

FAI 80 / Interstate 80 At Wolf Road  
And Wolf Road at 187<sup>th</sup> Street  
State Section: 2020-250-BY  
County: Will  
Job No. : C-91-060-21  
Contract No.:62N20  
Agreement No.: LU-122-011

## LETTER OF UNDERSTANDING

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF  
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 FAI 80 at Wolf Road, identified as  
STATE Job No.: C-91-060-21, Contract Number 62N20, STATE Section No. 2020-  
250-BY, as follows:

The proposed work consists of bridge deck and superstructure removal and  
widening, substructure widening, embankment widening and drainage  
improvements. Also included is traffic signal modernization at Wolf Road and 187<sup>th</sup>  
Street, construction of a shared-use path on the west side of Wolf Road with ADA  
compliant ramps and 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.
3. 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.
4. 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 Wolf Road within the project limits without the consent of the STATE.
5. Upon final field inspection of the improvement and so long as Wolf Road is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the bridge structure over I-80, the median, the through traffic lanes, the left-turn

lanes and right turn lanes, their associated pavement markings and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes and Interstate 80 in its entirety.

6. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks and shared-use paths, ADA ramps, parkways, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto and highway lighting, including furnishing the electrical energy thereof.
  
7. The VILLAGE further agrees to continue its existing maintenance responsibilities on side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Wolf Road. 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 VILLAGE unless there is an agreement specifying different responsibilities.
  
8. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6006035 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Orland Park

14700 Ravinia Avenue

Orland Park, IL 60462

Approval of this Letter of Understanding shall be considered as concurrence with and acceptance of all terms contained herein, and shall be binding upon and inure 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: \_\_\_\_\_  
Jose Rios, P.E.  
Region One Engineer

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

Job No. : C-91-060-21  
Agreement No.: LU-122-011

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAI 80 at Wolf Road, State Section No: 2020-250-BY, Contract No. 62N20, 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 \_\_\_\_\_