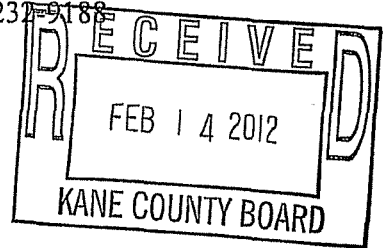


County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188



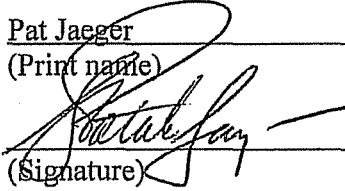
**DOCUMENT VET SHEET**  
for  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: IGA between IDOT and County of Kane regarding construction of  
IL Route 64 from 38<sup>th</sup> Avenue to IL Route 59 (IL 64/Kirk)

Submitted by: Linda Haines

Date Submitted: January 2012

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

01-17, 2012  
(Date)

Post on Web: Yes  No  Atty. Initials \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No 2/19/2012  
(Date)

Document returned to: \_\_\_\_\_

FAP Route 307  
IL Route 64  
State Section: 130R-2  
DuPage & Kane Counties  
Job No. : C-91-101-92  
Agreement No.: JN-111-050  
Contract No.: 62410

## AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 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 KANE of the STATE OF ILLINOIS, hereinafter called the COUNTY.

### WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and insure safety of the motoring public, is desirous of improving approximately 19,014 lineal feet (3.60 miles) of IL Route 64, (FAP Route 307), STATE Section 130R-2, State Job Number: C-91-101-92, from east of Kirk Road easterly to west of IL Route 59, as follows:

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Milling and resurfacing the roadway from east of Fieldcrest Drive to west of 38<sup>th</sup> Avenue. Reconstructing IL Route 64 from 38<sup>th</sup> Avenue to IL Route 59 and providing three 3, twelve (12) foot through traffic lanes in each direction; an 8 foot to 30 foot variable width barrier median; a 12 foot and variable width left turn lane at 38<sup>th</sup> Avenue, Pheasant Run entrance, Keil Road, Reque Road, Conte Parkway, and Atlantic Drive; providing two (2), twelve (12) foot and variable width left turn lanes at Kautz/Smith Road. Modernizing traffic signals and installing an interconnection at the IL 64/Kirk Road, IL 64/Foxfield Commons, IL 64/38<sup>th</sup> Avenue, IL 64/Kautz Road/Smith Road, IL 64/Pheasant Run entrance and IL 64/Atlantic Drive intersections. Installing continuous highway lighting and constructing PCC sidewalks on the north side of IL

64 from 38<sup>th</sup> Avenue to the Pheasant Run entrance. Concrete pavement widening and hot-mix asphalt pavement resurfacing from 38<sup>th</sup> Avenue to Kautz Road/Smith Road; constructing combination concrete curb and gutter on IL 64 from 38<sup>th</sup> Avenue to Kautz Road/Smith Road; constructing PCC shoulders and a storm sewer system for highway drainage.

Reconstructing Kautz Road/Smith Road at the intersection with IL Route 64 to provide one (1), twelve (12) foot through lane in each direction with an exclusive twelve (12) foot left turn lane; constructing curb and gutter; and installing highway transition lighting.

Interim improvements will be provided at Powis Road at the intersection with IL Route 64 to provide one (1), twelve (12) foot through lane and one (1), twelve (12) foot left lane in each direction with an exclusive twelve (12) foot right turn lane for northbound Powis Road, constructing curb and gutter, and installing highway transition lighting.

Removal and replacement of the IL Route 64 highway bridge over the EJ&E and Union Pacific Railroads providing three (3), twelve (12) foot through traffic lanes and a twelve (12) foot shoulder in each direction separated by a thirty (30) foot wide barrier median. Construction of retaining walls east and west of the EJ&E Railroad and Union Pacific Railroad tracks as they approach the IL 64 highway bridge. Utility adjustments; water main installation; and by 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 costs, 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.

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 DEPARTMENT 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.

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.

5. 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.
6. 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 Illinois Route 64 without the consent of the STATE.
7. The COUNTY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. Upon final field inspection of the improvement and so long as Illinois Route 64 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes lying on either side of the centerline of Illinois Route 64 and the left-turn lanes and right turn lanes thereof and the curb and gutter and or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

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9. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement which are on Illinois Route 64 that are not otherwise maintained by the STATE, including COUNTY owned utilities and those things appurtenant thereto.
10. The COUNTY further agrees to continue or cause to be continued its existing maintenance responsibilities on Kirk Road that are a part of the improvement, including all left and right turn lanes on the Kirk Road approaches to Illinois Route 64, up to the through edge of pavement of Illinois Route 64. Drainage facilities, if any, at Kirk Road located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the

COUNTY unless a written agreement specifying different maintenance responsibilities is approved by the parties.

11. 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>
III. Route 64 @ Kirk Rd.		
STATE Share	( 100 )%	( 50 )%
COUNTY Share	( 0 )%	( 0 )%
St. Charles Share	( 0 )%	( 50 )%

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
III. Route 64 @ Foxfield Commons		
STATE Share	( 50 )%	( 50 )%
COUNTY Share	( 0 )%	( 0 )%
St. Charles Share	( 50 )%	( 50 )%

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
III. Route 64 @ Charlestowne Mall West Ent.		
STATE Share	( 100 )%	( 50 )%
COUNTY Share	( 0 )%	( 0 )%
St. Charles Share	( 0 )%	( 50 )%

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
III. Route 64 @ Charlestowne Mall East Ent/ 38 <sup>th</sup> Ave..		
STATE Share	( 50 )%	( 50 )%
COUNTY Share	( 0 )%	( 0 )%
St. Charles Share	( 50 )%	( 50 )%

Intersection	Maintenance	Elect. Energy
III. Route 64 @ Smith Rd./Kautz Rd.		
STATE Share	( 100 )%	( 50 )%
COUNTY Share	( 0 )%	( 0 )%
St Charles Share	( 0 )%	( 50 )%

It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE, either with its own forces or through an ongoing contractual agreement.

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, CITY or VILLAGE) 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.

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.

COUNTY OF KANE

By: *Karen McConnaughay*  
(Signature)

Attest:

By: Karen McConnaughay  
(Print or Type)

\_\_\_\_\_  
County Clerk

Title: Chairman

Date: 2/14/2012

(SEAL)

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Diane O'Keefe  
Region One Engineer

Date: \_\_\_\_\_



PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of approximately 7,723 lineal feet (1.46 miles) of IL Route 64, (FAP Route 307), STATE Section 129R-2, State Job Number: C-91-184-01, from east of 7<sup>th</sup> Avenue easterly to west of Dunham Road, 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 afore described proposed improvement.

Approved  \_\_\_\_\_

Title County Engineer \_\_\_\_\_

Date February 10, 2012 \_\_\_\_\_

"Exhibit B"  
FUNDING RESOLUTION

WHEREAS, the COUNTY of KANE has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois Route 64, known as State Section: 130R-2; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the COUNTY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of THIRTY TWO THOUSAND TWO HUNDRED dollars (\$32,200) or so much thereof as may be necessary, from any money now or hereinafter allotted to the COUNTY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, 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 in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED that 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.

STATE OF ILLINOIS    )  
COUNTY OF KANE     )

I, \_\_\_\_\_, COUNTY Clerk in and for the COUNTY of KANE hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the \_\_\_\_\_ at a meeting on \_\_\_\_\_, 20\_\_ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

\_\_\_\_\_

\_\_\_\_\_

County Clerk

(SEAL)

Exhibit A  
Estimate of Cost and Participation

Contract 62410

ITEMS	FEDERAL		STATE		KANE COUNTY		DUPAGE COUNTY		CITY OF ST. CHARLES		CITY OF WEST CHICAGO		WEST CHICAGO F.P.D.		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	
All roadway and bridge work excluding the following:	\$28,000,000	80%	\$7,000,000	20%											\$35,000,000
P&C Engineering (15%)	\$4,200,000	80%	\$1,050,000	20%											\$5,250,000
<b>TRAFFIC SIGNAL MODERNIZATION</b>															
IL 64 @ Kirk Road	\$224,000	80%	\$28,000	10%	\$28,000	10%									\$280,000
P&C Engineering (15%)	\$33,600	80%	\$4,200	10%	\$4,200	10%									\$42,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Foxfield Commons									\$90,000	100%					\$90,000
P&C Engineering (15%)									\$13,500	100%					\$13,500
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Charlestowne Mall West Dr.									\$100,000	100%					\$100,000
P&C Engineering (15%)									\$15,000	100%					\$15,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Charlestowne Mall East Dr./38th Ave.									\$240,000	100%					\$240,000
P&C Engineering (15%)									\$36,000	100%					\$36,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Smith Rd./Kautz Rd.	\$224,000	80%	\$28,000	10%					\$28,000	10%					\$280,000
P&C Engineering (15%)	\$33,600	80%	\$4,200	10%					\$4,200	10%					\$42,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Pheasant Run Resort Entrance									\$280,000	100%					\$280,000
P&C Engineering (15%)									\$42,000	100%					\$42,000
Emergency Vehicle Pre-emption									\$6,000	100%					\$6,000
P&C Engineering (15%)									\$900	100%					\$900
IL 64 @ Powis Road	\$104,000	80%	\$13,000	10%			\$6,500	5%			\$6,500	5%			\$130,000
P&C Engineering (15%)	\$15,600	80%	\$1,950	10%			\$975	5%			\$975	5%			\$19,500
Emergency Vehicle Pre-emption													\$4,000	100%	\$4,000
P&C Engineering (15%)													\$600	100%	\$600
IL 64 @ Atlantic Drive											\$200,000	100.0%			\$200,000
P&C Engineering (15%)											\$30,000	100.0%			\$30,000
Emergency Vehicle Pre-emption													\$6,000	100%	\$6,000
P&C Engineering (15%)													\$900	100%	\$900
Traffic Signal Interconnect	\$127,200	80%	\$31,800	20%											\$159,000
P&C Engineering (15%)	\$19,080	80%	\$4,770	20%											\$23,850
<b>Other Work</b>															
Sidewalk Removal and Replacement Due to Proposed Improvement	\$56,000	80%	\$14,000	20%											\$70,000
P&C Engineering (15%)	\$8,400	80%	\$2,100	20%											\$10,500
New Sidewalk Requested by City	\$28,800	80%							\$7,200	20%					\$36,000
P&C Engineering (15%)	\$4,320	80%							\$1,080	20%					\$5,400
New Street Lighting	\$1,040,000	80%	\$260,000	20%											\$1,300,000
P&C Engineering (15%)	\$156,000	80%	\$39,000	20%											\$195,000
Watermain Relocation and Appurtenances									\$200,000	100%					\$200,000
Construction Engineering (10%)									\$30,000	100%					\$30,000
<b>TOTAL</b>	<b>\$34,274,600</b>		<b>\$8,481,020</b>		<b>\$32,200</b>		<b>\$7,475</b>		<b>\$1,128,380</b>		<b>\$237,475</b>		<b>\$11,500</b>		<b>\$44,172,650</b>

NOTE: Participation shall be predicated upon the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering UNLESS otherwise noted.