

**AGREEMENT FOR
STORM SEWER AND PAVEMENT REMOVAL AND REPLACEMENT
IN ASSOCIATION WITH THE OAK TERRACE WATER MAIN REPLACEMENT PROJECT**

THIS AGREEMENT is entered into by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, and FREMONT TOWNSHIP HIGHWAY DEPARTMENT, an Illinois Municipal Corporation, acting by and through its Highway Commissioner, hereinafter referred to as the HIGHWAY DEPARTMENT. The COUNTY and the HIGHWAY DEPARTMENT are hereinafter preferred to collectively as the “Parties” to THIS AGREEMENT, and either one if referred to individually as a “party” to THIS AGREEMENT. THIS AGREEMENT shall be effective under the provision below specifying its effective date.

RECITALS

WHEREAS, the COUNTY is undertaking a Water Main Replacement Project in Oak Terrace, Fremont Township, to improve water supply in the area;

WHEREAS, the Water Main Replacement Project will take place along Acorn Lane, Walnut Avenue, Hoag Court, and Oak Avenue;

WHEREAS, as part of this Water Main Replacement Project, the COUNTY will remove and replace seven of the HIGHWAY DEPARTMENT’S existing storm sewer crossings that the new water main will cross;

WHEREAS, this Water Main Replacement Project requires the removal and replacement of storm sewer to meet IEPA separation requirements and associated pavement;

WHEREAS, the IEPA specifications requires horizontal and vertical separation between water main and storm sewer;

WHEREAS, the HIGHWAY DEPARTMENT desires the project to include additional removal and replacement of the storm sewer such that the section of storm sewer to be replaced goes beyond IEPA requirements and extends from structure to structure (“Additional Work”);

WHEREAS, the total estimated reimbursable costs to be paid by the HIGHWAY DEPARTMENT to the COUNTY for the proposed work is attached to THIS AGREEMENT as Exhibit A and is hereby made a part hereof; and

WHEREAS, the Pavement Patching Drawings, which contain depictions of the geographical location of the storm sewer crossings, and are attached to THIS AGREEMENT as Exhibit B and are hereby made a part hereof;

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

**SECTION I.
Recitals/Headings**

1. The foregoing recitals are fully incorporated into and made a part of THIS AGREEMENT.
2. It is mutually agreed by and between the Parties 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.
Water Main Replacement Project and Additional Work**

1. As part of this Water Main Replacement Project, the COUNTY will remove and replace seven of the HIGHWAY DEPARTMENTS existing storm sewer crossings that the new water main will cross to construct the Oak Terrace Water System Improvements. The seven storm sewer crossings are identified in Exhibit B.
2. The COUNTY, through its Public Works Department (“LCPW”), will design, construct, and pay to remove and replace the seven sections of storm sewer crossings in accordance with IEPA requirements.
3. The COUNTY agrees to perform the Additional Work, to remove and replace the seven sections of storm sewer crossings from storm structure to storm structure.
4. The proposed storm sewer crossings are to be designed by LCPW’s consultant and may include input from HIGHWAY DEPARTMENT to conform to the HIGHWAY DEPARTMENT’S standards.
5. The HIGHWAY DEPARTMENT agrees to pay any additional costs of the Additional Work, including excavation, pipe material, backfill, pavement removal and replacement, restoration, and all labor and materials that may be incurred for the Additional Work.
6. The HIGHWAY DEPARTMENT agrees to perform and pay for any rehabilitation and replacement of any of the structures connecting any of the seven storm sewer crossings at the HIGHWAY DEPARTMENT’S discretion.
7. The HIGHWAY DEPARTMENT will continue to own, operate, and maintain the storm sewers after the Water Main Replacement Project is completed.
8. The HIGHWAY DEPARTMENT agrees to pay the COUNTY for the Additional Work. The estimated quantities and costs are outlined in Exhibit A. The total costs to be paid by the HIGHWAY DEPARTMENT to the COUNTY for the Additional Work are estimated to be \$15,000.
9. The HIGHWAY DEPARTMENT agrees to the following:

- a. The anticipated construction letting (bid opening) date is in February 2022.
- b. Upon award of the contract, the COUNTY, through LCPW, will send an initial invoice for the Additional Work for 95% of the Additional Work cost, based on awarded unit prices and measured quantities to the HIGHWAY DEPARTMENT after July 1, 2022.
- c. Within 30 days of the receipt of the initial invoice from LCPW, the HIGHWAY DEPARTMENT will pay the COUNTY in a lump sum 95% of the Additional Work cost.
- d. After August 1, 2022, within 30 days of the receipt of an invoice from the LCPW, the HIGHWAY DEPARTMENT will pay the COUNTY in a lump sum the remaining 5% of the Additional Work cost, and any additional cost incurred for the Additional Work, based on final costs at contract unit prices and measured quantities for actual work performed.

**SECTION III.
General Provisions**

The Parties agree to the following:

1. 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 provisions 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.
2. THIS AGREEMENT shall be deemed to take effect on the date that the last authorized agent of the Parties affixes their signature.
3. 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, such decision shall not affect the remaining portions of THIS AGREEMENT.
4. The agreement of the Parties is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
5. 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.
6. THIS AGREEMENT shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Neither party hereto shall 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 remaining Parties to THIS AGREEMENT.

7. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in Lake County 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, duties, responsibilities and obligations contained herein.
8. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
9. The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.
10. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of THIS AGREEMENT.
11. Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

HIGHWAY DEPARTMENT
 Attn: Highway Commissioner, Alicia Dodd
highway@fremonttownship.com
 22376 Erhart Road, Mundelein, Illinois 60060
 847-223-2848

COUNTY:
 Attn: Interim Director of Public Works, Austin L. McFarlane, AMcFarlane@lakecountyil.gov,
 650 W Winchester Road, Libertyville, IL 60048, Ph. (847) 377-7500

 Sandy Hart
 Chair, Lake County Board

 Date



 Alicia Dodd, Highway Commissioner
 Fremont Township Highway Department

 21 Jan 2022

 Date