AGREEMENT

between the

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

and the

CITY OF LAKE FOREST

for

FOREST PARK NORTH BEACH ACCESS ROAD RAVINE RESTORATION

This is an AGREEMENT, by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION, 500 W. Winchester Rd., Libertyville, Illinois 60048 (hereinafter called SMC) and the CITY OF LAKE FOREST, c/o, Robert Ells, 800 N. Field Dr., Lake Forest, IL 60045 (hereinafter called CITY).

PROJECT DESCRIPTION

The North Beach access road ravine restoration site is located in the City of Lake Forest on the east side of Lake Rd., near Forest Park. This project continues the efforts of the CITY to address erosion, failing slopes, and sedimentation within the ravine. Currently, the ravine bed and slopes are being undermined by erosion from stormwater flow through the channel. Dead and invasive trees, along with dying plant material, are also impairing the ravine system.

The PROJECT scope of work includes lining the sanitary and storm pipes, replacing the failed headwall at the south end of the ravine, restoring the stone riffles, pools, and native vegetation, repairing the sanitary junction chamber, installing a new storm spillway, installing a new box culvert to help convey steep storm flows, repairing the failed walls and side slopes, adding both a new baseflow channel and flood energy dissipation structure at the north end of the ravine, and removing dead and invasive trees and vegetation. This PROJECT will help to alleviate damage caused by stormwater erosion and help to better convey flood waters within the ravine system. These efforts will help to improve water quality, reduce structural damage, and provide natural resource and inter-jurisdictional benefits. This work is hereinafter called the PROJECT.

SCOPE OF WORK

1.   The CITY will complete the PROJECT as described above.

2.   The CITY will hire all consultants and/or contractors and procure all materials and/or equipment necessary to complete the PROJECT.

3.   SMC will provide limited technical assistance to CITY during the PROJECT. This may include review of design documents, permit applications, and/or the methods and materials that will be used during implementation of the PROJECT.

4.   The CITY will obtain all permits and conduct all consultations necessary to complete the PROJECT, including, but not limited to, if necessary, a wetland permit from the US Army Corps of Engineers (USACE), a Watershed Development Permit from SMC or, if applicable, the appropriate certified community, a construction stormwater permit from the Illinois Environmental Protection Agency (ILLINOIS EPA), and a consultation with the Illinois Department of Natural Resources (IDNR) regarding state listed threatened and endangered species. Evidence of such permits and consultations shall be provided to SMC prior to construction. Please note that all permit and consultation fees are the responsibility of CITY and are not reimbursable under this AGREEMENT; however, such permit fees may count toward CITY's share of the total PROJECT cost.

5.   During the PROJECT, CITY will prepare and submit to SMC a brief one to two-page written update report and, upon completion of the PROJECT, a brief one to two-page written final report. Photographic documentation of before and after construction must be included.

SCHEDULE

1.   The CITY shall submit a written update report on the PROJECT to SMC on or before July 31, 2018.

2.   The CITY shall complete the PROJECT on or before November 30, 2018. If necessary, an extension may be requested in writing by CITY prior to such date.

3.   The CITY shall submit a written final report on the PROJECT to SMC on or before November 30, 2018. If necessary, an extension may be requested in writing by CITY prior to such date.

4.   The CITY shall submit a written request for reimbursement of eligible PROJECT expenses to SMC on or before November 30, 2018. If necessary, an extension may be requested in writing by CITY prior to such date. Requests for reimbursement submitted after such date, unless an extension has been granted by SMC, will not be honored.

COMPENSATION

1.   The total cost of the PROJECT is approximately $835,000.

2.   SMC will reimburse CITY for 50% or $25,780 whichever is less, of eligible PROJECT expenditures made after June 1, 2018.

3.   Payment of reimbursable expenditures shall become due and payable by SMC after successful completion of the PROJECT and the receipt of a written request for reimbursement from CITY for the requested reimbursement amount, complete with adequate documentation of the PROJECT expenditures (i.e., invoices, and proof of payment), including in-kind services.

TERMS AND CONDITIONS

1.   The terms of this AGREEMENT are valid until November 30, 2018.

2.   Either party may terminate this AGREEMENT upon thirty days' written notice to the other party. In the event of such termination, SMC shall reimburse CITY for 50% of eligible PROJECT expenditures made up to the date of termination, up to a maximum of $25,780.

3.   All adjustments, additions, and/or deletions to this AGREEMENT, including changes to the PROJECT description and/or scope of work, are subject to the written approval of both parties.

4.   The CITY will include in any publications created for general external circulation, including brochures, newsletters, and website and presentation materials), the following phrase: *"Funding for this project was provided in part by the Lake County Stormwater Management Commission through a Watershed Management Board Grant."*

5.   This AGREEMENT shall be governed by and construed according to the laws of the State of Illinois.

6.   This AGREEMENT supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, as evidenced by the signatures of their duly authorized representative as affixed below.

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION:

CITY OF LAKE FOREST:

_____

_____

Michael D. Warner
Executive Director

Robert Ells
Superintendent of Engineering

Date: _____

Date: _____