

INTERGOVERNMENTAL AGREEMENT
between
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and
LAKE COUNTY DIVISION OF TRANSPORTATION
and
AVON TOWNSHIP
and
FREMONT TOWNSHIP
for the
Four Corners Drain Tile Design and Repair (Wilson Road Section)

This is an agreement by and between the Lake County Stormwater Management Commission, 500 W. Winchester Road, Libertyville, Illinois 60048 (herein referred to as LCSMC) the Lake County Division of Transportation, 600 W. Winchester Road, Libertyville, Illinois 60048 (herein referred to as LCDOT) and Avon Township Highway Department, 433 E. Washington St. Round Lake Park, IL 60073 (herein after referred to as AVON) and Fremont Township Highway Department, 22376 W. Erhart Rd Mundelein, Illinois 60060 (herein after referred to as FREMONT).

PROJECT DESCRIPTION

This project phase consists of design of a replacement storm sewer for a failing drain tile that services the Four Corners Basin as depicted in Attachment A. It is the intent of this project to locate the replacement storm sewer within the existing and/or expanded right of way of Wilson Road (County Highway 7) and to transfer ownership and maintenance to the Lake County Division of Transportation which will be detailed in a future agreement. The work described in the scope of work is hereinafter called the PROJECT.

SCOPE OF WORK

The scope of work and deliverables for the PROJECT are described on Attachment B. LCSMC will act as project manager.

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#10-1128

SCHEDULE AND COMPENSATION

1. The total cost estimate for the Design Phase Scope of Work is \$50,000 with a preliminary engineer's estimate of \$300,000 for construction of this portion of the drain tile system.
2. LCSMC funding shall not exceed \$20,000 for design phase only.
3. LCDOT funding shall not exceed \$10,000 for design phase only.
4. AVON funding shall not exceed \$10,000 for the design phase and not to exceed limit of \$40,000 for all subsequent phases.
5. FREMONT funding shall not exceed \$10,000 for the design phase and not to exceed limit of \$40,000 for all subsequent phases.
6. Payment of reimbursable costs for the design phase of work (\$50,000 total) shall be due and payable by all parties as a percentage of the invoices received as follows; 20% from FREMONT, 20% from AVON, 20% from LCDOT, 40% from LCSMC. 30% of the project amount will be withheld until final payout pending satisfactory completion of the work as described in the Scope of Services and after approval of the same by the SMC Director.
7. All work and reporting requirements associated with this PROJECT shall be completed by November 30, 2011.

ADDITIONAL TERMS AND CONDITIONS

1. Any party may terminate this Agreement upon thirty days written notice to the other parties.
2. All adjustments, additions, and/or deletions to this agreement are subject to the written approval of all four parties.
3. This agreement shall be governed by and construed according to the laws of the State of Illinois.
4. 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.

<p>Lake County Stormwater Management Commission:</p> <hr/> <p>Michael D. Warner, Executive Director</p> <p>Date: _____</p>	<p>Avon Township Highway Dept.</p> <hr/> <p>Tom Brust, Avon Township Highway Commissioner</p> <p>Date: _____</p>
<p>Lake County Division of Transportation:</p> <hr/> <p>Marty Buehler, Director</p> <p>Date: _____</p>	<p>Fremont Township Highway Dept.</p> <hr/> <p>Bill Grinnell, Fremont Township Highway Commissioner</p> <p>Date: _____</p>