RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AGREEMENT WITH ECOSYSTEM SERVICES EXCHANGE, FOR SERVICES, WITH THE REGIONAL CONSERVATION PARTNERSHIP PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Agreement presented to the Council herewith as Exhibit A, and made a part hereof, between the City of Decatur, Illinois, and the Ecosystem Services Exchange, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and Ecosystem Services Exchange, for a cost not to exceed $469,792.52.

PRESENTED and ADOPTED this 15th day of April 2024.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Exhibit A

CITY OF DECATUR
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and Ecosystem Services Exchange, LLC ("Contractor/Consultant"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION
The professional services to be provided to the City under this Agreement shall be conservation drainage practice design technical services in accordance with USDA Natural Resources Conservation Service (NRCS) Design and Implementation Activity 164 (DIA 164 – "Improved Management of Drainage Water Design"). The practices to be designed may include manual and automated versions of drainage water management (CPS 554), structures for water control (CPS 587), saturated buffers (CPS 604), and denitrifying bioreactors (CPS 605) as more particularly set forth as Exhibit "A" (Scope of Work). attached and incorporated by reference herein and made a part of this Agreement hereof. The full written proposal from ESE to support this scope of work and agreement with the City of Decatur is a separate document titled "ESE Proposal to the City of Decatur, Illinois – Lake Decatur Water Quality Initiative (Project ID #2024-55)" dated March 5, 2024.

B. NAME/NUMBER
The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2024-55.

C. CHANGE
The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work PRIOR to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE
The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be April 1, 2024.

B. COMPLETION DATE
The Parties agree that the estimated completion date shall be December 31, 2028.

C. TIME
The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.
The parties each agree to bind their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement, except as set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement.

B. DOCUMENTS.
All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION
The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys, and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY
If any section, terms or provisions of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.

E. DRUG FREE WORKPLACE
The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars ($5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION
In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than four hundred sixty nine thousand and seven hundred and ninety two dollars and fifty two cents ($469,792.52).

B. METHOD OF COMPENSATION.

The basis for compensation shall be the lump sum amount shown above in paragraph 4(A) dispersed through payments to ESE for each completed DIA 164s in the project according to the indicated reimbursement amount for a DIA 164 "with tile map" or "without tile map" as shown in Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants. These are not applicable for this agreement as Ecosystem Services Exchange will complete all DIA 164s at the applicable dollar amounts shown in Exhibit C.

D. INVOICE

Monthly invoices for reimbursable expenses may be submitted to the City based upon the completion of DIA 164s at the time of billing and not previously invoiced. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City as long as reimbursement is made to Ecosystem Services Exchange within 60 days of submission of a correct invoice.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall make available to the City at any reasonable time at a location specified by the City, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via email and shall be made to ESE as set forth below and shall be considered sent on the date emailed.

CITY OF DECATUR:
Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834
jgunter@decaturil.gov

CONTRACTOR/CONSULTANT:
Thomas W. Christensen, Vice President for Business Development
Ecosystem Services Exchange, LLC
P.O. Box 446
Adair, Iowa 50002
703-963-3167
tom@ecoexch.com

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

Contractor/Consultant shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Contractor/Consultant in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Contractor/Consultant or its subcontractors.

The City shall indemnify and save harmless the Contractor/Consultant, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Contractor/Consultant and including reasonable attorney's fees incurred by the Contractor/Consultant or required in any way to be paid by the Contractor/Consultant, in defense thereof, and shall indemnify and save harmless the Contractor/Consultant from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special, or consequential damages.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

This Agreement is made between the City and the Contractor/Consultant and entered into on the date last written below. In witness, the parties have executed this Agreement.

DATED this_____ day of_____, 2_____.

THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

_____
CITY CLERK

CONTRACTOR/CONSULTANT

BY: Dave White

ITS: President (Dave White)

Thomas W. Christensen

ATTEST:

ITS: Vice President for Business Development
(Thomas W. Christensen)

EXHIBIT A

SCOPE OF WORK

Under this agreement with the City of Decatur, ESE's role will be limited to the completion of conservation drainage practice designs for the project-specified practices. These designs will meet the requirements of the USDA Natural Resources Conservation Service (NRCS) Design & Implementation Activity 164 (DIA 164), "Improved Management of Drainage Water Design". A DIA 164 is used to support a farmer's use of a certified Technical Service Provider (TSP) for all aspects of site assessment through planning to final "shovel ready" design for the installation of manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. An ESE-developed DIA 164 meets all NRCS requirements and enables a farmer to receive a payment from EQIP, RCPP, or another eligible conservation program for this completed plan/design. NRCS has estimated the full cost of the development of a DIA 164 for fields with existing tile maps and fields without existing tile maps. The cost of developing a DIA 164 is the same for a manual or automated drainage water management system, a saturated buffer, or a denitrifying bioreactor.

As producer's signup for participation in this RCPP Project for the eligible conservation drainage practices, ESE will work with them to complete planning and design activities consistent with the NRCS DIA 164. ESE has been provided an estimate of 70 practices needing DIA 164s at the amount of 14 per year for each of five years. ESE estimates that 40 of these sites for the development of DIA 164s will have a tile map available to use in the design process, and 30 will have no tile map available for use in the design process. This breakdown is an estimate only and the actual breakdown will be based on producer signup and whether or not they can provide a suitable tile map or not for use in the design process. NRCS has determined it is more costly to develop a DIA 164 in the absence of a tile map and this is reflected in the Illinois NRCS practice scenarios posted online. For federal fiscal year 2024, NRCS's estimate of the 100 percent (full) cost for a DIA 164 with tile map is $6,839.36, whereas the 100 percent (full) cost estimate for a DIA 164 without a tile map is $9,315.76. The published cost estimates are the basis for how NRCS provides financial assistance for a DIA 164 under EQIP and RCPP. These cost estimates are updated annually on a federal fiscal year basis to account for cost changes because of labor and other associated costs.

The DIA 164 is the site-specific prescription developed by ESE (NRCS certified Technical Service Provider) that helps the farmer to achieve the benefits of the designated conservation drainage practices -- manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. Costs accounted for in developing a DIA 164 include a site assessment for feasibility, a site investigation and survey to establish design parameters, and the development of the actual design and its specifications for practice installation. ESE also includes an Operation and Maintenance Plan for the practice to be used by the producer after its installation.

ESE will scrutinize each potential practice plan/design for optimized cost-effectiveness and functionality. For instance, a drainage water management system (automated or manual) needs to account for field slope, drainage volume, and other conditions, and a saturated buffer needs to be a certain length to be worthy of construction because of high contractor deployment and mobilization costs. Similarly, denitrifying bioreactors should be chosen where the design flow and nitrate load is high enough to justify the construction costs. ESE frequently combines multiple adjacent outlets into a single practice to

increase the benefit-to-cost ratio. All designs will include the use of LiDAR and an assessment of soil suitability for the proposed practice.

ESE will conduct remote site and feasibility assessments and make recommendations for the suitability of a drainage water management system (automated or manual), saturated buffers, and denitrifying bioreactors for each outlet identified by program participants and estimate the area of impact. ESE will communicate with participants regarding potential benefits, cost-effectiveness, and the overall functionality of each of the outlets in question.

ESE will develop comprehensive designs, construction cost estimates, and construction plans for each practice/site/outlet. ESE ensures that NRCS conservation practice standards are adhered to. The following products will be combined in a single package upon completion:

- Plans and specification for selected conservation drainage practices in accordances with Illinois NRCS conservation practice standards (CPSs) for 554, 587, 604, and 605.
- Operation and Maintenance Plan for the selected conservation drainage practices in accordance with Illinois NRCS CPSs 554, 587, 604, and 605.
- Engineer's estimate of probable construction costs for the selected conservation drainage practices.
- Documentation/certifications required for floodplain permitting.
- Checkout sheet for as-built documentation.

ESE is committed to achieving all of the applicable project schedule dates for its deliverables, and to ensuring its timely and thorough communication with the City of Decatur.

ESE's Budget Justification

NRCS has determined it is more costly to develop a DIA 164 in the absence of a tile map and this is reflected in the Illinois NRCS practice scenarios posted online. For federal fiscal year 2024, NRCS's estimate of the 100 percent (full) cost for a DIA 164 with tile map is $6,839.36, whereas the 100 percent (full) cost estimate for a DIA 164 without a tile map is $9,315.76. The published cost estimates are the basis for how NRCS provides financial assistance for a DIA 164 under EQIP and RCPP. These cost estimates are updated annually on a federal fiscal year basis to account for cost changes because of labor and other associated costs.

The proposed project budget for ESE is $469,792.52 to complete the development and handoff to the City of Decatur for 70 DIA 164s. This amount is based on ESE applying a 20 percent discount to the NRCS full cost, thereby invoicing the City of Decatur for only 80 percent of the NRCS full cost. This will reduce ESE's total charge for the completion of 70 DIA 164s from $587,240.65 to $469,792.52 - - a savings of at least $117.448.13 to the City of Decatur.

ESE will have responsibility for DIA 164 activities of the project - - remote site assessments, on-site investigations and engineering surveys, planning, and design. ESE anticipates using sub agreement(s) with local SWCDs to act on ESE's behalf to conduct most of the on-site investigations and engineering surveys. This will improve efficiency and ensure ESE does not have to request a travel budget from the City of Decatur to support on-site field work. Rather, ESE will perform its design work remotely with the

information gathered locally by a SWCD(s), and ESE will reimburse these local partners at an agreed-to amount for specified on-site work essential to design development.

The rationale for reimbursing ESE for its completed DIA 164s instead of on an hourly basis for technical services and associated travel and support costs, can be summarized as follows:

- Payment by completed DIA 164 ("the deliverable") is the reimbursement basis that USDA NRCS has used since FY2009 through the Environmental Quality Incentives Program (EQIP) and later for RCPP when it came into existence through the 2014 Farm Bill. If NRCS were doing the producer-level contracts for this RCPP project it would be using these published practice scenarios and payment schedules to reimburse producers for their completed DIA 164, not tracking technical services by the hour.

- This reimbursement method is significantly more straightforward and does not require the tracking and reporting of hours. It saves all involved administrative time - - that is, do the deliverable (DIA 164) correctly and in accordance with NRCS requirements and get reimbursed a designated dollar amount consistently across the nation. The method is transparent, supported by NRCS's posted documentation of its cost estimate, and efficient.

- ESE's previous assessment of the work required to complete a DIA 164 has demonstrated that is requires similar amounts of time and effort regardless of the conservation drainage practice being designed - - drainage water management, saturated buffer, or denitrifying bioreactor.

- ESE has successfully and efficiently used and continues to use this approach in multiple partnership projects in the following states:

    - **Minnesota** with USDA NRCS – one completed project and a new project under implementation involving USDA NRCS funding.

    - **Ohio** with Ohio State University – two projects under implementation, one with Ohio EPA/U.S. EPA funding, and another project with Ohio Water Development Authority funding.

    - **Delaware** with ShoreRiver (nonprofit) and USDA NRCS – a new project under implementation.

- NRCS already has evaluated, estimated, and published the average cost of a DIA 164 and this amount is revisited on a federal fiscal year basis to ensure it remains current with component costs.

Exhibit A

ESE
Ecosystem Services Exchange
Valuing Conservation

ESE's Proposal to the City of Decatur, Illinois

(TO: Mr. Keith Alexander, Water Production Manager, City of Decatur)

Lake Decatur Water Quality Initiative (Project ID # 2724)
Supported by the
USDA NRCS Regional Conservation Partnership Program (RCPP)

ESE's Proposal Submitted By:

Dave White, President, ESE

ESE's Proposal Contact:

Thomas W. Christensen, Vice President of Business Development, ESE
Phone: 703-963-3167
Email: tom@ecoexch.com

Submitted on March 5, 2024

ESE
Ecosystem Services Exchange
Valuing Conservation

Mr. Keith Alexander
Water Production Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

March 5, 2024

Dear Mr. Alexander,

Ecosystem Services Exchange (ESE) appreciates the opportunity to submit a proposal to the City of Decatur to provide conservation drainage practice design technical services to assist the City with its implementation of the Lake Decatur Water Quality Initiative Regional Conservation Partnership Program (RCPP) - - Project ID # 2724. Based in Adair, Iowa, ESE has provided its technical leadership, expertise, and services in 19 states and Canada since 2010. It is a sister company of Agri Drain Corporation (ADC), also of Adair, Iowa, which has been a leader in water management technology innovation and equipment manufacturing since 1976. Charlie Schafer, a leading innovator and the President of ADC, is also the Founder of ESE.

ESE has been deeply involved in supporting innumerable partnership-based, landscape and watershed-scale projects through assistance to individual farmers on water management improvement. We work closely with both farmers and their land improvement contractors to ensure the proper planning, design, installation, and operation of conservation drainage practices and systems – all of which meet NRCS standards and specifications. ESE and ADC work hand-in-hand through many public/private partnership efforts across the Midwest, Great Lakes, and East Coast to deliver quality and timely expertise, technical assistance, and essential equipment to further the adoption of conservation drainage practices in a systems approach.

We recognize this City of Decatur's RCPP Project includes a focus on manual and automated drainage water management, saturated buffers, and denitrifying bioreactors and the need for technical services for associated site assessments and suitability determinations, engineering surveys, and practice designs for their installation. These are conservation drainage practices and associated technical processes that ESE is expert in. In just the last three years, ESE estimates that it has directly assisted farmers with the planning, design, and implementation of over 250 of these conservation practices on farms. Given our depth and breadth of experience and proven results with conservation drainage practices, ESE is wholly confident it will successfully deliver expeditiously the deliverables designated by the City of Decatur with streamlined processes, minimal burden to busy producers, and in accordance with all required quality standards. Additionally, ESE will not charge any administrative fees associated with its assistance to the City of Decatur.

Based on the recommendation of Mr. Jeff Boeckler, Northwater Consulting, this proposal includes "Attachment A," which offers a contingency for the City of Decatur if it is not able to secure locally the technical services needed to support conservation drainage practice installation through this project. Attachment A provides a summary of these technical services and the cost reimbursement per hour and in total if the City of Decatur wants to access ESE for this expertise and capacity. ESE is equally qualified and experienced in working with land improvement contractors and producers on practice installation as it is with the planning and design of these practices. These technical services for

practice installation were not part of the original request of ESE related to this RCPP Project, but ESE can provide these services at the reimbursement amounts show on Attachment A (pages 10 and 11 of this document).

We encourage you to discuss the work performed by ESE with any of the references listed in this proposal, and certainly we can provide many more references if desired. ESE's technical staff operate with integrity, pay attention to customer service, and are dedicated to performing their work to the highest quality standards in a timely manner. ESE's reputation is based on the high quality of its technical services, its ability to work collaboratively in all settings, and its proven results in delivering services on time and at agreed upon prices. We are committed to sound conservation and the resulting benefits that accrue to farmers, their communities, and the environment.

Thank you for your consideration of our proposal. If you have questions, please contact Tom Christensen, ESE's Vice President of Business Development, at tom@ecoexch.com or 703-963-3167.

Sincerely,

Dave White, President
Ecosystem Services Exchange, LLC

ESE's Technical Services

ESE's Conservation Planners and Professional Engineer strive to achieve optimal functionality, water quality improvement, and effective and efficient use of stakeholder dollars for each site under consideration for a conservation drainage practice. This experienced technical team adheres to NRCS's conservation practice standards to ensure the integrity and quality of practice installation. However, the team also does its best to go beyond the standard and consider the overall function, performance, and longevity of each practice it plans, designs, and helps to install to optimize environmental results, and crop production as appropriate to a specific practice.

ESE will scrutinize each potential practice plan/design for optimized cost-effectiveness and functionality. For instance, a drainage water management system (automated or manual) needs to account for field slope, drainage volume, and other conditions, and a saturated buffer needs to be a certain length to be worthy of construction because of high contractor deployment and mobilization costs. Similarly, denitrifying bioreactors should be chosen where the design flow and nitrate load is high enough to justify the construction costs. ESE frequently combines multiple adjacent outlets into a single practice to increase the benefit-to-cost ratio. All designs will include the use of LiDAR and an assessment of soil suitability for the proposed practice.

ESE will conduct remote site and feasibility assessments and make recommendations for the suitability of a drainage water management system (automated or manual), saturated buffers, and denitrifying bioreactors for each outlet identified by program participants and estimate the area of impact. ESE will communicate with participants regarding potential benefits, cost-effectiveness, and the overall functionality of each of the outlets in question.

ESE will develop comprehensive designs, construction cost estimates, and construction plans for each practice/site/outlet. ESE ensures that NRCS conservation practice standards are adhered to. The following products will be combined in a single package upon completion:

- Plans and specification for selected conservation drainage practices in accordances with Illinois NRCS conservation practice standards (CPSs) for 554, 587, 604, and 605.
- Operation and Maintenance Plan for the selected conservation drainage practices in accordance with Illinois NRCS CPSs 554, 587, 604, and 605.
- Engineer's estimate of probable construction costs for the selected conservation drainage practices.
- Documentation/certifications required for floodplain permitting.
- Checkout sheet for as-built documentation.

ESE is committed to achieving all of the applicable project schedule dates for its deliverables, and to ensuring its timely and thorough communication with the City of Decatur.

ESE's Scope of Work

Under its anticipated agreement with the City of Decatur, ESE's role will be limited to the completion of conservation drainage practice designs for the project-specified practices. These designs will meet the requirements of the USDA Natural Resources Conservation Service (NRCS) Design & Implementation Activity 164 (DIA 164), "Improved Management of Drainage Water Design". A DIA 164 is used to support a farmer's use of a certified Technical Service Provider (TSP) for all aspects of site assessment through planning to final "shovel ready" design for the installation of manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. An ESE-developed DIA 164 meets all NRCS requirements and enables a farmer to receive a payment from EQIP, RCPP, or another eligible conservation program for this completed plan/design. NRCS has estimated the full cost of the development of a DIA 164 for fields with existing tile maps and fields without existing tile maps. The cost of developing a DIA 164 is the same for a manual or automated drainage water management system, a saturated buffer, or a denitrifying bioreactor.

As producer's signup for participation in this RCPP Project for the eligible conservation drainage practices, ESE will work with them to complete planning and design activities consistent with the NRCS DIA 164. ESE has been provided an estimate of 70 practices needing DIA 164s at the amount of 14 per year for each of five years. ESE estimates that 40 of these sites for the development of DIA 164s will have a tile map available to use in the design process, and 30 will have no tile map available for use

in the design process. This breakdown is an estimate only and the actual breakdown will be based on producer signup and whether or not they can provide a suitable tile map or not for use in the design process. NRCS has determined it is more costly to develop a DIA 164 in the absence of a tile map and this is reflected in the Illinois NRCS practice scenarios posted online.

For federal fiscal year 2024, NRCS's estimate of the 100 percent (full) cost for a DIA 164 with tile map is $6,839.36, whereas the 100 percent (full) cost estimate for a DIA 164 without a tile map is $9,315.76. **(Refer to the attached PDF for copies of the Illinois NRCS FY2024 Practice Scenarios for the DIA 164 with tile map and the DIA 164 without tile map).** The published cost estimates are the basis for how NRCS provides financial assistance for a DIA 164 under EQIP and RCPP. These cost estimates are updated annually on a federal fiscal year basis to account for cost changes because of labor and other associated costs.

The DIA 164 is the site-specific prescription developed by a TSP that helps the farmer to achieve the benefits of the designated conservation drainage practices - - manual and automated drainage water management, saturated buffers, and denitrifying bioreactors. Costs accounted for in developing a DIA 164 include a site assessment for feasibility, a site investigation and survey to establish design parameters, and the development of the actual design and its specifications for practice installation. ESE also includes an Operation and Maintenance Plan for the practice to be used by the producer after its installation.

ESE's Budget Justification

The proposed project budget for ESE is $469,792.52 to complete the development and handoff to the City of Decatur for 70 DIA 164s, as displayed in Table A below. This amount is based on ESE applying a 20 percent discount to the NRCS full cost, thereby invoicing the City of Decatur for only 80 percent of the NRCS full cost. This will reduce ESE's total charge for the completion of 70 DIA 164s from $587,240.65 to the $469,792.52 amount shown in Table A below - - a savings of $117.448.13 to the City of Decatur.

ESE will have responsibility for DIA 164 activities of the project - - remote site assessments, on-site investigations and engineering surveys, planning, and design. ESE anticipates using sub agreement(s) with local SWCDs to act on ESE's behalf to conduct most of the on-site investigations and engineering surveys. This will improve efficiency and ensure ESE does not have to request a travel budget from the City of Decatur to support on-site field work. Rather, ESE will perform its design work remotely with the information gathered locally by a SWCD(s), and ESE will reimburse these local partners at an agreed-to amount for specified on-site work essential to design development. ESE has used this approach successfully in multiple projects in Delaware, Iowa, Maryland, and Minnesota.

TABLE A

Overview of City of Decatur Payments to ESE for 70 Completed DIA 164s After 20 Percent Discount

"Lake Decatur Water Quality Initiative RCPP Project" – ID# 2724

RCPP Project Year	DIA 164 With Tile Map – Full Cost @ 100% $	DIA 164 With Tile Map – ESE Cost @ 80% $	DIA 164 With Tile Map – Estimated Number To Be Completed #	Estimated Total Payment to ESE for Completed DIA 164s With Tile Map $	DIA 164 Without Tile Map – Full Cost @ 100% $	DIA 164 Without Tile Map – ESE Cost @ 80% $	DIA 164 Without Tile Map – Estimated Number To Be Completed #	Estimated Total Payment to ESE for Completed DIA 164s Without Tile Map $	ESTIMATED TOTAL $ TO BE PAID TO ESE FOR ALL COMPLETED DIA 164s BY PROJECT YEAR & LIFE OF PROJECT $
2024	6,839.36	5,471.49	8	43,771.92	9,315.76	7,452.61	6	44,715.66	88,487.58
2025	7,044.54	5,635.63	8	45,085.04	9,595.23	7,676.18	6	46,057.08	91,142.12
2026	7,255.88	5,804.70	8	46,437.60	9,883.09	7,906.47	6	47,438.82	93,876.42
2027	7,473.56	5,978.85	8	47,830.80	10,179.58	8,143.66	6	48,861.96	96,692.76
2028	7,697.77	6,158.22	8	49,265.76	10,484.97	8,387.98	6	50,327.88	99,593.64
TOTAL for 5 Years	Not Applicable	Not Applicable	40	$232,391.12	Not Applicable	Not Applicable	30	$237,401.40	$469,792.52 70 DIA 164s @ 20% Discount

SUPPORTING NOTES for TABLE A

1. Assumes annual inflation rate of 3 percent. Actual DIA 164 full cost is/will be based on the USDA NRCS amounts for Illinois published annually between November and January for a given federal fiscal year. ESE will discount the published NRCS DIA 164 full cost estimate by 20 percent, per the above table.

2. NRCS DIA 164 is estimated by USDA NRCS to cost the same to develop regardless of practice type; that is, the same design work and level of effort is required for manual drainage water management, automated drainage water management, a denitrifying bioreactor, or a saturated buffer. The only difference is if a tile map for the benefitting field exists to be used in the design process or if one does not exist. It is more expensive to design a practice if a tile map does not exist (is not available).

3. The distribution between DIA 164s with and without tile maps available for practice design is unknown until work begins with producers. For the above cost projection, ESE has estimated that 40 of the DIA 164s will have a tile map available and 30 of the DIA 164s will not have a tile map available.

4. The total dollar amounts available to ESE to earn for completed DIA 164s by year will not be exceeded without prior approval by the City of Decatur.

5. This overall estimate assumes that the City of Decatur's "Agreement for Professional Services" with ESE will be executed no later than March 31, 2024. If delayed beyond this date, some of the estimated 2024 work may be pushed in 2025, but it is anticipated 28 DIA 164s will be completed by the end of 2025 even if the start date for ESE's technical services is delayed based on when the agreement is executed - - helping to keep the project on schedule.

6. The number of DIA 164s to be completed is an estimate and is controlled by producer signup because this RCPP project is a voluntary conservation program. ESE will work closely with the City of Decatur and other project partners to promote this opportunity for producers.

7. The distribution of the conservation drainage practices between manual drainage water management, automated drainage water management, denitrifying bioreactors, and saturated buffers will be determined by participating producers, their needs, and the site conditions regarding what is feasible. However, this will not make a difference regarding the cost of DIA 164s developed as the same design work and level of effort is required regardless of which of these practices is selected by a producer.

ESE's Experience & References

EXPERIENCE: ESE is a limited liability corporation (LLC) that operates based on a mission statement of, "Valuing Conservation for its Returns to the Land, Natural Resources, Producers, and Communities." It works directly with ag producers to improve their profitability and environmental performance through the adoption of conservation practices and systems that enable effective use and management of water resources. It employs highly qualified and experienced technical specialists to determine the feasibility of and carry out the planning, design, and installation oversight of conservation practices and systems that enable producers to optimize their water use. Optimized use of available water ensures crops receive the right amount, timing, and distribution of surface and subsurface water for crop productivity while also protecting and improving the environment.

ESE is currently an active partner in public/private partnerships in Delaware, Florida, Illinois, Indiana, Iowa, Minnesota, Mississippi, Maryland, Ohio, and Wisconsin to advance conservation drainage in agricultural settings. Throughout these partnerships, ESE has provided quality and timely technical services to implement public and private funded efforts for increased conservation drainage adoption while also providing effective project management and timely reports for funders.

ESE's work is performed by a licensed professional engineer and multiple certified Technical Service Providers, registered with NRCS, who use a site-specific planning approach to respond to the unique needs of each ag operation. These technical specialists assist with a wide array of water management conservation practices designed/installed to NRCS practice standards. **ESE's technical team has specialists who are certified NRCS Technical Service Providers in Illinois for the DIA 164 conservation activity and covering the following conservation drainage practices: drainage water management (CPS 554), structure for water control (CPS 587), saturated buffer (CPS 604), denitrifying bioreactor (CPS 605), subsurface drain (CPS 606), surface drain – field ditch (CPS 607), and surface drain – main/lateral (CPS 608).**

ESE works directly with ag producers to help them meet their water management needs efficiently and effectively using NRCS's time-tested and proven conservation practice standards, which are the "industry standard." Based on its on-the-ground experience with hundreds of producers since 2010, ESE knows that robust crop production, farm profitability, and healthy environmental outcomes are compatible goals with the right practices combined to address water management, agronomic, and soil health needs.

ESE has partnered with many private and public sector entities in 19 states and Canada since 2010. It has a long-standing business relationship with Agri Drain Corporation, a leading and recognized manufacturer/supplier of innovative, specialized, and proven conservation drainage equipment used in ESE's practice designs and installations. ESE also works with many other businesses, including suppliers of drainage tile, providers of agronomic technical services, and land improvement/drainage contractors. It works on projects coordinated by local, state, and federal public agencies that support ag production, conservation, and the environment. ESE also partners with nonprofit and ag producer organizations that share common goals to assist producers with their water management needs because of its multiple private and public benefits.

In particular, ESE enjoys close working relationships with innumerable land improvement/drainage contractors, whose expertise and skills are essential to the installation of conservation practices and systems. Land improvement/drainage contractors have a relationship of trust with ag producers because of their proven ability on-the-ground in ag settings.

ESE's experience is unique among businesses dedicated to helping ag producers with their water management needs. Among its leadership positions, it has over 175 years of private and public sector experience with the ag production and conservation interface, with formulating and managing partnerships for results, and in achieving outcomes that are good for the producer, the community, and the environment. ESE's highly proficient technical specialists are proven, experienced experts in water management in a diverse array of agricultural settings.

REFERENCES: With 14 years of direct service to agricultural producers on their farms, hands-on engagement with land improvement contractors, and involvement in innumerable partnership-based projects across 19 states and in Canada, ESE has many references it could provide to the City of Decatur to support its application. We have chosen three recently completed and/or active projects to provide references to and short project descriptions. Upon request, ESE would be pleased to provide additional references to the City of Decatur in support of its application. These three references are as follows:

1. **Agribusiness Edge of Field Program – Heartland Cooperative (Iowa):**

Key Contact: Ruth McCabe, Senior Conservation Agronomist, Heartland Cooperative
2829 Westown Parkway, Suite 350
West Des Moines, Iowa 50266
Phone Number: 515-418-8358
Email Address: rmccabe@heartlandcoop.com

The Agribusiness Edge of Field Program is led by Heartland Cooperative and is focused on the implementation of saturated buffers and denitrifying bioreactors. This project uses an agribusiness-led "Batch and Build" approach, and has been effective in reaching agricultural producers that have not traditionally interacted with state and federal conservation programs. It also has demonstrated the willingness of private industry to partner on long-term conservation programming in support of environmental improvement through edge of field conservation practices.

For this project, ESE serves as the licensed professional engineer of record for the design of saturated buffers and denitrifying bioreactors in accordance with NRCS conservation practice standards. ESE also is involved in preconstruction meetings, and performs construction inspection, oversight, and as-builts in concert with Heartland Cooperative.

2. **Cedar River Clean Water Partnership Project (Iowa):**

Key Contact: Tanner Puls, Edge of Field Coordinator, Iowa Department of Agriculture & Land Stewardship
Wallace State Office Building
502 E. 9th Street
Des Moines, Iowa 50319

Phone Number: 515-344-9319
Email Address: Tanner.Puls@IowaAgriculture.gov

Under the Cedar River Clean Water Partnership Project, ESE provides professional engineering services to the Iowa Department of Agriculture and Land Stewardship, Division of Soil Conservation and Water Quality, in support of the implementation of both saturated buffers and denitrifying bioreactors in accordance with NRCS conservation practice standards. The project was initiated in January 2019, and amended in August 2022 to add additional work for ESE to perform. The total cost of ESE's technical services over the life of the project cannot exceed $190,959.

ESE's technical services to support the implementation of saturated buffers and denitrifying bioreactors is composed of three phases, as follows: Phase 1 (Practice Design and Layout), Phase 2 (Practice Management and Maintenance Plan), and Phase 3 (Construction Oversight and Checkout). The project employs the "Batch and Build" approach.

3. Planning, Technical Assistance, and Outreach to Improve Water Quality in Minnesota Thru In-Field and Edge-of-Field Managed Tile Drainage System Conservation Practices (Minnesota):

Key Contact: Dave Jones, State Conservation Engineer
USDA Natural Resources Conservation Service
375 Jackson Street
St. Paul, Minnesota 55101-1854

Phone Number: 651-602-7882
Email Address: dave.jones@usda.gov

ESE's multi-year, multi-county project with Minnesota NRCS was successfully completed on May 31, 2023 and expended $808,180 (90% NRCS funding and 10% ESE in-kind contributions) for the planning, design, and installation of 37 conservation drainage practices that benefited 1,600 tile-drained cropland acres and reduces annual nitrogen loading by an estimated 17,880 pounds. Through the project, ESE provided "turn key" services (site investigation/surveys, planning and design, and full implementation with land improvement contractors) at no cost to producers. In addition to the installation of 18 automated and manual drainage water management systems, the project resulted in 14 saturated buffers totaling 13,165 linear feet and 5 denitrifying bioreactors totaling 1,340 cubic yards. ESE was responsible for all aspects of this project, with NRCS only carrying out is inherently governmental functions (HELC/WC Compliance, site cultural resource assessments, and producer Adjusted Gross Income determinations). The project was innovative in reducing bureaucratic barriers for producers and in addressing producer conservation drainage needs in a rapid timeframe with work of the highest quality. The "turn key" project model used by ESE in Minnesota and funded by NRCS was so successful that NRCS Minnesota selected ESE through a competitive process for a second $1.2 + million "turn key" project in Minnesota, initiated in October 2023. ESE's innovative model approach is also mirrored by NRCS in Delaware and by Ohio EPA in Western Lake Erie Basin with new projects both involving ESE in the new 2024 federal fiscal year.

ESE's Key Project Personnel

ESE's technical staff are recognized industry leaders in conservation drainage, with expertise in project management, conservation drainage planning/design and implementation, and innovative strategies for automated drainage water management. Staff hold professional engineering licenses in Iowa and Minnesota, advanced degrees in civil engineering, hydrology and hydraulics, agricultural systems, and natural resources management, and certifications as NRCS Technical Service Providers (TSP) for various conservation drainage practices in many states.

The ESE technical staff that would be actively engaged with this project if funded by the City of Decatur are as follows: 1) **Dr. Andrew Craig**, Conservation Engineering Lead/Licensed Engineer/Certified TSP, 2) **Ben Reinhart**, Conservation Planner, and 3) **Andrew Mackrill**, Conservation Planner. Conservation Engineering Lead Andrew Craig is a state-licensed professional engineer in both Iowa and Minnesota. He also is a certified Technical Service Provider for the following NRCS conservation practices: Design and Implementation Activity 164, Drainage Water Management 554, Structures for Water Control 587, Denitrifying Bioreactors 605, Saturated Buffers 604, among other conservation practice. Conservation Planners Ben Reinhart and Andy Mackrill are certified Technical Service Providers in multiple states.

Andrew Craig, Conservation Engineering Lead: Andrew Craig has been with the ESE team since May, 2020. He received bachelor's and master's degrees from the University of Iowa (UI) in 2003 and 2005 in Civil Engineering – Hydraulics. He spent 13 years working at IIHR – Hydroscience & Engineering at UI on a wide variety of water resources subjects ranging from subsurface imagery, hydrographic survey, river sedimentation, fish passage, vortex and baffle drop shafts for combined sewer overflows, and many more. In 2017, he left IIHR to pursue a doctoral degree in agricultural engineering/land and water resources at Iowa State University (ISU) where he worked with the STRIPS (Science-based Trials of Row Crops Integrated with Prairie Strips) team studying the impact of prairie strips on the fate and transport of bacteria and antibiotic resistant genes from manure fertilizer. He received his PhD from ISU in June, 2021. Andrew now splits his time as Director of the Buss Hydrology Lab in the Department of Agricultural and Biosystems Engineering at ISU and as the Conservation Engineering Lead at ESE. At ESE, Andrew is mainly involved in conservation drainage practice design, development of automated water level and flow controls for these systems, and working to increase producer adoption of conservation drainage.

Andy Mackrill, Lead Conservation Planner: Andy is from Adair, Iowa. He has a bachelor's degree in environmental science from Buena Vista University and is also a graduate of the Overholt Drainage School. He joined ESE in January of 2013 and has since been involved in planning managed drainage and sub-surface irrigation projects throughout the Midwest. Andy is a certified Technical Service Provider for the NRCS.

Ben Reinhart, Conservation Planner: Ben holds a BS in Natural Resources and a MS in Ag Systems Management from Purdue University. Prior to joining the ESE team, Ben worked as Director of Operations and Ag Water Management for Clark Farm Drainage Inc. in Indiana where he was responsible for drainage project planning, design, and delivery. He also has more than 10 years of experience in the public and academic sectors, which has ranged from leading conservation programs for local watershed projects in Indiana to serving as Project Manager for a $5 million, multi-state research project focused on increasing water storage in tile-drained landscapes to improve water quality and availability. He has authored multiple publications and on-line tools on innovative ag water management practices including drainage water recycling, controlled drainage and saturated buffers.

ESE's Statement of Availability

If ESE's proposal is awarded by the City of Decatur, Illinois, ESE is prepared to give the project its full attention and timeliness consistent with the City's expectations. Based on its vast experience and proven results, ESE fully understands its responsibilities and will ensure the ESE technical team is focused, fully prepared, and supported to deliver the desired results, and meets all requirements as an awardee of the City of Decatur. ESE is experienced and adept at managing multiple project workload streams, fully meetings its obligations to all project funders and partners, and desires successful results because of the benefits that will accrue to participating farmers, their communities, and the environment. As a Technical Service Provider for water management conservation practices, ESE has a strong positive reputation to uphold and is committed to being on time and with a level of quality service that sets the standard for the industry. ESE could not maintain its industry leading position for quality and timely conservation drainage practice technical services without its availability/accessibility to project funders and its attention to all deliverables.

If selected for this award, ESE will be interested in initiating its services to the City of Decatur, Illinois as soon as possible. The more site investigations and suitability determinations that can be carried out before spring planting, the more design workload can be carried out so that that preconstruction and construction activities can proceed as soon the weather allows and farmers/land improvement contractors are ready. The sooner these conservation practices are fully implemented, the sooner the benefits from them will accrue.

ESE has three permanent technical staff that will work on this project, including the Conservation Lead Engineer Andy Craig. Our business also can bring on additional staff as needed to increase capacity before it becomes an issue and impacts project progress. At any given time, ESE technical staff may be providing services across 10 or more active projects. However, they are experienced at managing this workload for optimized services and to avoid unnecessary down time. Each hour of their work day is maximized to focus on the production of deliverables in a timely and quality manner. ESE will meet or exceed all the expectations for timeframes applicable to its functions that are delineated by the City of Decatur.

ATTACHMENT A

Practice Installation Technical Services

"Lake Decatur Water Quality Initiative RCPP Project" – ID# 2724

Installation of conservation drainage practices requires technical expertise for pre-construction meetings between the producer and land improvement contractor, practice staking/layout, oversight of installation, checkout and certification of the practice being installed to NRCS conservation practice standards and site-specific design specifications, and documentation of the installation through "as-built" plans. ESE can perform these technical services functions with expertise and proficiency as proven in many projects, in many states, and through 14 years of success. **The costs of these ESE technical services are not included in the technical services planning and design proposal that precedes this attachment but are included here as a contingency for the City of Decatur should it not be able to secure this skill set and capacity locally.**

These costs are provided on hourly basis, and in total amounts for an estimated number of practice installations. If ESE were to be responsible for these technical services, the total estimated cost to the City of Decatur would be $156,058.56 plus the costs identified in the narrative below the table labeled "Cost Reimbursement to ESE for Essential Travel to Support Practice Installation Technical Services". Some ESE travel would be from locations near the project site, but some travel would be from ESE staff located in Iowa and/or Michigan. ESE's objective would be to provide these technical service from qualified people locally to avoid as much as possible of the costs and time of long-distance travel.

Cost Reimbursement to ESE for Practice Installation Technical Services

RCPP Project Year	Number of Hours Per Practice #	Number of Practices Installed #	Total Hours for Practice Installation Technical Services #	Cost Per Hour for Practice Installation Technical Services $	Total Cost for ESE's Practice Installation Technical Services $
2024	12	14	168	175.00	29,400.00
2025	12	14	168	180.25	30,282.00
2026	12	14	168	185.66	31,190.88
2027	12	14	168	191.14	32,111.52
2028	12	14	168	196.87	33,074.16
TOTAL for 5 Project Years	Not Applicable	70	840	Not Applicable	**$156,058.56 for 70 Practices Installed**

NOTES:

1. Assumes 3 percent inflation per year, which has been accounted for in the hourly rate for practice installation technical services.
2. The hourly rate for technical services is a fully loaded rate; that is, inclusive of employee fringe benefits and their appropriate support cost. However, this amount does not include any travel costs associated with these technical services.
3. The estimated 12 hours per practice installation includes: virtual pre-practice installation meeting with the land improvement contractor and producer; practice layout for construction; oversight and on-site checks during construction with the land improvement contractor and producer; final checkout to ensure correctness of the installation; certification, documentation, and reporting to NRCS; in-person or virtual closeout meeting with the producer to ensure understanding of practice operation and maintenance (O&M) and review associated O&M plan.
4. A total of 70 conservation drainage practices will be implemented during the life of the project, at a rate of 14 per year starting in 2024. This number of practices is scalable, up or down, based on the City of Decatur's need for these technical services.
5. Practice installation will be batched to reduce travel time and associated costs, and optimize technical services for on-the-ground needs. Ideally, an on-site "installation window" will entail a minimum of three practices ready for installation during a single trip. Trips will be limited to only those essential to ensure the quality and integrity of practice installation and virtual approaches will be used where appropriate.
6. The cost of these ESE technical services is not discounted given the uncertainty on the number of installation instances and their timing, thereby constraining ESE's opportunities for greater efficiency and savings.

Cost Reimbursement to ESE for Essential Travel to Support Practice Installation Technical Services

1. ESE will seek to minimize travel by its permanent technical staff from Iowa and Michigan to the project site in Illinois, and will instead give priority to securing qualified local technical services to perform practice installation tasks. These technical services may be procured by ESE from a soil and water conservation district or districts through an ESE sub agreement(s) and/or a contract or contracts with a local qualified person or people, but will remain under ESE's direction, procedures, quality control, and responsibility. If associated travel is local, this travel cost will only be for mileage reimbursement at the federal mileage rate for the calendar year of these technical services.

2. Even if ESE procures these technical services locally, however, there will be some essential travel by ESE's engineer and/or other technical staff to ensure the correct quality and performance of work. If travel is required from outside the project area by ESE technical staff from Iowa or Michigan, the following reimbursement rates will be used to invoice the City of Decatur:

   Mileage @ $0.67 per mile, adjusted each calendar year to the current published federal rate.
   Lodging @ $107, plus taxes, adjusted each calendar year to the current published federal rate.
   Meals @$59 per day, adjusted each calendar year to the current published federal rate.

3. Additionally, for essential travel by ESE technical staff from outside the project area (Iowa and Michigan), ESE will charge one-half its practice installation technical service rate of $175 per hour, or $87.50 per hour for actual time spent traveling to and from the project site. This will not apply for local travel to the project installation sites. This reimbursement is necessary because of the long travel distances from Iowa and Michigan and the unproductive time of technical staff while driving these distances.

EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes

of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

EXHIBIT C

DIRECT REIMBURSEMENT CHARGES PER COMPLETED DIA 164

As of the date of this contract.

Project Name: Lake Decatur Water Quality Initiative RCPP Project – ID# 2024-55

Contractor/Consultant: Ecosystem Services Exchange, LLC

Agreement Deliverables by Type & Project Year	Estimated Number of Deliverables	Direct Reimbursement Charges Per Completed Deliverable **$**	Direct Reimbursement Charge for all Completed Deliverables **$**
DIA 164 Without Tile Map	**30 Total**		**237,401.40**
2024	6	7,425.50	44,715.00
2025	6	7,676.18	46,057.08
2026	6	7,906.47	47,438.82
2027	6	8,143.66	48,861.96
2028	6	8,387.98	50,327.88
DIA 164 With Tile Map	**40 Total**		**232,391.12**
2024	8	5,471.49	43,771.92
2025	8	5,635.63	45,085.04
2026	8	5,804.70	46,437.60
2027	8	5,978.85	47,830.80
2028	8	6,158.22	49,265.76
Total DIA 164s	**70 Total**		**469,792.52**
2024	14	44,715.00 + 43,771.92	88,487.58
2025	14	46,057.08 + 45,085.04	91,142.12
2026	14	47,438.82 + 46,437.60	93,876.42
2027	14	48,861.96 + 47,830.80	96,692.76
2028	14	50,327.88 + 49,265.76	99,593.64

NOTES:

1. The number of DIA 164s and the type of DIA 164s (with or without tile map) completed in a given project year are estimates only. The quantities will be controlled by producer signup and whether or not the field for which the DIA 164 is developed has an existing tile map or not.
2. The reimbursement cost for a DIA 164 increases by 3 percent each project year to account for inflation increases.
3. ESE would only invoice the City of Decatur when a DIA 164 has been completed and is ready for use by the City for implementation.

EXHIBIT D
CITY OF DECATUR INVOICE DATA SHEET

Project:

(Contractor/Consultant Name & Address)			
Ecosystem Services Exchange P.O. Box 446 Adair, Iowa 50002		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			$

Item	To Date	Previous Invoices	This Invoice
DIA 164 Without Tile Map			
DIA 164 With Tile Map			
Total DIA 164 Reimbursement Cost to ESE			
TOTAL AMOUNT DUE THIS INVOICE:			
Total Agreement Funds	$469,792.52	*(For City Use)*	
Total Agreement Funds Reimbursed to ESE to Date			
Percent Complete			

Contractor/Consultant Signature: Thomas W. Christensen

Title: Vice President for Business Development, ESE