

FAP Route 351
State Section: 536-R-1
County: Will and Cook
Job No. : C-91-010-11
Agreement No.: JN-114-020
Contract No.: 60L71

AGREEMENT

This Agreement entered into this _____ day of _____, 2014 A.D,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION hereinafter called the STATE, and the ORLAND PARK of
the State of Illinois, hereinafter called the VILLAGE.

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 26,669 feet of US
Route 6/Illinois Route 7 (159th St.) from Gougar Road to Will-Cook Road. FAP Route
351, State Job No.: C-91-010-11, State Contract No.: 60L71, State Section No.:
536-R-1 within the municipalities of :Village of Homer Glen, Homer Township, Will
County, Orland Park Fire Protection District, City of Lockport, and Village of Orland
Park, Will and Cook Counties by widening and reconstructing and adding lanes as
follows:

The project consists of roadway reconstruction, with Portland Cement Concrete, to
provide 2 (two) travel lanes in each direction separated by a 28-foot wide barrier curb
and landscaped median. However, an 18-foot wide median is being proposed to
reduce impacts in the vicinity of the Fiddymt Creek Preserve. The proposed
design includes median breaks throughout the corridor for left turns and U turns. A

sidewalk or shared-use path will generally be provided on each side of the street.

Traffic signal upgrades will be made at five intersections along 159th Street; including Cedar Road, Parker Road, Bell Road, South Bell Road, and Will-Cook Road. Storm drainage improvements will be constructed throughout the project length curb and gutter, storm sewer, culvert improvements, and retention/detention areas. The work within the entire project includes earth excavation and embankment, pavement installation, tree removal, unsuitable material and special waste removals, installation of combination concrete curb and gutter, enclosed drainage systems, traffic signals and interconnection, pavement markings, landscaping, by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE 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 VILLAGE, 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 VILLAGE 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 VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, 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. The STATE agrees not to bill prior to January 1, 2015.
6. The VILLAGE 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 VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached

hereto as “Exhibit C”, and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

8. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as “Exhibit D”.
9. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE and the STATE.
9. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE’s advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as “Exhibit E”.
10. The VILLAGE 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.

11. The VILLAGE 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 6/Illinois Route 7 (159th St) without the consent of the STATE.

12. The VILLAGE 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.

13. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

14. The VILLAGE agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.

15. Upon final field inspection of the improvement and so long as US Route 6/Illinois Route 7 (159th St.) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the non-landscaped medians, storm sewers, the through traffic lanes, the left-turn lanes and right turn lanes,

and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

16. Upon final field inspection of the improvement and within the VILLAGE corporate limits, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including shared-use path, sidewalks, landscape medians, parkway trees and shrubs and all VILLAGE owned utilities.

17. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches 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 6/Illinois Route 7 (159th Street).

18. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the shared-use-path located within the limits of the VILLAGE in its entirety. The VILLAGE agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the shared-use path.

If in the Future , the STATE adopts a roadway or traffic signal improvement on US Route 6/IL Route 7 (159th St.),which requires modification, relocation or reconstruction to said shared-use path then the VILLAGE hereby agrees to be financially responsible for the VILLAGE's proportionate share to modify, relocate

or reconstruct said shared-use-path in conjunction with the STATE's proposed improvement.

19. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on September 9th, 2011

20. Upon acceptance by the STATE of the new traffic signal installation, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
US Route 6/Illinois Route 7 (159th Street) At Will/Cook Road		
STATE Share	(75)%	(100)%
VILLAGE Share	(25)%	(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.

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

21. Upon acceptance by the STATE of the new traffic signal installation included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the VILLAGE on September 9th, 2011.

22. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.

Obligations of the STATE and the VILLAGE 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.

VILLAGE OF ORLAND PARK

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement known as US Route 6/Illinois Route 7 (159th St), FAP Route 351, State Section: 536-R-1, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

"Exhibit B"
FUNDING RESOLUTION

WHEREAS, the Village of Orland Park has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of US 6/Illinois Route 7, known as FAP Route 351 , State Section: 536-R-1 and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE 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 One Thousand Two Hundred Eleven dollars (\$31,211) or so much thereof as may be necessary, from any money now or hereinafter allotted to the Village 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 Village will pay to the STATE in a lump sum from any funds allotted to the Village, 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 VILLAGE 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 COOK)

I, _____, VILLAGE Clerk in and for the Village of Orland Park hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the Village at a meeting on _____, 2014 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 2014 A.D.

Village Clerk

(SEAL)

EXHIBIT C
ORDINANCE NO. _____
AN ORDINANCE RESTRICTING PARKING ALONG
_____ ROAD WITHIN THE _____ OF _____

WHEREAS, the State of Illinois acting by and through its Department of Transportation is desirous of improving _____ between _____ and _____ in the _____ of _____; and

WHEREAS, a portion of this project runs through the _____ of _____ from _____ to _____; and

WHEREAS, in order to facilitate the free flow of traffic and ensure safety to the motoring public, the _____ of _____ determines that the parking along _____ shall be prohibited.

BE IT ORDAINED BY THE _____ COUNCIL OF THE _____ OF _____ COUNTY OF _____, STATE OF ILLINOIS, as follows:

Section 1. That parking shall not be permitted along the _____ Road from _____ to _____ within the _____ limits of the _____ of _____.

Section 2. That the _____ Council of the _____ of _____ will prohibit future parking at such locations on or immediately adjacent to _____ as may be determined and directed by the State of Illinois to be necessary to ensure the free flow of traffic and safety to the motoring public.

Section 3. The _____ Clerk is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20____ by and between the State of Illinois and the _____ of _____.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE _____ COUNCIL OF THE _____ OF _____ COUNTY OF _____, STATE OF ILLINOIS, this _____ day of _____ 20_____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____, 20_____

MAYOR

ATTEST:

EXHIBIT D
ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE INTO
ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
US ROUTE 6/ILLINOIS ROUTE 7 (159TH ST.) IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the _____ Road between _____ and _____ in the _____ of _____ ; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; and

WHEREAS, a portion of the project runs through the _____ of _____ including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE _____ COUNCIL OF THE VILLAGE OF ORLAND PARK, COUNTY OF WILL AND COOK COUNTIES, STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the _____ improvement, said limits of improvement being between _____ and _____, and a portion of which passes through the _____ of _____.

Section 2. The _____ Clerk of the _____ of _____ is authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20 _____, by and between the State of Illinois and the _____ of _____ relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE _____ COUNCIL OF THE _____ OF _____, COUNTY OF _____, STATE OF ILLINOIS, this _____ day of _____, 20_____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 20_____

MAYOR

ATTEST:

CLERK

EXHIBIT E
ORDINANCE NO. _____
AN ORDINANCE PROHIBITING ENCROACHMENTS
WITHIN THE STATE OF ILLINOIS RIGHT OF
WAY ALONG US ROUTE 6/ILLINOIS ROUTE 7 (159TH ST.) IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the _____ Road between _____ and _____ in the _____ of _____; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, a portion of said project passes through the _____ of _____;

BE IT ORDAINED BY THE _____ COUNCIL OF THE _____ OF _____, COUNTY OF _____, STATE OF ILLINOIS, as follows:

Section 1. That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on the _____ within the limits of the _____ of _____.

Section 2. The _____ Clerk of the _____ of _____ is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated _____, 20 _____, by and between the State of Illinois and the _____ of _____ relative to the improvement of the _____.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE _____ COUNCIL OF THE _____ OF _____, COUNTY OF _____, STATE OF ILLINOIS, this _____ day of _____, 20_____.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS _____
DAY OF _____ 20_____

MAYOR

ATTEST:

CLERK

