

AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and the
CITY OF WAUKEGAN
for
1515 MACARTHUR DRIVE DRAINAGE SWALE

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 WAUKEGAN, c/o, Mike Hewitt, 1700 N. McAree Rd., Waukegan, IL 60087 (hereinafter called CITY).

PROJECT DESCRIPTION

The drainage swale project site is in the City of Waukegan on the south side of MacArthur Drive, just off Lewis Avenue. This project continues the efforts of the CITY to flooding issues.

The project scope of work includes replacing a 15-inch pipe with a swale to carry storm water from approximately 40 acres of tributary area. This project will help to alleviate flooding and associated damage caused by the storm water flow. These efforts will help to reduce structural damage as well as provide interjurisdictional 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, 2020.
2. The CITY shall complete the PROJECT on or before November 30, 2020. 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, 2020. 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, 2020. 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 \$30,000.
2. SMC will reimburse CITY for 50% or \$20,000 whichever is less, of eligible PROJECT expenditures made after the effective date of this agreement.
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, 2020.
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 \$20,000.

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 WAUKEGAN:

Michael D. Warner
Executive Director

Mike Hewitt
Director
Public Works Department

Date: _____

Date: _____