

FAP Route 305
State Section: 27R-3
County: McHenry
Job No. C-91-304-02
Agreement No.: JN-113-033
Contract No.: 62517

AGREEMENT

This Agreement entered into this 17th day of SEPTEMBER
2013 A.D, by and between the STATE OF ILLINOIS, acting by and through
its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the
COUNTY of McHENRY the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving approximately 12.626 feet of US
Route 14, FAP Route 305, STATE Section: 27R-3, STATE Job Number:
C-91-304-02, State Contract Number: 62517 by reconstructing, widening, milling,
and resurfacing:

The project consists of roadway reconstruction, with Portland Cement Concrete, to
provide 2-lanes in each direction separated by a 22 foot wide raised and landscaped
median from Lucas Road to and through the intersection of US Route 14 and Illinois
Route 176. From Illinois Route 176 to Crystal Lake Avenue, the improvement
consists of widening and resurfacing with hot-mix asphalt. Also included is
construction of a multi-use path on the north side of US Route 14, extending from
Lucas Road to east of McHenry County Community College. Other work included in
the project: earth excavation and embankment, pavement installation, tree removal,
unsuitable material and special waste removals, installation of combination

concrete curb and gutter, open and enclosed drainage systems, traffic signals and interconnection, lighting modification, pavement markings, landscaping, and performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the COUNTY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The COUNTY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.

5. The COUNTY further agrees that upon award of the contract for this improvement, the COUNTY will pay to the STATE in a lump sum from any funds allotted to the COUNTY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The COUNTY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.
7. The COUNTY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 14 (FAP Route 305) without the consent of the STATE.
9. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

10. The COUNTY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. The COUNTY agrees to obtain from the STATE an approved permit for any COUNTY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
12. Upon final field inspection of the improvement and so long as US Route 14 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, left-turn lanes and right turn lanes, and the curb and gutter stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
13. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including parking lanes and their adjacent curb and gutter, sidewalks, parkways, guardrails, crosswalk and stopline markings, COUNTY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of

storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

14. The COUNTY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US Route 14. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the COUNTY unless there is an agreement specifying different responsibilities.

15. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal(s) shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
US Route 14 @ Ridgefield Rd. (south)		
STATE Share	(100) %	(100) %
COUNTY, Share	(0) %	(0) %

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The STATE agrees to pay their proportionate share of this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.

Payment by the STATE of any or all of its share of maintenance and energy costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

16. The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The COUNTY agrees to pay their proportionate share of this cost as billed by the local power company.
17. The COUNTY agrees that in the event any work is performed by other than COUNTY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

Obligations of the STATE and the COUNTY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

MCHENRY COUNTY

By: Tina R. Hill
(Signature)

By: Tina R. Hill
(Print or Type)

Title: County Board Chairman

Date: 9/17/13

Attest:

Katherine Schuyler
Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF
TRANSPORTATION

By: John Fortmann
John Fortmann, P.E.
Acting Deputy Director of
Highways,
Region One Engineer

Date: 10-15-2013

Job No.: C-91-304-02

Agreement No.: JN-113-033

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 305 known as US Route 14, State Section: 27R-3, the COUNTY agrees to that portion of the plans and specifications relative to the COUNTY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved Joseph R. Kowalski Jr
Title County Engineer
Date 09.19.13

EXHIBIT A ESTIMATE OF COST Contract 62517													
Type of Work	FEDERAL		STATE		MCHENRY COUNTY		MCHENRY COUNTY CONSERVATION DISTRICT		CITY OF CRYSTAL LAKE		MCHENRY COMMUNITY COLLEGE		TOTAL
	\$	%	\$	%		%		%		%		%	
All roadway work excluding the following	15,200,000	80%	\$3,800,000	20%									
P&C Engineering (15%)	2,280,000	80%	\$570,000	20%									\$19,000,000
TRAFFIC SIGNALS													\$2,850,000
US 14 at Ridgefield Rd. (south)	280,000	80%	\$46,550	13.30%	\$23,450	6.7%							
P&C Engineering (15%)	42,000	80%	\$6,983	13.30%	\$3,518	6.7%							\$350,000
US 14 at Woodstock Street	280,000	80%	\$35,000	10%		N/A%		N/A%	\$35,000	10%		N/A%	\$52,500
P&C Engineering (15%)	42,000	80%	\$5,250	10%		N/A%		N/A%	\$5,250	10%		N/A%	\$350,000
US 14 at Crystal Lake Avenue	280,000	80%	\$35,000	10%		N/A%		N/A%	\$35,000	10%		N/A%	\$52,500
P&C Engineering (15%)	42,000	80%	\$5,250	10%		N/A%		N/A%	\$5,250	10%		N/A%	\$350,000
US 14 at Lucas Road		N/A%		N/A%		N/A%		N/A%	\$5,250	10%		N/A%	\$52,500
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%		N/A%	\$350,000	100%	\$350,000
Emergency Vehicle Pre-Emption		N/A%		N/A%		N/A%		N/A%		N/A%	52,500	100%	\$52,500
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$350,000	100%		N/A%	\$350,000
OTHER WORK													\$52,500
Watermain		N/A%		N/A%		N/A%		N/A%					
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$700,000	100%		N/A%	\$700,000
Sanitary Sewer With Prior Rights	\$25,608	80%	\$6,402	20%		N/A%		N/A%	\$105,000	100%		N/A%	\$105,000
P&C Engineering (15%)	\$3,841	80%	\$960	20%		N/A%		N/A%		N/A%		N/A%	\$32,010
Sanitary Sewer Without Prior Rights		N/A%		N/A%		N/A%		N/A%		N/A%		N/A%	\$4,802
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$69,960	100%		N/A%	\$69,960
Illuminated Street Name Sign		N/A%		N/A%		N/A%		N/A%	\$10,494	100%		N/A%	\$10,494
P & C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$59,964	100%			\$59,964
Illuminated Street Name Sign		N/A%		N/A%		N/A%		N/A%	\$8,995	100%			\$8,995
P & C Engineering (15%)		N/A%		N/A%		N/A%		N/A%		N/A%	\$16,036	100%	\$16,036
Multi-Use Path	\$92,000	80%		N/A%		N/A%	\$23,000	20%		N/A%	\$2,405	100%	\$2,405
P&C Engineering (15%)	13,800	80%		N/A%		N/A%	\$3,450	20%		N/A%		N/A%	\$115,000
TOTAL	\$18,581,249		\$4,511,395		\$26,968		\$26,450		\$1,437,413		\$420,941		\$25,004,416

RESOLUTION**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR THE U.S. ROUTE 14 IMPROVEMENT PROJECT AT RIDGEFIELD ROAD**

WHEREAS, in order to obtain federal and state funding of local highway improvements, McHenry County is required, under Illinois Department of Transportation policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, the Illinois Department of Transportation (IDOT) has undertaken a corridor improvement project to reconstruct and add lanes to U.S. Route 14 between Lake Shore Drive in Woodstock and Crystal Lake Avenue in Crystal Lake identified in IDOT's *Proposed Improvements for Illinois Highways FY 2014*; and

WHEREAS, the project includes improvements to the intersection of Ridgefield Road which is a County Highway; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the County of McHenry defines the Local Agency required participation in the improvement and the estimated required local share of the cost of the improvement, said agreement attached hereto and hereby made a part hereof; and

WHEREAS, this resolution serves as Exhibit B as referenced in the attached intergovernmental agreement.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of twenty-six thousand nine hundred and sixty-eight dollars (\$26,968.00) from the Motor Fuel Tax Fund, OCA code 820110-6095; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the County pay to the State in a lump sum from any funds allotted to the County, an amount equal to 80% of its obligation incurred under this agreement, and will pay to said State the remainder of the obligation in a lump sum, upon completion of the project based on final costs; and

BE IT FURTHER RESOLVED, the County agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost; and

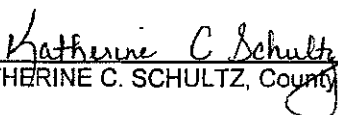
BE IT FURTHER RESOLVED, that this project has been designated as Section 13-00424-00-TL; and

BE IT FURTHER RESOLVED, that the County Board Chairwoman is authorized to execute said agreement; and

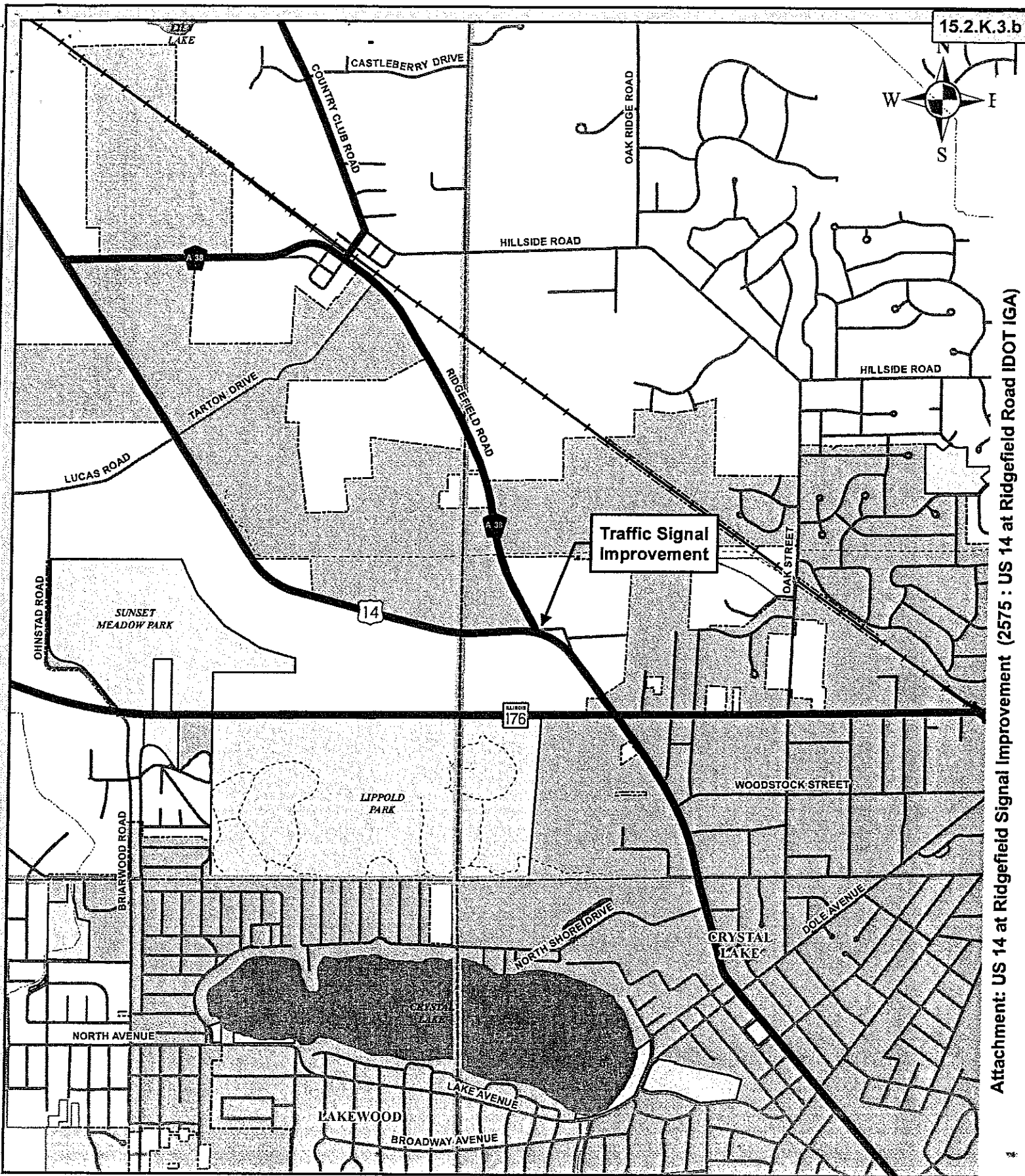
BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three certified copies of this resolution to the Director of Transportation/County Engineer, two of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois

DATED at Woodstock, Illinois, this 17th day of September, A.D., 2013.

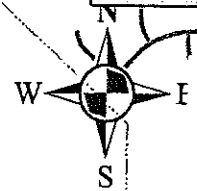
ATTEST:


KATHERINE C. SCHULTZ, County Clerk


TINA R. HILL, Chairwoman
McHenry County Board



15.2.K.3.b



Attachment: US 14 at Ridgefield Signal Improvement (2575 : US 14 at Ridgefield Road IDOT IGA)

DISCLAIMER
Information on this map may contain inaccuracies or typographical errors. Information may be changed or updated without notice. Information on this map is provided "as-is" without warranty of any kind, either express or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable for any direct, indirect, incidental, consequential, special or exemplary damages or lost profit resulting from any use or misuse of this information. Information herein has been reproduced from original sources. Information produced on this map should not be used in place of a survey or legal documents.

DATE
Monday, August 26, 2013

FILE
US 14 at Ridgefield Signal Improvement

PROJECTION
Transverse Mercator
NAD 1983, Illinois State Plane, North

LEGEND

- County Route
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

SCALE
0 500 1,000 2,000 Feet
1 inch = 2,000 feet

US 14 at RIDGEFIELD ROAD TRAFFIC SIGNAL IMPROVEMENT

McHenry County
Division of Transportation

DIVISION OF TRANSPORTATION

Packet Pg. 180



McHenry County Board
County Board Room
Woodstock, IL 60098

15.2.K.3

Meeting: 09/17/13 07:00 PM
Department: Division of Transportation
Category: Contract & Agreement
Prepared By: Walter Dittich

SCHEDULED

RESOLUTION

DOC ID: 2575

TO: McHenry County Board
FROM: Joseph Korpalski
DATE: September 17, 2013
SUBJECT: Resolution Approving an Intergovernmental Agreement with the State of Illinois and Appropriating Funds for the U.S. Route 14 Improvement Project at Ridgefield Road

Board/Committee Action Requested: Staff requests approval of the resolution approving an intergovernmental agreement with the State of Illinois for improvements to the intersection of U.S. Route 14 and Ridgefield Road.

Background: The Illinois Department of Transportation (IDOT) has prepared plans to reconstruct and add lanes to U.S. Route 14 between Woodstock and Crystal Lake. As part of the project, the intersection of U.S. Route 14 and Ridgefield Road will be realigned and have new traffic signals installed. Per standard IDOT cost participation agreements, the State requires reimbursement from the local agencies having jurisdiction of the local legs. The County is only being required to share in the cost of the traffic signals on Ridgefield Road. The cost for improving the roadway will be paid for by IDOT.

Discussion: This project is currently in IDOT's FY2014 for land acquisition and is being made ready for a January 2014 letting in anticipation of receiving construction funding.

This agreement has been reviewed and approved by the McHenry County State's Attorney Office.

Impact on Human Resources: none

Impact on Budget (Revenue, Expenses, Fringe Benefits) The amount requested (\$26,968.00) can be accommodated in the FY 2013 budget under Motor Fuel Tax Funds.

Impact on Capital Expenditures: none

Impact on Physical Space: none

Impact on Other County Department or Outside Agencies: none

Conformity to Board Ordinances and Policies: Conforms to purchasing ordinance and policies.

Attachments / Appendices:

- US 14 IGA (PDF)
- US 14 at Ridgefield Signal Improvement (PDF)

Resolution (ID # 2575)

Meeting of September 17, 2013

HISTORY:

09/04/13 Transportation Committee **RECOMMENDED**

RESOLUTION

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS AND APPROPRIATING FUNDS FOR THE U.S. ROUTE 14 IMPROVEMENT PROJECT AT RIDGEFIELD ROAD

WHEREAS, in order to obtain federal and state funding of local highway improvements, McHenry County is required, under Illinois Department of Transportation policies, to enter into an agreement for the funding of said local improvements; and

WHEREAS, the Illinois Department of Transportation (IDOT) has undertaken a corridor improvement project to reconstruct and add lanes to U.S. Route 14 between Lake Shore Drive in Woodstock and Crystal Lake Avenue in Crystal Lake identified in IDOT's *Proposed Improvements for Illinois Highways FY 2014*; and

WHEREAS, the project includes improvements to the intersection of Ridgefield Road which is a County Highway; and

WHEREAS, the attached intergovernmental agreement between the State of Illinois and the County of McHenry defines the Local Agency required participation in the improvement and the estimated required local share of the cost of the improvement, said agreement attached hereto and hereby made a part hereof; and

WHEREAS, this resolution serves as Exhibit B as referenced in the attached intergovernmental agreement.

NOW THEREFORE BE IT RESOLVED, by the County Board of McHenry County, Illinois, that the attached intergovernmental agreement is hereby approved and that there is hereby appropriated the sum of twenty-six thousand nine hundred and sixty-eight dollars (\$26,968.00) from the Motor Fuel Tax Fund, OCA code 820110-6095; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the County pay to the State in a lump sum from any funds allotted to the County, an amount equal to 80% of its obligation incurred under this agreement, and will pay to said State the remainder of the obligation in a lump sum, upon completion of the project based on final costs; and

BE IT FURTHER RESOLVED, the County agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost; and

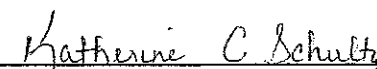
BE IT FURTHER RESOLVED, that this project has been designated as Section 13-00424-00-TL; and


BE IT FURTHER RESOLVED, that the County Board Chairwoman is authorized to execute said agreement; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit three certified copies of this resolution to the Director of Transportation/County Engineer, two of which will be forwarded to the Illinois Department of Transportation through its regional engineer's office at Schaumburg, Illinois

DATED at Woodstock, Illinois, this 17th day of September, A.D., 2013.

ATTEST:


KATHERINE C. SCHULTZ, County Clerk


TINA R. HILL, Chairwoman
McHenry County Board

STATE OF ILLINOIS)
 SS
COUNTY OF MCHENRY)

I, Katherine C. Schultz, County Clerk within and for said County and State aforesaid, do hereby certify the attached to be a true and complete copy of Resolution No. R-201309-82-196 Approving an Intergovernmental Agreement with the State of IL and appropriating funds for the US Route 14 improvement project at Ridgefield Road

WHEREOF I have hereunto subscribed my hand and affixed the official seal of said County, at my office in Woodstock, Illinois this 17th day of October A.D, 2013 .

Katherine C Schultz
McHenry County Clerk