

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

RECEIVED

APR 11 2013

KANE COUNTY BOARD

Name of Document: IGA with State of IL regarding Construction of IL 31 at Mooseheart,

Kane Co. Sec. #08-00181-00-CH

Submitted by:

~~Linda Haines~~

Carl Schaedel

[Signature] 4.9.13

Date Submitted:

March 5, 2013

Examined by:

Pat Jaeger
(Print name)

[Signature]
(Signature)

03-22-13
(Date)

Post on the Web:

YES

NO

Atty. Initials

[Signature]

Comments:

Chairman signed:

YES

NO

4/18/2013 chw
(Date)

Document returned to:

forwarded to Co. Clerk
(Name/Department)

FAU Route 3887
Illinois Route 31
State Section: AR-N-2
Kane County
Job No.: C-91-595-11
Contract No.: 60P65
Agreement Number: JN-113-046

AGREEMENT

This AGREEMENT entered into this _____ day of _____, 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 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 to the motoring public, is desirous of improving approximately 2,317 lineal feet (0.44 miles) of Illinois Route 31 (FAU Route 3887) at its intersection with Kane County Highway Number 71 (also known as "Mooseheart Road"), in the County of Kane; know as STATE SECTION: AR-N-2, State Job No.: C-91-595-11, (hereinafter the "Improvement") with the following:

Illinois Route 31 will be widened and resurfaced to accommodate four (4) 11 foot lanes of traffic, two (2) in each direction, throughout the entire improvement. In addition, on the north half of the intersection, an eleven (11) foot painted median will be added as well as an eleven (11) foot right turn lane onto west bound Mooseheart Road. Along the south half of the intersection, Illinois Route 31 will also have an eleven (11) foot left turn lane onto west bound Mooseheart Road in addition to the previously mentioned through lanes. Curb and gutter will be used along the majority

of Illinois Route 31 to minimize right of way impacts and to accommodate the proposed drainage system. No parking will be permitted on Illinois Route 31 within the project improvement limits.

Mooseheart Road will be widened and resurfaced to accommodate three (3) 11 foot lanes at the T-intersection with Illinois Route 31; one westbound lane, one eastbound left turn lane with a painted median and one eastbound right turn lane. Four foot paved shoulders will be extended along both sides of the roadway throughout the entire project limit of Mooseheart Road. No parking will be permitted on Mooseheart Road within the project improvement limits.

Traffic signals will be installed at Illinois Route 31 at Mooseheart Road with emergency vehicle pre-emption and interconnect to the traffic signal at Illinois Route 31 at Illinois Route 56.

Other work will consist of landscaping, pavement patching, resurfacing with a Hot Mix Asphalt surface course, combination concrete curb and gutter, reconstruction of concrete medians, placement of thermoplastic pavement markings, installation of raised reflective pavement markings, cleaning and replacement of the storm sewer system for highway drainage and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications. All of the improvements described hereinabove are hereinafter collectively referred to as the "Improvement"); and

WHEREAS, the COUNTY is desirous of said Improvement in that same will be of immediate benefit to the residents of Kane County 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 for 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 for the Improvement 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 the 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 the 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 the 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 Improvement 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 the 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 AGREEMENT, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications for the Improvement as prepared and approved.
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 Illinois Route 31 without the consent of the STATE.
9. For purposes of the Improvement, 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 any of its utilities, (if any) installed in the right of way of Illinois Route 31 or in the right of way of Illinois Route 31 acquired in the future for the Improvement to be relocated and/or adjusted, if required, at no expense to the STATE.
11. Upon final field inspection of the Improvement and so long as Illinois Route 31 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained Illinois Route 31 in its entirety.

12. The COUNTY agrees to continue to maintain Mooseheart Road including all left and right turn lanes on Mooseheart Road up to the through the western edge of pavement of Illinois Route 31.

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

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Ill. Route 31 @ Mooseheart		
STATE Share	(100)%	(100)%
COUNTY Share	(0)%	(0)%

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.

14. The STATE agrees to make arrangements with a local power provider to furnish the electrical energy for the operation of the traffic signals.

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

16. 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.

17. 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 execution hereof 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.

18. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the COUNTY agrees to be financially responsible for its share of the traffic signals in conjunction with the STATE's proposed improvement.

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 this AGREEMENT.

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

COUNTY OF KANE
By: *Chris Lay*
(Signature)

Attest:

By: Christopher J. Lauzen

County Clerk

Title: *Chairman*

Date: *4/18/2013*

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

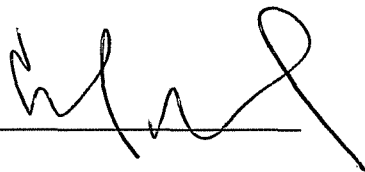
By: _____
John Fortmann, P.E.
Deputy Director of Highways
Region One Engineer

Date: _____

Job No.: C-91-595-11
Agreement Number: JN-113-046

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 31, known as (FAU Route 3887), STATE Section AR-N-2, 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; 04-09-2013

60P65 Exhibit A	FEDERAL		STATE		Kane County		N. Aurora FPD		TOTAL
Type of work	\$	%	\$	%	\$	%	\$	%	
All roadway work excluding the following	\$1,040,000	80%	\$130,000	10%	\$130,000	10%			\$1,300,000
Construction Engineering (10%)	\$104,000	80%	\$13,000	10%	\$13,000	10%			\$130,000
TRAFFIC SIGNALS									
IL-31 @ Mooseheart Rd.	\$216,000	80%	\$35,991	13.33%	\$18,009	6.67%			\$270,000
Construction Engineering (10%)	\$21,600	80%	\$3,599	13.33%	\$1,801	6.67%			\$27,000
Emergency Vehicle Pre-emption							\$6,000	100%	\$6,000
P&C Engineering (15%)							\$900	100%	\$900
OTHER WORK									
Retaining Wall	\$240,000	80%	\$30,000	10%	\$30,000	10%			\$300,000
Construction Engineering (10%)	\$24,000	80%	\$3,000	10%	\$3,000	10%			\$30,000
TOTAL	\$1,645,600		\$215,590		\$195,810		\$6,900		\$2,063,900

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 the percentage shown for preliminary and construction engineering UNLESS otherwise noted.