

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE LAKES REGION SANITARY DISTRICT
FOR A HIGHWAY DRAINAGE IMPROVEMENT ALONG
ROLLINS ROAD (COUNTY HIGHWAY 31) NEAR
WILSON BOULEVARD INCLUDING SANITARY SEWER WORK**

THIS AGREEMENT is entered into this ____ day of _____, A.D. 20__, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the LAKES REGION SANITARY DISTRICT, a government agency under the Illinois Sanitary District Act of 1936, acting by and through its President and Board of Trustees, hereinafter referred to as the SANITARY DISTRICT. The COUNTY and the SANITARY DISTRICT are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain drainage improvements along Rollins Road (County Highway 31) near Wilson Boulevard (hereinafter IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, storm sewer and right-of-way drainage improvements and shall be referred to as County Section 15-00080-60-DR; and,

WHEREAS, as of this writing the current letting date for the IMPROVEMENT is July 18, 2017; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Rollins Road; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications (hereinafter PLANS) prepared by the COUNTY’s Division of Transportation (hereinafter LCDOT), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated June 13, 2017 (95% version); and,

WHEREAS, the SANITARY DISTRICT owns and maintains certain sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including sanitary sewer main, manholes and other miscellaneous appurtenances (hereinafter SANITARY SEWER), for which adjustment, and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the SANITARY DISTRICT is desirous that the COUNTY should adjust portions of existing SANITARY DISTRICT-owned SANITARY SEWER structures and appurtenances, and relocate portions of existing SANITARY DISTRICT-owned SANITARY SEWER (collectively hereinafter SANITARY SEWER WORK) as part of the IMPROVEMENT, in accordance with the PLANS, for which the SANITARY DISTRICT shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the SANITARY DISTRICT shall prepare, or cause to be prepared, all specifications relating to the SANITARY SEWER WORK and provide said information to the LCDOT to be incorporated into the PLANS; and,

WHEREAS, a general depiction of the IMPROVEMENT is as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the estimated total cost to the SANITARY DISTRICT for the SANITARY SEWER WORK to be constructed as part of the IMPROVEMENT is as indicated in EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and will be permanent in nature; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the SANITARY DISTRICT do hereby enter into the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.

The Design and Construction of the IMPROVEMENT, SANITARY DISTRICT Reimbursement to the COUNTY and Maintenance of the SANITARY DISTRICT Facilities

1. The SANITARY SEWER WORK is anticipated to consist of removal and replacement of an 8-inch pipe, reconfiguration of an existing manhole, and removal and replacement of two manholes and shall be constructed as depicted in the final approved PLANS. The SANITARY DISTRICT has provided the design information and specifications for the SANITARY SEWER WORK to the LCDOT for inclusion in the contract documents.
2. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans, specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the SANITARY DISTRICT as hereinafter stipulated.

As of this writing, the current PLANS are the 95% set of plans and specifications prepared by the LCDOT and dated June 13, 2017. Said PLANS, by reference herein, hereby become a part hereof.

The SANITARY DISTRICT shall have the opportunity to review and approve the PLANS with respect to the SANITARY SEWER WORK. Said review and approval of the PLANS by the SANITARY DISTRICT shall not be unnecessarily withheld.

3. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is July 18, 2017. (The letting date is subject to change, without prior notice to the SANITARY DISTRICT, and is dependent upon project readiness and the availability of project funding).
4. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the SANITARY DISTRICT as hereinafter stipulated.
5. The SANITARY DISTRICT agrees to assist in applying for the IEPA permit(s) for the sewer reconfiguration and to pay for any required IEPA permit(s), as necessary for the SANITARY SEWER WORK.

6. The SANITARY DISTRICT agrees to assist with facilitating said SANITARY SEWER WORK with local residents including providing communication and notice of any temporary sewer service interruptions if necessary.
7. The SANITARY DISTRICT agrees to prepare, or cause to be prepared, and secure any necessary documents for any easement(s), right-of-entry agreement(s), and/or property owner agreement(s), either permanent or temporary, which may be necessary to facilitate and construct the SANITARY SEWER WORK, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire said easement(s), right-of-entry agreement(s), and/or property owner agreement(s), either permanent or temporary, without reimbursement from the COUNTY.
8. The SANITARY DISTRICT agrees to provide any and all necessary bypass pumping by its own Operations and Maintenance staff to facilitate the SANITARY SEWER WORK to be completed with the IMPROVEMENT, without reimbursement from the COUNTY.
9. The SANITARY DISTRICT shall be responsible for one hundred percent (100%) of the costs for the SANITARY SEWER WORK [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the SANITARY SEWER WORK].
10. The COUNTY shall require the successful bidder to name the SANITARY DISTRICT and RHMG Engineers, Inc. as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed on SANITARY DISTRICT facilities, and require the successful bidder to indemnify and hold harmless the SANITARY DISTRICT and RHMG Engineers, Inc.
11. The COUNTY agrees to construct the SANITARY SEWER WORK in accordance with the PLANS, with reimbursement from the SANITARY DISTRICT as hereinafter specified. The total cost to the SANITARY DISTRICT under THIS AGREEMENT for the construction of said SANITARY SEWER WORK as part of the IMPROVEMENT is estimated to be \$74,646, inclusive of Design Engineering costs and Construction Engineering Supervision costs associated with the SANITARY SEWER WORK, and is as indicated in EXHIBIT B to THIS AGREEMENT.

The SANITARY DISTRICT further agrees that upon award of the construction contract, the SANITARY DISTRICT will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the SANITARY SEWER WORK, an initial payment of one-third (1/3) of its obligation for the SANITARY SEWER WORK. At such time, it is estimated that the SANITARY DISTRICT shall owe to the COUNTY an amount equal to \$24,882.

The SANITARY DISTRICT further agrees to pay the remaining balance of its obligation for the SANITARY SEWER WORK upon completion of the IMPROVEMENT, estimated to be \$49,764, over a two (2) year period without interest, with fifty percent (50%) of the remaining balance due in 2018 and fifty percent (50%) of the remaining balance due in 2019 within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the SANITARY SEWER WORK. At such time, it is estimated that the SANITARY DISTRICT shall owe to the COUNTY a yearly amount approximately equal to \$24,882 in 2018 and in 2019.

12. It is mutually agreed by and between the parties hereto that the SANITARY DISTRICT must submit to the COUNTY, for the COUNTY's approval, an executed form, LOCAL AGENCY UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter LOCAL AGENCY ACCEPTANCE FORM) by August 1, 2017 for the SANITARY SEWER WORK, the approval of which shall not be unnecessarily withheld by the COUNTY.
13. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the SANITARY DISTRICT agrees that the operation and maintenance of the SANITARY SEWER shall be in accordance with the LOCAL AGENCY ACCEPTANCE FORM and that the SANITARY DISTRICT shall perform its maintenance on the SANITARY SEWER within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
14. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over the Rollins Road right-of-way and the SANITARY DISTRICT shall continue ownership and maintenance responsibility of its SANITARY SEWER.

SECTION III.
General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the SANITARY DISTRICT (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The SANITARY DISTRICT is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. The COUNTY agrees to indemnify, defend and hold harmless the SANITARY DISTRICT, its elected officials and its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the design and construction of the IMPROVEMENT as heretofore described.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on August 1, 2017, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to August 1, 2017. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to August 1, 2017, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.

6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2022.

LAKES REGION SANITARY DISTRICT

ATTEST:

Clerk

By: _____
President

Date: _____

RECOMMENDED FOR EXECUTION

Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

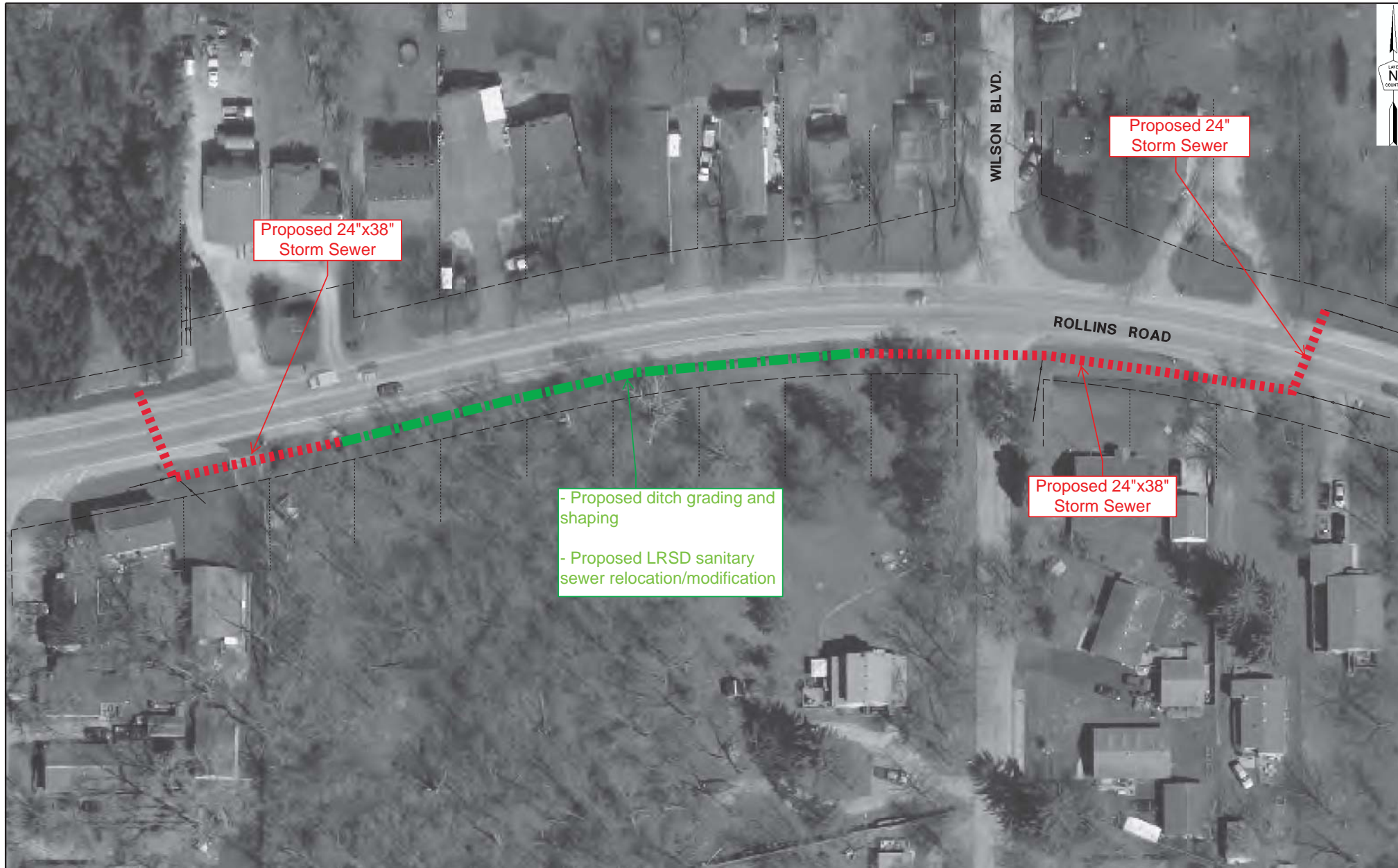
ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____

EXHIBIT A
General Depiction of the IMPROVEMENT
County Section 15-00080-60-DR



REVISIONS / REMARKS		DATE	BY	SURVEYOR	SCALE
NO.	DESCRIPTION			EDN	1" = 40'
				EDN	0 10 20 30 40
				EDN	0 25 50

**ROLLINS RD. AT WILSON BLVD.
DRAINAGE IMPROVEMENTS**



CONCEPT PLAN

ROUTE	SECTION	SECTION NUMBER	SHEET	SHEETS
CH31	080	15-00080-60-DR	-	-

FILE NAME: Us\Design\Carrier\15-00080-60-DR 24848 Rollins Road Drainage\15-00080-60-DR.BASE.dgn

EXHIBIT B
ESTIMATE OF COST
County Section 15-00080-60-DR

	Estimated SANITARY DISTRICT Costs
SANITARY SEWER WORK ⁽¹⁾	\$ 63,800.00
Design Engineering & Construction Supervision associated with the SANITARY SEWER WORK <i>(equal to 17% of construction costs)</i>	\$ 10,846.00
TOTAL	\$ 74,646.00

Initial Payment (2017)	\$ 24,882.00
Payment #2 (2018)	\$ 24,882.00
Payment #3 (2019)	\$ 24,882.00

⁽¹⁾ Source: Engineer's Opinion of Probable Construction Cost, by RHMG, dated 1/24/17