Establishing at least 25 photo points with initial images showing pre-treatment conditions. Photo points shall be re-shot each growing season within a two week window in June. Photos shall be high resolution, appropriate for printing purposes.
- k. Work with partners to determine where and when native seeding will be needed in control areas.
- l. Preparation of final report for Owner and partners including a complete record of control methodology, maps, and new populations identified by contractor

5. Plants of Concern Monitoring Services

- a. Assessment of 90 rare plant sub-populations found in the ravines and bluff tops in the vicinity of control activities after control activities are completed (spring and early summer 2017) using POC monitoring protocol.
- b. Written report of pretreatment baseline conditions and change in invasive plant populations threats to rare plant populations after control actions.
- c. Entering of Plants of Concern monitoring data on the 90 rare plant populations found in ravines and bluff tops in the POC database.

ATTACHMENT C - KEY PERSONNEL

1. Key Project Personnel – Owner

NAMES	TELEPHONE NUMBERS
Debbie Maurer (office)	847-968-3285
Debbie Maurer (cell)	847-276-6943

2. Key Project Personnel – Consultant

NAMES	TELEPHONE NUMBERS
Cathy McGlynn, NIIPP (office)	847-242-6423
Cathy McGlynn, NIIPP (cell)	845-667-4981
Rachel Goad, POC	847-835-6927

3. Others

NAMES	TELEPHONE NUMBERS
Ryan London, Lake Forest Openlands Association	847-707-9869
Rebecca Grill, Park District of Highland Park	847-831-3810
Brad Semel, IDNR	630-399-3242
Amiee Collins, Openlands	312-863-6250
Marty Johnson -WDNR	262-945-9461
Pam Holy, Chiwaukee Prairie Preservation Fund	773-515-2772
Chuck Myers, City of Lake Forest	847-604-9149, 847-810-3565
Kevin Meyers – Village of Pleasant Prairie	262-694-1403
Dave Rogers, University of Wisconsin-Parkside	608-572-0556
Tim Grimsheid, Waukegan Park District	847-360-4711

LAKE MICHIGAN STRIKE TEAM
LAKE AND KENOSHA COUNTY
PROJECT NO: 56050-0120-117

Larry McCotter, Lake Bluff Openlands Association	847-234-2860
Karen Tharp, TNC	312-580-2100
John Legge, ICMP	312-814-9694
Rick Wanner, IDOT	847-705-4171
Scott Fuller, Village of Winthrop Harbor	847-746-3505
Darlene Murphy, Zion Solutions	224 789-4067

**NATIONAL FISH AND WILDLIFE FOUNDATION
GRANT AGREEMENT**

PROJECT: 0501.14.044220 (Lake Michigan Watershed Early Detection Invasives Strike Team (WI, IL))

PROPOSAL ID: 44220

NFWF RECIPIENT: Lake County Forest Preserve District

RECIPIENT TYPE: State or Local Government

PERIOD OF PERFORMANCE: January 1, 2015 to July 30, 2017

PROJECT DESCRIPTION: Control populations of high priority invasive plant species using early detection in wetlands, grasslands, and ravines along the Lake Michigan coastline in southern Wisconsin and northern Illinois. Project will prevent habitat degradation associated with invasive plant infestations at high-priority habitats occupied by many rare and imperiled species.

NFWF AWARD: \$397,265

FUNDING SOURCE

U.S. Fish and Wildlife Service (FC.R224)

CFDA NUMBER

15.662

NON-FEDERAL MATCH REQUIREMENT: \$185,500

FEDERAL MATCH REQUIREMENT: N/A

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Recipient for the purposes of satisfactorily performing the Project described in a full proposal titled "Lake Michigan Watershed Early Detection Strike Team (WI&IL)" and incorporated into this grant agreement by reference. Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above.

NFWF RECIPIENT CONTACT INFORMATION

Recipient Name: Debbie Maurer
Recipient Address: 1899 West Winchester Road
Libertyville, IL 60048
Recipient Phone: 847-276-6943
Recipient Email: dmaurer@lcfpd.org

NFWF CONTACT INFORMATION

NFWF Grants Administrator: Margette Bourne
NFWF Address: 1133 Fifteenth Street, NW
Suite 1100
Washington, DC 20005
NFWF Phone: 202-857-0166
NFWF Fax: 202-857-0162
NFWF Email: Margette.Bourne@nfwf.org

NFWF PROCESS

Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following three criteria: 1) Matching Contributions must be non-federal in nature and not presented as match to any other federal program(s); 2) Matching Contributions must be committed directly to the Project and must be used within the Period of Performance as identified on page 1 of this grant agreement; and 3) Matching Contributions must be voluntary in nature. Funds presented for fulfillment of mitigation, restitution, or other permit or court-ordered settlements are not eligible.

Documentation of Matching Contributions.

1. Cash, Goods and Services, and/or Property. The NFWF Recipient must report to NFWF as a part of the final report, the Matching Contributions received by the NFWF Recipient and expended in connection with the Project. The match report must include the name and address and contribution amount of any donor who contributes \$500 or more to the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in the OMB Circulars.

2. Property. The NFWF Recipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

The NFWF Recipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed property at its place of business in the event of an audit of the NFWF Recipient as required by applicable Federal regulations.

Restrictions on Use of Funds.

No Funds provided by NFWF pursuant to this grant agreement or Matching Contributions may be used to support overhead/indirect costs, litigation expenses, lobbying activities, terrorist activities, or activities in violation of the Foreign Corrupt Practices Act.

Payment of Funds.

To be eligible to receive funds, NFWF Recipient must 1) return to NFWF an original executed copy of the grant agreement for the Project; 2) submit any due financial and programmatic reports; and 3) submit a complete and accurate payment request. NFWF Recipient may request funds by submitting a Payment Request via Easygrants. In the event that submission of a Payment Request via Easygrants is not possible, NFWF Recipient may arrange with their NFWF Grants Administrator to submit the Payment Request via alternate means. NFWF Recipient may request advance payment of funds prior to expenditure provided that 1) NFWF Recipient demonstrates an immediate need for advance payment; and 2) NFWF Recipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Recipient's needs. In all other

cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

Interim Programmatic Reports.

The NFWF Recipient will submit an interim programmatic report to NFWF based on the reporting schedule below. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system.

Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Recipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Recipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

Final Reports.

No later than 90 days after the completion of the Project, the NFWF Recipient will submit 1) a final financial report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; 2) a final programmatic report summarizing and evaluating the accomplishments achieved during the Period of Performance; 3) a representative number of photographs depicting the Project; and 4) copies of any publications, press releases and other appropriate products resulting from the Project. The final reports should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final report submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

Reporting Due Dates.

October 31, 2015	Annual Financial Report
January 1, 2016	Interim Programmatic Report
October 31, 2016	Annual Financial Report
January 1, 2017	Interim Programmatic Report
October 30, 2017	Final Financial Report
October 30, 2017	Final Programmatic Report

Amendments.

During the life of the Project, the NFWF Recipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the Project by the end of the Period of Performance, or in submitting reports by their due dates. If the NFWF Recipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Recipient must seek approval from the Grants Administrator. Amendment requests should be initiated by the NFWF Recipient upon determination of a deviation from the original grant agreement. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary. Amendment requests are to be submitted via NFWF's Easygrants system.

Termination.

Failure by the NFWF Recipient to comply with any material term of this grant agreement shall be deemed to be a default in this grant agreement and constitute cause for NFWF to terminate this grant agreement by written notice to the NFWF Recipient and to pursue any legal remedy to which NFWF may be entitled.

The NFWF Recipient may terminate this grant agreement by written notice to NFWF. In the event of termination of this grant agreement prior to Project completion, the NFWF Recipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

- a. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).
- b. Place no further work orders or enter into any further subawards or subcontracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.
- c. Terminate all pending Project work orders, subawards, and subcontracts for work that has not yet commenced.
- d. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and subcontracts.
- e. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Recipient under this grant agreement, whether completed or in progress.
- f. Return to NFWF any unobligated portion of the Award.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

Binding Obligation.

This grant agreement has been duly executed by a representative of the NFWF Recipient with full authority to execute this grant agreement and bind the NFWF Recipient to the terms hereof. After execution by the representative of the NFWF Recipient named on the signature page hereto, this grant agreement will represent the legal, valid, and binding obligation of the NFWF Recipient, enforceable against the NFWF Recipient in accordance with its terms.

Assignment, Subawards and Subcontracts.

The NFWF Recipient may not assign this grant agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF. The NFWF Recipient may not provide subawards nor enter into subcontracts without the prior written approval of NFWF. Subawards and subcontracts with known parties disclosed in the proposal budget are deemed to be approved.

Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Recipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Recipient beyond the terms stated in this grant agreement.

Publicity and Acknowledgement of Support.

The NFWF Recipient agrees to give appropriate credit to NFWF and any Funding Sources identified in this grant agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this grant agreement or any of the project deliverables associated with this grant agreement. The NFWF Recipient must obtain prior NFWF approval for the use of the NFWF logo or the logo of any Funding Source on any public information releases concerning this Award.

Posting of Final Reports.

The NFWF Recipient gives NFWF the right and authority to publicize NFWF's financial support for this grant agreement and the Project in press releases, publications and other public communications. The NFWF Recipient hereby acknowledges its consent for NFWF and any Funding Source identified in this grant agreement to post its final reports on their respective websites. In the event that the NFWF Recipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Recipient shall so notify NFWF and any Funding Source identified in this grant agreement and

clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

Website Links.

The NFWF Recipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Recipient in connection with the Project.

Evaluation.

The NFWF Recipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the date on which the final financial and programmatic reports are provided.

Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this grant agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this grant agreement.

Indemnity.

The NFWF Recipient shall indemnify and hold harmless NFWF, any Funding Source identified in this grant agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the Project. The terms of this provision will survive termination of this grant agreement.

Choice of Law/Jurisdiction.

This grant agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this grant agreement, the NFWF Recipient agrees to submit to the jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this grant agreement.

Compliance with Laws.

In conducting its activities relating to the Project, the NFWF Recipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this grant agreement.

Insurance.

The NFWF Recipient agrees to obtain and maintain all appropriate insurance against liability for injury to persons or property from any and all activities undertaken by the NFWF Recipient and associated with this Award in any way. The terms of this provision will survive termination of this grant agreement.

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
RELATING TO FEDERAL FUNDS**

The NFWF Recipient must read and understand certain Federal regulations, including but not limited to, those identified below which may be located on the Internet at <www.whitehouse.gov/omb/circulars/index.html>. If a NFWF Recipient does not have access to the Internet, it should ask its NFWF Grants Administrator for copies. Many Federal agencies have agency-specific regulations that govern the issuance of awards and subawards with their funds; it is the obligation of the NFWF Recipient to review and comply with any such regulations issued by its Federal agency Funding Source(s).

If the NFWF Recipient is a non-profit organization, it will need to understand and comply with (i) OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

If the NFWF Recipient is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

A-133 Audits.

If the NFWF Recipient is any type of U.S. organization and it expends an aggregate of \$500,000 or more from all Federal sources in a fiscal year, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which it will need to understand and comply with, in addition to other applicable Federal regulations.

Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Recipient that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF.

Subcontractor Lobbying.

The NFWF Recipient agrees, to the best of his or her 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 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 influencing or attempting to influence an officer or employee of any agency, 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.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subcontractor Debarment and Suspensions.

The NFWF Recipient shall enter into no contract or subcontract using Federal funds provided by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689 (Debarment and Suspension).

Disclaimers.

Payments made to the NFWF Recipient under this grant agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Recipient through this grant agreement, including the U.S. Government, for the Project. All information submitted for publication or other public releases of information regarding this grant agreement shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government or the National Fish and Wildlife Foundation."

Davis-Bacon Act.

If applicable to the Project, the NFWF Recipient shall be subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction").

Copeland "Anti-Kickback Act".

If applicable to the Project, the NFWF Recipient shall be subject to the provisions of the Copeland "Anti-Kickback Act" (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

Rights to Inventions.

If applicable to the Project, the NFWF Recipient shall abide by the provisions of 37 CFR Part 401 (Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements) and any implementing regulations issued by the Federal agency(ies) that provide funds for this grant agreement.

ADDITIONAL TERMS

Activities funded or matched with the federal funds provided for this project must comply with the National Environmental Policy Act, Endangered Species Act, and National Historic Preservation Act. Documentation of compliance with these regulations must be approved by the U.S. Fish and Wildlife Service (Service) prior to the initiation of activities that disturb or alter habitat or other features of the project site(s). The NFWF Recipient shall provide NFWF with the documentation needed to obtain Service approval. Coordination, administration, planning and design activities may commence prior to approval by the Service, provided they do not disturb or alter project site features.

To fulfill other federal requirements associated with the federal funding source, the NFWF Recipient shall prepare and submit quality assurance documentation pertinent to environmental monitoring, data collection or data use to be conducted as part of the project. This documentation must be approved by NFWF prior to the initiation of any monitoring, data collection, or data use activities to be supported with the federal grant funding for this project.

In addition to satisfying the NFWF reporting requirements specified above, the NFWF Recipient shall enter requested project information into the Great Lakes Accountability System (GLAS) administered by the U.S. Environmental Protection Agency on a quarterly reporting schedule.

A visible project identification sign shall be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.

Clean Air Act and Federal Water Pollution Control Act.

The NFWF Recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

Trafficking in persons.

The NFWF Recipient may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The NFWF Recipient must include the requirements of the Prohibition Statement below in any subaward the NFWF Recipient makes to a private entity. The term "private entity" means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes: (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe in 2 CFR 175.25(b); (2) A for-profit organization.

Prohibition Statement: You, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient

Employee Whistleblower Protection: This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.

- (a) This award and related subawards and contracts over the simplified acquisition threshold and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- (b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

