



NBWW MONITORING COMMITTEE MEETING AGENDA

- 1. Call meeting to order**
- 2. Roll call**
- 3. Public comment**
- 4. New business**
 - a. New Member Vote: David Koldoff as the new Alternate position for Gewalt Hamilton
 - b. New Member Vote: Zach Lesniewicz as the new Alternate position for Hey & Associates
 - c. Discussion Item: NBWW Quality Assurance Project Plan (QAPP) Amendment
 - d. Discussion Item: 2026 Draft Illinois Integrated Water Quality Report NBWW Public Comments
- 5. Old business**
 - a. NBWW field monitoring updates
 - b. Geosyntec Nutrient Assessment Reduction Plan (NARP) Proposal Recommendation to Executive Board
 - c. Grand Valley State University 2026 Microbial Source Tracking Proposal Recommendation to Executive Board
- 6. Member remarks**
- 7. Next meetings:**
 - a. NBWW Monitoring Committee Meeting, June 10, 2026, Deerfield, Village Hall, 850 Waukegan Rd, Deerfield, IL 60015 (**2nd Floor Meeting Room 206**); 12:30pm – 1:30pm
- 8. Adjournment**

May 5, 2026

Brandon Janes, P.E.
President
North Branch Watershed Workgroup (NBWW)
1045 Hackberry Road,
Deerfield, Illinois 60015
bjanes@deerfield.il.us

Subject: Response to Comments received on NBWW NARP

Dear Brandon

Geosyntec Consultants, Inc. (Geosyntec) has prepared this proposal to support NBWW in developing responses to comments received by the Illinois EPA on NBWW's Nutrient Assessment Reduction Plan (NARP).

BACKGROUND AND PROJECT UNDERSTANDING

The NBWW developed the NARP to satisfy a special condition in the National Pollutant Discharge Elimination System (NPDES) permits of two major publicly owned treatment works (POTWs) in the North Branch Chicago River watershed. The NBWW hired a consultant team led by Geosyntec to develop the NARP, which was submitted to the Illinois EPA in December 2025. Illinois EPA has received comments, dated November 18, 2025, from JoAnn Burkholder, Ph.D. (Mississippi Collaborative) on the draft NARP. In addition, Albert Ettinger (Sierra Club) provided comments in an email dated November 19, 2025.

SCOPE OF WORK

Geosyntec will develop a draft technical memorandum that will include detailed responses to the Dr. Burkholder's and Albert Ettinger's comments described above. The draft technical memorandum will be submitted to the NBWW Monitoring Committee for review and feedback. Geosyntec will present the responses at an in-person NBWW Monitoring Committee meeting. The draft memorandum will be revised based on feedback from the NBWW Committee. The NBWW will then submit the technical memorandum to the Illinois EPA.

COMPENSATION

Compensation for the work described above will be based on a time and materials basis at a project level. Our cost estimate for the services described in the proposal is \$25,861. A breakdown of our cost estimate is provided below.

Position	Senior Principal	Principal	Professional	Senior Staff Professional	Project Administrator	
Hourly Rate	\$335	\$315	\$233	\$205	\$99	
	Labor Hours					Total Cost*
1) Burkholder Responses	4	20	34	16	0	\$18,842
2) Ettinger Responses	1	2	4	0	0	\$1,897
3) Address Comments from NBWW	2	4	8	0	0	\$3,794
4) Project Management	0	0	4	4	4	\$1,328
Cost (\$)	\$2,345	\$8,190	\$11,650	\$3,280	\$396	\$25,861

*No indirect costs involved

Brandon James
May 5, 2026
Page 3

CLOSING

Geosyntec appreciates the opportunity to provide this change order to NBWW. If you have any further questions regarding this, please contact Rishab Mahajan at rmahajan@geosyntec.com or 630-203-3361

Sincerely,

Rishab Mahajan

Rishab Mahajan, P.E., CFM, BC.WRE
Principal Engineer

Attachment 1: Confidential Geosyntec Rates

ATTACHMENT 1: GEOSYNTEC CONSULTANTS 2025 U.S. RATE SCHEDULE

	<u>Rate/Hour</u>
Staff Professional	\$180
Senior Staff Professional	\$205
Professional	\$233
Project Professional	\$261
Senior Professional	\$290
Principal	\$315
Senior Principal	\$335
Technician I	\$95
Technician II	\$105
Senior Technician I	\$115
Senior Technician II	\$126
Site Manager I	\$137
Site Manager II	\$152
Construction Manager I	\$166
Construction Manager II	\$179
Senior Designer	
Designer	\$218
Senior Drafter/Senior CADD Operator	\$185
Drafter/CADD Operator/Artist	\$170
Project Administrator	\$153
Clerical	\$81
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	<i>Waived</i>
Specialized Computer Applications (per hour)	\$ 12
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.08

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Construction management fee presented upon request.



AGREEMENT TO PROVIDE SERVICES

By and Between

GRAND VALLEY STATE UNIVERSITY

And

**North Branch Chicago River Watershed
Workgroup**

1 Campus Drive

Allendale, Michigan 49401

("GVSU")

Attention: Marsely Kehoe

Telephone: 616-331-8531

E-mail: kehoema@gvsu.edu

500 W. Winchester Road, Suite 201,
Libertyville, Illinois 60048

("NBCRWW")

Attention: Ashley Strelcheck

Telephone: 847-377-7710

E-mail: astrelcheck@lakecountyil.gov

North Branch Chicago River Watershed Workgroup wishes to retain Grand Valley State University to perform certain services ("**Services**") related to microbial source tracking (MST) services, including providing certain data and data reports ("**Reports**"), described in the statement of work, attached hereto as **Exhibit A ("Statement of Work")** and **Exhibit B ("Cost Estimate Breakdown")**. GVSU represents that it has sufficient training, expertise, and time to provide the Services and is willing to provide such Services as an independent contractor in accordance with the terms and conditions set forth in this agreement ("**Agreement**"). For the purposes of this Agreement, GVSU and NBCRWW may be referred to collectively as the "**Parties,**" or each a "**Party.**"

The Parties agree as follows:

1. **Scope of Services.** GVSU agrees to perform the Services set forth in the Statement of Work. GVSU will not perform any work in furtherance of such Services until this Service Agreement is fully executed.

2. **Payment.** GVSU will invoice NBCRWW in accordance with the fee schedule and payment schedule provided in the Statement of Work. NBCRWW will pay invoices in U.S. dollars within thirty (30) days of receipt and in accordance with invoice instructions.

3. **Reports.** Reports will be the property of NBCRWW. Notwithstanding anything to the contrary in this Agreement, NBCRWW grants to GVSU the right to use such Reports for research and educational purposes, including related publication purposes, subject to Section 7. In the event that GVSU intends to publish any information contained in the Reports, GVSU will give NBCRWW thirty (30) days prior written notice of such publication and will allow NBCRWW to review proposed publication to ensure GVSU's compliance with Section 7.

4. **Works Made for Hire.** The Parties specifically acknowledge and agree that the Services, the Model, the Reports, and any other results of the Services are considered “works for hire,” as that term is defined in the Copyright Law of the United States of America and upon NBCRWW’s payment of GVSU in full under this Agreement shall be the sole property of NBCRWW (subject to GVSU limited use rights described in Section 3).

5. **Title to Equipment, Supplies, and Materials.** Title to any equipment, supplies, and materials purchased by GVSU or NBCRWW for use by GVSU in performing the Services shall vest with and be retained by GVSU, notwithstanding any termination of this Agreement.

6. **Independent Contractors.** GVSU and NBCRWW are independent contractors, neither has the right or authority to bind the other in any way, and no personnel, employees, agents, or representatives of any party shall be deemed to be employees of the other.

7. **Confidential Information.** Should it be necessary for GVSU to receive NBCRWW’s Confidential Information (“**Confidential Information**”), NBCRWW agrees to mark the word “Confidential” on any such Confidential Information; or, if given orally, NBCRWW agrees to reduce such Confidential Information to writing and clearly mark it as “Confidential” within ten (10) days of the oral disclosure. GVSU will not disclose Confidential Information marked as provided above for a period of three (3) years from the date of disclosure unless we include a CRIIA statement where appropriate. Confidential Information does not include information that: (a) is known to the public or otherwise in the public domain at the time of disclosure; (b) becomes publicly known after disclosure by any means other than breach of this Agreement; (c) was already known to GVSU at the time of disclosure; (d) is obtained by GVSU, free of any obligations of confidentiality, from a third party

who has a lawful right to disclose it; (e) is independently generated by or for GVSU without use of such Confidential Information; or (f) is required by law or court order to produce. GVSU agrees to notify NBCRWW before producing any documents under this provision.

8. **Representations.** Each Party represents and warrants to the other that: (a) it has the legal right and power to enter into this Agreement and to perform its obligations hereunder; (b) the performance of its obligations under this Agreement will not conflict with its charter documents or any agreements, contracts, or other arrangements to which it is a party; (c) it is organized, validly existing, and in good standing under the laws of the applicable jurisdiction and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement; and (d) upon execution and delivery of this Agreement, this Agreement shall constitute a valid and binding obligation of such Party, enforceable in accordance with its terms. NBCRWW represents that it will comply with all laws, rules, and regulations applicable to the jurisdiction where the Reports are used, including without limitation any export and import laws. NBCRWW acknowledges and agrees that (i) GVSU is an academic organization and, as such, may utilize methods that have not been accepted by standard-setting organizations or certified by government agencies; (ii) the Services are not performed under Good Laboratory Practices, as that term is defined by federal regulations; (iii) the results of the Services, including the Reports, are not to be used for clinical medicine diagnosis, treatment, or similar purposes; and (iv) if any Services involve a human subjects protocol or research animal protocol, GVSU’s institutional coversheet or letter with an approval number should be provided. GVSU makes no representation that NBCRWW’s use of the Reports will not infringe on any patent or proprietary right of any third party. GVSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE SERVICES OR THE REPORTS.

9. **Other Research and Services.** NBCRWW further acknowledges that GVSU has in the past performed and will in the future perform research and services for GVSU or for third parties concerning medical and scientific information and know-how in furtherance of GVSU's goals for public good, subject to the provisions of Section 7, nothing in this Agreement shall limit the right of GVSU to conduct any research or to provide services of any type to any other party.

10. **Assumption of Risk.** NBCRWW hereby assumes any and all risk associated with (i) any documentation, records, or other materials provided by NBCRWW to GVSU to facilitate the performance of the Services under this Agreement ("**Research Materials**"); (ii) GVSU's use of Research Materials in the performance of Services; and (iii) use of the Reports by NBCRWW or any third parties.

11. **Limitation of Liability.** GVSU's total liability under this Agreement is limited to the total amounts to be paid to GVSU by NBCRWW in accordance with the Statement of Work. GVSU SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY NBCRWW OR ANY OTHER THIRD PARTIES AS A RESULT OF THE SERVICES OR THE REPORTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Term.** This Agreement shall become effective on the date of the final signature hereto, and will remain in effect for one (1) year or until terminated in accordance with Section 13.

13. **Termination.** This Agreement may be terminated, in whole or in part, for any reason or for no reason, by either Party at any time upon fifteen (15) days' notice to the other Party. Additionally, GVSU may terminate this Agreement in accordance with Section 19. Upon termination by either Party, NBCRWW will compensate GVSU for (a) all work completed or in progress as of the date of termination, and (b) any obligations incurred by GVSU as of the date of termination that cannot be revoked or cancelled as of that date.

14. **Survival.** The respective obligations of the Parties set forth in this Agreement that by their nature would continue beyond the termination of this Agreement, including but not limited to obligations concerning payment obligations, title to equipment, confidentiality, use of either Party's name, compliance with laws, and governing law, shall survive the termination of this Agreement.

15. **Dispute Resolution.** If there is a disagreement between the Parties relating to the terms of this Agreement that is not resolved in the normal course of business, either Party may give the other Party written notice of such dispute. Within twenty (20) days after delivery of such notice and thereafter as necessary, the Parties' agents shall meet or conference to exchange relevant information and attempt in good faith to resolve such dispute. If any such dispute cannot be resolved thereby, the Parties shall, before formal legal proceedings are instituted, undertake nonbinding, voluntary, facilitative mediation under the jurisdiction of the United States District Court for the Western District of Michigan, before a mediator agreed upon by the Parties, to attempt in good faith to resolve the dispute, and such mediation shall be conducted at a mutually convenient site agreed upon by the Parties. The Parties agree that any dispute failing resolution in accordance with the foregoing provisions shall be brought before any court of competent jurisdiction of the State of

Michigan or, if the dispute includes issues reserved to the exclusive jurisdiction of the federal district courts, before the United States District Court for the Western District of Michigan, and the Parties irrevocably agree to submit to the jurisdiction of either such court.

16. **Force Majeure.** Neither Party shall be liable for any loss or damage suffered or incurred by the other Party that arises from delay in the performance of, restriction of the Party's ability to perform, or failure to perform the Party's obligations under this Agreement to the extent that and for so long as the delay, restriction, or failure results from any circumstance or occurrence that is beyond the reasonable control of that Party, including but not limited to acts of nature, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, strike, lock-out or other form of industrial action other than an action relating solely to that Party's own workforce (a "**Force Majeure Event**"); provided the Force Majeure Event arises without the fault or negligence of that Party. If a Force Majeure Event affects either Party (the Party experiencing the Force Majeure Event, the "**Affected Party**"), the Affected Party shall promptly notify the other Party of the nature and extent of the Force Majeure Event. The obligations of the Affected Party shall be postponed only for so long as and to the extent necessitated by the Force Majeure Event; provided that if any Force Majeure Event continues for a period exceeding three (3) months, the other Party shall have the right to terminate this Agreement immediately upon written notice to the Affected Party. The Affected Party will use its commercially reasonable best efforts to avoid, remove, or lessen the effects of any Force Majeure Event on its obligations under this Agreement and to resume performance of its obligations under this Agreement as soon as possible. Nothing in this agreement will suspend or modify the obligation of either party to pay any money under this Agreement.

17. **Export Controls and Economic Sanctions.** It is GVSU policy to remain compliant at all times with all U.S. export control regulations, including but not limited to the International Traffic in Arms Regulations and Export Administration Regulations. In the event that NBCRWW wishes to provide export-controlled goods, software, services, or technical data to GVSU during the course of activity under this Agreement, NBCRWW must first notify GVSU's Office of Research Compliance and Integrity of its intention to provide such items and indicate who at GVSU will be the intended recipient. NBCRWW will provide export-controlled items only after GVSU's Office of Research Compliance and Integrity has furnished written confirmation that GVSU is prepared to accept delivery of such items.

18. **Use of Party's Name.** Neither Party will use the name, symbols, marks, or logotypes of the other Party in any publicity, advertising, website, or news release without the prior written consent of the other. This restriction shall not apply to materials used solely for financing purposes, to publicly-available documents identifying the existence of this Agreement, or to regulatory filings required of either Party. NBCRWW will not state or imply that GVSU has tested, approved, or drawn any conclusions regarding any product, substance, or process, except as expressly set forth in the Reports.

19. **Modification; Severability; No Waiver.** No amendment or modification of any terms, provisions or conditions of this Agreement shall be binding or enforceable unless in writing and signed by both of the Parties. If any provision of this Agreement shall be rendered or deemed unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent necessary to permit its enforcement in a manner most closely

approximating the intention of the Parties as expressed herein. If the unenforceable provision is determined by GVSU to be material to this Agreement and cannot be adequately modified to GVSU's satisfaction, GVSU may, at its sole discretion, terminate this Agreement immediately upon written notice to NBCRWW. No waiver by either Party of any right or remedy under this Agreement, or delay in the exercise of any such right or remedy, will constitute a waiver of any other right or remedy.

20. **Assignment.** Neither Party may assign or delegate this Agreement or any of its duties or rights hereunder, whether voluntarily or by operation of law, without the prior written consent of the other Party. If either Party attempts to assign or delegate its duties or rights hereunder, the attempted assignment or delegation will be void and deemed to be a material breach of this Agreement.

21. **Notices.** Any notice, request, approval, consent, authorization, or other communication required or permitted under this Agreement will be in writing and will be considered to have been given if either (a) delivered and receipted by express courier service, charges prepaid, or (b) sent by electronic mail, provided that there is evidence and confirmation of delivery and receipt. Any such communications shall be sent to the appropriate Party at the address indicated above.

22. **Entire Agreement.** This Agreement is the entire agreement between the Parties regarding the subject matter hereof. No verbal agreement or representation between the Parties either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein. If any term or condition of the Statement of Work, or any other work or purchase order that purports to relate to this Agreement, is inconsistent with this Agreement, this Agreement shall supersede such term or condition.

23. **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan and without the application of choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. GVSU and NBCRWW irrevocably agree and consent to the exclusive jurisdiction of state and federal courts located in the State of Michigan for the resolution of claims, disputes, and controversies under this Agreement.

24. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, which may be executed separately or simultaneously and each of which shall be deemed to be the original but all of which together shall constitute one and the same agreement. Electronic signatures and electronically transmitted documents are binding.

The undersigned represent that they are duly authorized to execute this Agreement.

GRAND VALLEY STATE UNIVERSITY

COMPANY

By: _____
(Signature)

By: _____
(Signature)

Marsely Kehoe

Ashely Strelcheck
(Type or Print Name)

Its: Director, Office of Sponsored Programs

Its: _____
(Type or Print Title)

Date: _____

Date: _____

EXHIBIT A

Statement of Work

A. **Description of Work:**

The AWRI analytical lab will provide microbial source tracking (MST) services for 4 dry-weather sampling dates at 5 sites along with blank controls on each date. We budget for human, goose, and ruminant MST markers at each site on each date. Finally, we budget for 1 wet-weather sampling date at 5 sites where a human MST marker will be used (6 total samples when including a blank). AWRI will provide necessary sampling bottles and the North Branch Chicago River Watershed Workgroup will be responsible for all sampling.

B. **Project Period/Timeline:** Work is expected to be completed by Dec 31, 2026.

C. **Budget/Fee:** \$12,700

D. **Payment Schedule & Special Conditions:** Payment is due upon completion of services.

Exhibit B - Cost Estimate Breakdown

Task	Sample Type	Sample Frequency	Parameters	Number of Samples/events	Field/Lab QC Blanks per event	Total Samples/event	Cumulative samples for Project*
Dry Weather Surface Water Monitoring	Grab Sample	4 Events	MST: Human (HF183), Goose (ND2), and/or Ruminant (Rum2Bac)	5	1	4	24
Wet Weather Surface Monitoring	Grab Sample	1 Event	MST: Human (HF183)	5	1	1	6
Total:						30	

* Cumulative samples **analyzed for genetic markers** will vary depending on number of samples which exceed 300 MPN and number of markers chosen for analysis.

Lab Analyses

One marker: \$150

Each Additional marker: \$100

Field/Lab QC Blank: \$100

Total \$ for lab analysis: \$9,799

Indirect Costs: \$2,901

Task	Sample Type	Sample Frequency	Parameters	Number of Samples/events	Field/Lab QC Blanks per event	Cumulative samples for Project (in cost)* 2 filter samples per event included in blank costs	Lab analysis Costs			**Indirect Costs: 29.6% of Total Lab Analysis Costs	TOTALS
							One Marker \$150	Each Additional marker: \$100	Field/Lab QC Blank: \$100		
Dry Weather Surface Water Monitoring	Grab Sample	4 Events	MST: Human (HF183), Goose (ND2), and/or Ruminant (Rum2Bac)	All 5 sites	1	24	\$ 3,600.00	\$ 4,800.00	\$ 400.00	\$ 2,604.80	\$ 11,404.80
<i>Description</i>		<i>May, July, August, Sept.</i>		<i>20 samples</i>	<i>4 Events</i>	<i>20 field samples + 4 field blanks = 24 lab samples</i>	<i>24 samples * \$150 Human</i>	<i>(24 samples * \$100) * 2 Goose & Ruminant</i>		<i>SEE NOTE BELOW</i>	
Wet Weather Surface Monitoring	Grab Sample	1 Event in 2026	MST: Human (HF183), Goose (ND2), and/or Ruminant (Rum2Bac)	All 5 sites	1	6	\$ 900.00	\$ -	\$ 100.00	\$ 296.00	\$ 1,296.00
<i>Description</i>					<i>1 Event</i>	<i>5 field samples + 1 field blank = 6 lab samples</i>	<i>6 samples * \$150 Human Only</i>			<i>SEE NOTE BELOW</i>	
Total Proposal Cost (Not-To-Exceed Cost)										\$ 12,700.80	

Notes:

* Cumulative samples **analyzed for genetic markers** will vary depending on number of samples which exceed 300 MPN and number of markers chosen for analysis.

** Indirect Costs: GVSU (University) overhead costs including (laboratory instrument maintenance, utilities, etc.)

1. Microbial Source NSWDR sampling should be done on 1 day to avoid multiple field/lab blank charges like 2025

Task	Sample Type	Sample Frequency	Parameters	Number of Samples/events	Field/Lab QC Blanks per event	Cumulative samples for Project (in cost)* 2 filter samples per event included in blank costs	Lab analysis Costs		**Indirect Costs: 29.6% of Total Lab Analysis Costs	TOTALS
							One Marker \$150	Field/Lab QC Blank: \$100		
Dry Weather Surface Water Monitoring	Grab Sample	4 Events	MST: Human (HF183)	All 8 sites	1	40	\$ 6,000.00	\$ 400.00	\$ 1,894.40	\$ 8,294.40
<i>Description</i>		<i>May, July, August, Sept.</i>		<i>36 samples</i>	<i>4 Events</i>	<i>36 field samples + 4 field blanks = 40 lab samples</i>	<i>36 samples * \$150 Human Only</i>		<i>SEE NOTE BELOW</i>	
Wet Weather Surface Monitoring	Grab Sample	1 Event in 2026	MST: Human (HF183)	All 8 sites	1	9	\$ 1,350.00	\$ 100.00	\$ 429.20	\$ 1,879.20
<i>Description</i>					<i>1 Event</i>	<i>8 field samples + 1 field blank = 9 lab samples</i>	<i>8 samples * \$150 Human Only</i>		<i>SEE NOTE BELOW</i>	
Total Proposal Cost (Not-To-Exceed Cost)										\$ 10,173.60

Notes:

* Cumulative samples **analyzed for genetic markers** will vary depending on number of samples which exceed 300 MPN and number of markers chosen for analysis.

** Indirect Costs: GVSU (University) overhead costs including (laboratory instrument maintenance, utilities, etc.)

1. Microbial Source NSWDR sampling should be done on 1 day to avoid multiple field/lab blank charges like 2025