

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CRYSTAL LAKE AND THE COUNTY OF
MCHENRY WITH RESPECT TO THE REIMBURSEMENT OF COSTS FOR
THE RANDALL ROAD PROJECT**

This AGREEMENT is entered into this _____ day of _____, 2023, by and between the City of Crystal Lake, a municipal corporation of the State of Illinois, hereinafter referred to as the CITY, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the COUNTY. The CITY and the COUNTY are collectively sometimes referred to as the PARTIES. This agreement shall hereinafter be referred to as the “AGREEMENT.”

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, is desirous of making certain roadway and non-motorized facility improvements along the Randall Road corridor between Ackman Road and Polaris Drive/Acorn Lane in the City of Crystal Lake and the Village of Lake in the Hills in Algonquin Township including road widening and reconstruction, multi-use paths, sidewalks, traffic signals, bridges and street lighting; and

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the IMPROVEMENTS. The IMPROVEMENTS shall also be referred to as COUNTY Section 06-00329-02-PW; and

WHEREAS, a portion of the IMPROVEMENTS falls within the CITY’s municipal boundaries and impacts the CITY’s facilities; and

WHEREAS, Randall Road is under the jurisdiction of the COUNTY; and

WHEREAS, Miller Road (West of Randall Road), Village Road, Angela Lane and Alexandra Boulevard are under the jurisdiction of the CITY; and

WHEREAS, the IMPROVEMENTS will be of immediate benefit to the residents of the COUNTY and the CITY; and

WHEREAS, a general depiction and the approximate limits of the IMPROVEMENTS are as indicated in EXHIBIT A to this AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the COUNTY and the CITY desire to install, as part of the IMPROVEMENTS, landscaping, street lighting as well as bicycle & pedestrian facilities, hereinafter referred to as ACCOMMODATIONS; and

WHEREAS, the IMPROVEMENTS shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by TranSystems dated November 2, 2023

(hereinafter PLANS) which by reference herein, hereby become a part hereof, and which have been provided to the CITY for its review and comment; and

WHEREAS, the COUNTY and CITY, in order to increase engineering efficiencies and reduce cost, desire to include the ACCOMMODATIONS with the IMPROVEMENTS for bidding and contracting; and

WHEREAS, the construction of the IMPROVEMENTS necessitates the relocation, removal and adjustment to CITY water main facilities, hereinafter referred to as the WATER MAIN MODIFICATIONS; and

WHEREAS, the COUNTY intends to carry out, at no cost to the CITY, that portion of the WATER MAIN MODIFICATIONS relating to the removal of the existing CITY water main that is in conflict with the IMPROVEMENTS between Angela Lane and Alexandra Boulevard, hereinafter referred to as EXISTING WATER MAIN; and

WHEREAS, the remaining elements of the WATER MAIN MODIFICATIONS shall be constructed by the CITY as a separate CITY project and will not be included in the bidding and contracting conducted by the COUNTY in connection with the IMPROVEMENTS; and

WHEREAS, the CITY desires to install gateway signs and other aesthetic features within the COUNTY right-of-way, for which the CITY shall submit an application post construction as part of the COUNTY's permit process; and

WHEREAS, the CITY is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq.; and

WHEREAS, the COUNTY, by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), and the CITY, by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) and the City's home rule authority are authorized to enter into this AGREEMENT; 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 CITY do hereby agree as follows:

**SECTION I.
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth herein.
2. 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.
COUNTY Commitments**

1. The COUNTY shall prepare, or cause to be prepared, a final version of the PLANS and contract letting documents for the IMPROVEMENTS in accordance with COUNTY policies and standards. The CITY shall have the opportunity to review and approve the final version of the PLANS prior to the letting of the IMPROVEMENTS, the approvals of which shall not be unreasonably withheld by the CITY.
2. The COUNTY shall prepare, or cause to be prepared, all necessary documents for any rights-of-ways or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENTS, inclusive of plats, deeds and legal descriptions that may be necessary to acquire those rights-of-ways or easements, either permanent or temporary.
3. The COUNTY shall cause the IMPROVEMENTS to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENTS in accordance with COUNTY procedures and requirements.
4. The COUNTY at its sole cost, shall remove the CITY’s EXISTING WATER MAIN that is in conflict with the IMPROVEMENTS at no cost to the CITY.
5. In accordance with the McHenry County Tree Planting and Replacement Policy, the COUNTY shall compensate the CITY for the replacement of twenty-eight (28) trees to be planted on property owned or under the control of the CITY. Planting and establishment of the twenty-eight (28) trees will be accomplished within two (2) years of the completion of the IMPROVEMENTS. The CITY shall plant all trees within McHenry County.

The COUNTY shall pay the CITY seventeen thousand dollars (\$17,000.00) for the cost of the tree replacement. The COUNTY shall pay said amount to the CITY within sixty (60) days of notification to the CITY by the COUNTY of the contract award of the IMPROVEMENTS. The compensation provided by the COUNTY will constitute its total obligation for tree replacement incurred as a result of the IMPROVEMENTS.

6. The COUNTY shall construct a shared-use path on the east side of Randall Road and the north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY’s municipal boundary at no cost to the CITY. Following completion, the City shall be responsible for maintenance of the shared use path at no cost to the COUNTY.

7. The COUNTY shall construct a sidewalk on the west side of Randall Road and the north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the CITY. Following completion, the City shall be responsible for maintenance of the sidewalk at no cost to the COUNTY.
8. The COUNTY shall construct intersection improvements at Miller Road (West of Randall Road), Village Road, Angela Lane and Alexandra Boulevard as shown on the PLANS and within the CITY's municipal boundary at no cost to the CITY.
9. The COUNTY shall construct a bridge on Miller Road (west of Randall Road) to convey the Woods Creek Tributary under Miller Road at no cost to the CITY. Following completion, the CITY shall be responsible for maintenance of the bridge at no cost to the COUNTY.
10. The COUNTY shall construct a street lighting system along Randall Road to provide improved safety for the motoring public, bicyclists and pedestrians as no cost to the CITY. The COUNTY shall maintain the lighting system at no cost to the CITY.
11. The COUNTY shall construct a traffic signal at the intersection of Randall Road and Alexandra Boulevard at no cost to the CITY. The COUNTY shall maintain the traffic signal at no cost to the CITY.
12. The COUNTY shall construct a landscaped median on Randall Road within the CITY's municipal boundaries, including trees and perennial plantings, as selected by the CITY, and in accordance with the PLANS. The COUNTY shall issue a facility permit to the CITY for the landscaped median following substantial completion of the IMPROVEMENTS.
13. The COUNTY shall continue to permit a breakaway CITY gateway sign on the east side of Randall Road, north of Roosevelt Road. The COUNTY shall issue a facility permit to the CITY to install the gateway sign following substantial completion of the IMPROVEMENTS. The COUNTY shall provide a flat location generally located near the original location for the relocated gateway sign.
14. The COUNTY shall allow the CITY to be involved with the approval of the aesthetic color choices for the bridge, noise walls, etc. within the CITY's municipal boundaries.
15. The COUNTY shall pay for all project costs of the IMPROVEMENTS, including design engineering, surveying, land acquisition, construction, and construction engineering supervision, subject to reimbursement from the CITY as described in EXHIBIT B to this AGREEMENT, which is attached hereto and is hereby made a part hereof.
16. The Illinois Department of Transportation will let and award the IMPROVEMENTS. The anticipated letting date for the IMPROVEMENTS is January 19, 2024. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
17. The COUNTY shall require the successful bidder to name the CITY as an additional insured on any liability coverage required pursuant to such contracts.

18. The COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation an authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the CITY, its elected and appointed officials, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged act or omission related to the construction, installation, or use of the IMPROVEMENTS by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the CITY.

**SECTION III.
CITY Commitments**

1. The CITY shall prepare, or cause to be prepared, the necessary surveys, obtain all necessary permits and perform the necessary engineering and construction for the WATER MAIN MODIFICATIONS at no cost to the COUNTY, subject only to the responsibility of the COUNTY relating to the removal of the EXISTING WATER MAIN. The WATER MAIN MODIFICATIONS shall be constructed in a timely manner in order to ensure that the EXISTING WATER MAIN can be abandoned by no later than July 1, 2024.
2. In accordance with the McHenry County Tree Planting and Replacement Policy, the COUNTY shall compensate the CITY for the replacement of twenty-eight (28) trees to be planted on property owned or under the control of the CITY. The CITY shall plant and establish twenty-eight (28) trees within two (2) years of the completion of the IMPROVEMENTS. The CITY shall plant all trees within McHenry County. The CITY shall be responsible for any and all maintenance associated with the trees at no cost to the COUNTY.

The CITY certifies that it has a tree planting program to facilitate the expenditure of these funds and that the trees planted will only serve as a public benefit and that the funds will be utilized to purchase and install trees per this AGREEMENT. The CITY agrees that no tree purchased with funds provided pursuant to this AGREEMENT shall be placed on private property. Such placement of trees on private property shall be grounds for immediate breach of this AGREEMENT and the CITY will be required to immediately return to the COUNTY all funds used to place trees on private property.

3. Upon substantial completion of the IMPROVEMENTS, the CITY shall own, operate and maintain the shared-use path on the east side of Randall Road and the north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the COUNTY. The CITY shall submit an application for a facility permit to the COUNTY for said shared-use path.

Maintenance is defined as any activity necessary to cause the shared-use path to function in accordance with CITY standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future, within the limits of this IMPROVEMENTS, the COUNTY shall repair the shared-use path at no cost to the CITY.

4. Upon substantial completion of the IMPROVEMENTS, the CITY shall own, operate and maintain the sidewalk on the west side of Randall Road and north side of Miller Road (west of Randall Road) as shown on the PLANS and within the CITY's municipal boundary at no cost to the COUNTY. The CITY shall submit an application for a facility permit to the COUNTY for said sidewalk along Randall Road.

Maintenance is defined as any activity necessary to cause the sidewalk to function in accordance with CITY standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future within the limits of this IMPROVEMENTS, the COUNTY shall repair the sidewalk at no cost to the CITY.

5. Upon completion of the IMPROVEMENTS, the Miller Road Bridge conveying the Woods Creek Tributary under Miller Road (West of Randall Road), which is within the CITY's municipal boundary and within the CITY's jurisdiction of Miller Road, the CITY shall own and operate the new Miller Road Bridge and shall be responsible for any and all inspections, maintenance, repairs and reconstruction associated with the bridge at no cost to the COUNTY.
6. The CITY shall be responsible for one hundred percent (100%) of the costs associated with the energy needed for the traffic signals on Randall Road at Miller Road and at Alexandra Boulevard.
7. The CITY shall reimburse the COUNTY one hundred percent (100%) of the costs associated with the landscaping to be installed by the COUNTY upon the median on Randall Road within the CITY's municipal boundaries, above and beyond the COUNTY's Tree Planting and Replacement Policy, as described in EXHIBIT B to this AGREEMENT. The PLANS identify seventy (70) trees which will be planted in the median which the COUNTY shall install at no cost to the CITY. Following installation, the CITY shall be responsible for any and all maintenance and repairs associated with all trees, turf, planter beds and plantings in the landscaped median at no cost to the COUNTY. No vegetation will be permitted to overhang the curb, at a height of less than eighteen (18) feet, and/or interfere with the traffic operations on Randall Road. If this occurs, the interfering vegetation shall be removed and/or trimmed by the CITY. The COUNTY reserves the right to require the removal of landscaping that poses a hazard to the motoring public and/or interferes with the routine maintenance of County right-of-way.

Maintenance of the landscaped medians is defined as the proper care and trimming of any trees or shrubs planted, any replacement of landscaping (plants and trees); watering the landscaping as required to maintain the viability of the landscaping; street cleaning and/or storm sewer and drainage structure debris removal associated with the median landscaping, and other activities as required to remove landscaping debris; and/or any repairs to the curb and gutter and drainage system damage that clearly resulted from roots from the landscaping.

Maintenance does not include any damage caused by the COUNTY's routine maintenance such as snow removal, with the exception of de-icing agents. The COUNTY shall make all reasonable efforts to adopt and implement standard practices that are intended not to cause damage to the landscaping. Damage caused by the COUNTY's routine maintenance is the responsibility of the COUNTY. It is understood aside from landscaping maintenance, that the County right-of-way, including the pavement, storm water management system, curbs, storm sewers, structures, detention basins, flow control features, etc. will remain the ownership and maintenance responsibility of the COUNTY.

It is mutually agreed by and between the PARTIES that should the COUNTY need to perform any maintenance activity or future project which impacts the landscaping in any way, then the cost to relocate the landscaping shall be borne by the CITY if the CITY can relocate and reuse the plant materials; otherwise the cost to replace the landscaping shall be borne by the COUNTY. The COUNTY will restore the right-of-way to the original condition with the exception of plant materials beyond turf grass. The CITY shall be given thirty (30) days prior notice to the start of projects to remove and relocate the landscaping. The CITY should have courtesy review on projects that may impact the landscaping.

8. The CITY shall perform mowing operations along Randall Road within the CITY's municipal boundaries as described below:
 - a. West Side of Randall Road: Back of curb to the right-of-way.
 - b. Center Landscaped Median: Back of curb to back of curb.
 - c. East Side of Randall Road: Back of curb to 5 feet east of the bike path or the right-of-way, whichever is less.
9. The CITY shall pay one hundred percent (100%) of the costs associated with the removal and replacement of the existing gateway sign on the east side of Randall Road, north of Roosevelt Road. The CITY shall be responsible for any and all maintenance, repairs and reconstruction associated with the gateway sign at no cost to the COUNTY. The CITY shall submit an application for a facility permit to the COUNTY to install the gateway sign following substantial completion of the IMPROVEMENTS.
10. Noise Ordinance Waiver. In an effort to minimize the impact to traffic and businesses, portions of the project will be performed at night, generally between peak travel times. The CITY agrees to waive and will not enforce City Code 358-6J relating to and for the duration of the project to construct the IMPROVEMENTS, in order to allow "Construction Activity" to occur outside the identified hours of work. The CITY must be kept informed of the working hours outside the ordinance. Should the CITY receive excessive residential complaints, this waiver can be revoked.
11. The CITY shall reimburse the COUNTY for construction and engineering costs associated with the certain elements of the IMPROVEMENTS for which the CITY is responsible in accordance with this AGREEMENT and as more particularly described in EXHIBIT B to this AGREEMENT.
12. The CITY shall remit to the COUNTY an amount equal to ninety-five percent (95%) of the construction and engineering costs relating to the IMPROVEMENTS for which the CITY is

responsible pursuant to this AGREEMENT and as more particularly described in EXHIBIT B, based upon awarded unit prices, within sixty (60) days of receiving notice of the contract award.

13. The CITY agrees to reimburse the balance of its responsibility for the construction and engineering costs associated with the IMPROVEMENTS as set forth in this AGREEMENT and for which the CITY is responsible pursuant to this AGREEMENT and as more particularly described in EXHIBIT B based upon awarded unit prices, within sixty (60) days of receiving notice by the COUNTY of substantial completion of construction of the IMPROVEMENTS. Substantial completion means the construction is sufficiently complete in accordance with the PLANS so that the motoring public may travel in a normal traffic pattern, although punch list items remain to be completed.
14. The CITY further agrees to pass a supplemental resolution to provide necessary funds for the IMPROVEMENTS if the amount appropriated proves to be insufficient, to cover said costs.

SECTION IV. General Provisions

1. This AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in this AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the CITY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the CITY, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under this AGREEMENT.
3. Each person executing this AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver this AGREEMENT have been taken; and (iii) this AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.
4. The Effective Date of this AGREEMENT will be the first day of the month following the date upon which this AGREEMENT has been executed by the PARTIES.
5. 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.

6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the CITY shall be addressed to, and delivered at, the following addresses:

City Manager
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attention: Name, Title
ehelm@crystallake.org

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES 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.
11. This AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry 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.
12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.
13. This AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

CITY OF CRYSTAL LAKE

ATTEST:

Nick Kachiroubas
City Clerk

By: _____
Haig Haleblian
Mayor

Date: _____

COUNTY OF MCHENRY

ATTEST:

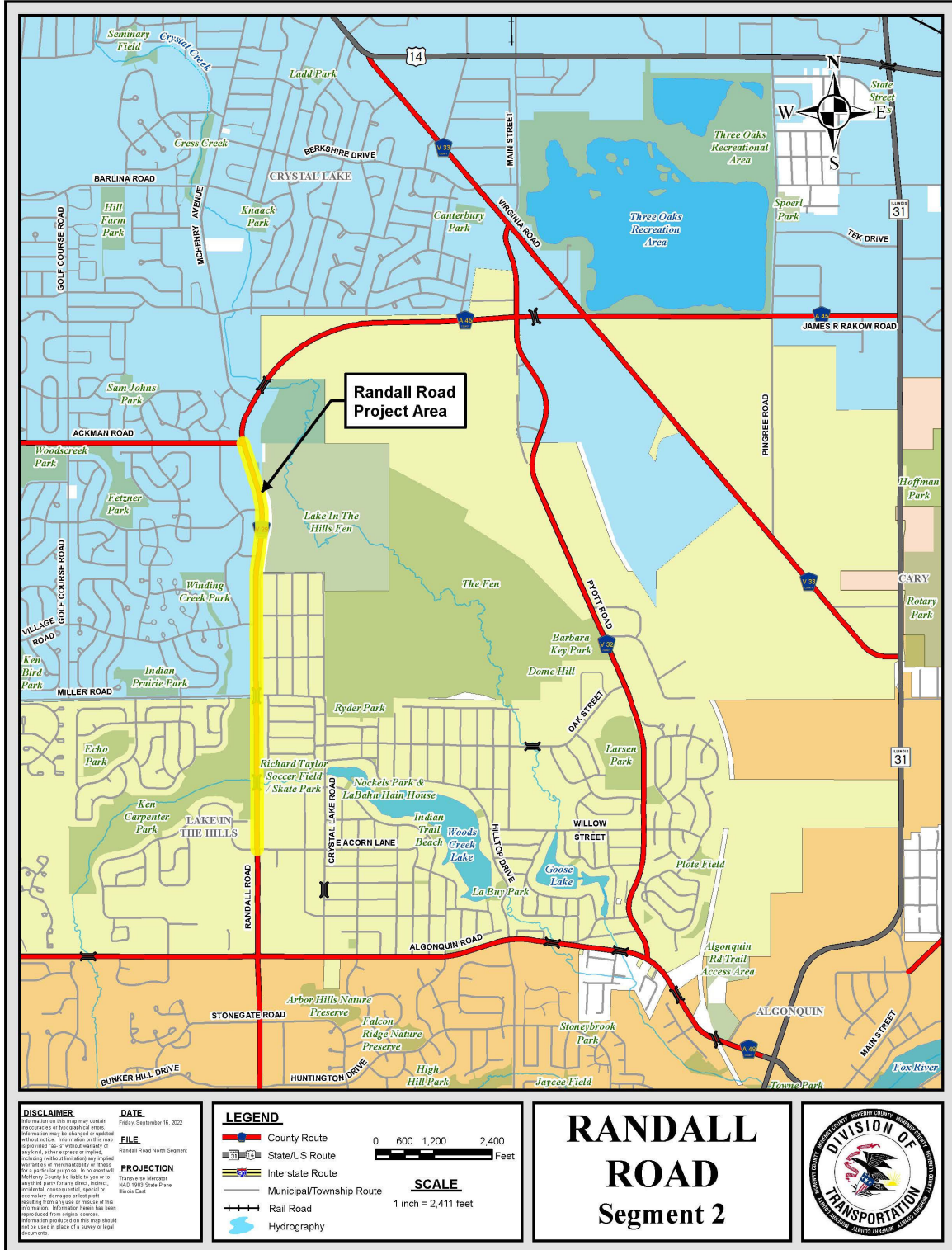
Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A General Depiction of the IMPROVEMENTS

The Improvement will generally be located in the area depicted in the map below.



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 but not limited to any implied warranties of merchantability or fitness for a particular purpose. The user and the user's County are liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profits 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 document.

DATE
Friday, September 16, 2022

FILE
Randall Road North Segment

PROJECTION
Transverse Mercator
NAD 1983 State Plane
Illinois East

LEGEND

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

0 600 1,200 2,400 Feet

SCALE
1 inch = 2,411 feet

RANDALL ROAD Segment 2



**EXHIBIT B
COST PARTICIPATION**

**Estimated Division of Costs for the Randall Road Improvements
North Contract (Polaris Drive/Acorn Lane to Ackman Road)**

Item	Estimated Cost	Portion Attributable to the County					
		Maint %	Cost %	Const \$	DE 7%	CE 10%	County Total
Sidewalk	\$257,000	0%	100%	\$257,000	\$18,000	\$26,000	\$301,000
Shared-use Path	\$176,000	0%	100%	\$176,000	\$12,500	\$18,000	\$206,500
Watermain Removal	\$80,000	N/A	100%	\$80,000	\$5,500	\$8,000	\$93,500
City Roadway Improvements	\$790,000	0%	100%	\$790,000	\$55,500	\$79,000	\$924,500
Alexandra Blvd Signal	\$435,000	100%	100%	\$435,000	\$30,500	\$43,500	\$509,000
Miller Road Bridge	\$2,381,000	0%	100%	\$2,381,000	\$167,000	\$238,000	\$2,786,000
Lighting	\$975,000	100%	100%	\$975,000	\$68,500	\$97,500	\$1,141,000
Tree Replacement Paid to the City	\$17,000	0%	100%	\$17,000	-	-	\$17,000
Median Trees	\$42,000	0%	100%	\$42,000	\$3,000	\$4,500	\$49,500
Median Plantings	\$98,000	0%	0%	\$0	\$0	\$0	\$0
Project Totals	\$5,251,000			\$5,153,000	\$360,500	\$514,500	\$6,028,000

Item	Estimated Cost	Portion Attributable to the City					
		Maint %	Cost %	Const \$	DE 7%	CE 10%	City Total
Sidewalk	\$257,000	100%	0%	\$0	\$0	\$0	\$0
Shared-use Path	\$176,000	100%	0%	\$0	\$0	\$0	\$0
Watermain Removal	\$80,000	N/A	0%	\$0	\$0	\$0	\$0
City Roadway Improvements	\$790,000	0%	0%	\$0	\$0	\$0	\$0
Alexandra Blvd Signal	\$435,000	0%	0%	\$0	\$0	\$0	\$0
Miller Road Bridge	\$2,381,000	100%	0%	\$0	\$0	\$0	\$0
Lighting	\$975,000	0%	0%	\$0	\$0	\$0	\$0
Tree Replacement Paid to the City	\$17,000	100%	0%	\$0	-	-	\$0
Median Trees	\$42,000	100%	0%	\$0	\$0	\$0	\$0
Median Plantings	\$98,000	100%	100%	\$98,000	\$7,000	\$10,000	\$115,000
Project Totals	\$5,251,000			\$98,000	\$7,000	\$10,000	\$115,000

Engineer's Estimate of Probable Cost by TranSystems, Dated November 2, 2023

The CITY's Estimated Initial Payment at Contract Award (95%) = \$109,250
The CITY's Estimated Final Payment at Substantial Completion (5%) = \$5,750
The CITY's Estimated Total Payment to McHenry County = \$115,000

EXHIBIT B REFLECTS ESTIMATES OF COSTS. THE ACTUAL COSTS TO THE CITY SHALL BE BASED UPON AWARDED UNIT PRICES FOR THE ELEMENTS OF THE IMPROVEMENTS DETAILED ABOVE.