

FAP Route 330
U.S. Route 45(LaGrange Road)
State Section: 73 R-B
Cook County
Job No. : C-91-538-10
Agreement No.: JN-111-033
Contract No.: 60K64

AGREEMENT

This Agreement entered into this ____ day of ____, 20____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 insure safety to the motoring public, is desirous of improving U.S. Route 45 (LaGrange Road), (FAP Route 330, U.S. Route 45, STATE Section 73 R-B, State Job Number: C-91- 538-10) by constructing a railroad bridge and a separate pedestrian bridge adjacent to the existing Metra / Norfolk Southern Railroad bridge over US Route 45 (LaGrange Road), multi-use path, and retaining walls. The work also includes, but is not limited to, the placement of embankments, temporary soil retention system (both temporary and to remain in place), sub-ballast, curb and gutter and pavement removal and replacement, drainage, underdrains, guardrails, fencing, erosion and sediment control, pavement marking, landscaping, lighting, replacement of water feature system, and traffic control. Structural steel and bearings for the Metra Bridge will be furnished by others. Track work, railroad grade crossing, existing bridge removal, train station platforms, platform lighting and railroad signaling work will be performed by others; and 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 costs, 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.

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 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 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.

5. 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.
6. 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".
7. 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.

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".

8. 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.
9. 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 U.S. Route 45 without the consent of the STATE.
10. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
11. 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.
12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utilities relocated/adjusted as part of this improvement, and to abide by all conditions set forth therein.

13. The State has entered into an agreement with the Norfolk Southern Railroad. The STATE/RAILROAD Agreement states that upon final field inspection of the improvement and so long as the Railroad, agrees to maintain or cause to be maintained the railroad bridge carrying the Metra/Norfolk Southern Railroad over U.S. Route 45 (LaGrange Road) and all related appurtenances in its entirety.

14. 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 Railroad, including but not limited to the pedestrian path, pedestrian bridge, tiered retaining wall, concrete retaining wall, stairs and any other portion of the improvement not to be maintained by the Railroad.

15. If in the future, the STATE adopts a roadway or traffic signal improvement on U.S. Route 45, which requires modification, relocation or reconstruction to said pedestrian path and pedestrian bridge, then the VILLAGE hereby agrees to be financially responsible for the entire cost to modify, relocate or reconstruct said pedestrian path and pedestrian bridge, in conjunction with the STATE's proposed improvement.

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:

Village Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Christine M. Reed, P.E.
Director – Division of Highways
Chief Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of U.S. Route 45 known as FAP Route 330, State Section: 73 R-B, 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 A
ESTIMATE OF COST & PARTICIPATION**

Type of Work	FEDERAL		STATE		VILLAGE OF ORLAND PARK		TOTAL
	COST	%	COST	%	COST	%	
All roadway work excluding the following:	\$ 5,243,000	80%	\$ 1,311,000	20%	\$	N/A%	\$ 6,554,000
P&C Engineering (15%)	\$ 786,480	80%	\$ 196,620	20%	\$	N/A%	\$ 983,100
OTHER WORK							
Pedestrian Bridge, Pedestrian Path and 10% Construction Engineering	\$ 965,000	80%	\$	N/A%	\$ 306,825	20%	\$ 1,271,825
TOTAL	\$ 6,994,480		\$ 1,507,620		\$ 306,825		\$ 8,808,925

*Note: The Village's participation shall be predicated on the percentages shown above for the specified work. The Village's cost shall be determined by multiplying the final quantities times contract unit price plus 15% for construction and preliminary engineering.

**The first \$1,206,000 of costs for the pedestrian bridge, pedestrian path and the 10% construction engineering is eligible for 80% Federal participation up to a maximum of \$965,000 with the Village paying the remaining 20% match. All costs above \$1,206,000 for the pedestrian bridge, pedestrian path and the 10% construction engineering shall be borne entirely by the Village.

"Exhibit B"
FUNDING RESOLUTION

WHEREAS, the Village of Orland Park has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of U.S. Route 45 , known as State Section; 73 R-B 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 THREE HUNDRED SIX THOUSAND EIGHT HUNDRED TWENTY FIVE dollars (\$306,825) 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 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.

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/PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT D
ORDINANCE PROHIBITING THE DISCHARGE
OF SANITARY AND INDUSTRIAL WASTE INTO
ANY STORM SEWER OR DRAINAGE FACILITY
CONSTRUCTED AS A PART OF THE
_____ 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 _____ OF _____ COUNTY OF _____ 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/PRESIDENT

ATTEST:

VILLAGE CLERK

EXHIBIT E
ORDINANCE NO. _____
AN ORDINANCE PROHIBITING ENCROACHMENTS
WITHIN THE STATE OF ILLINOIS RIGHT OF
WAY ALONG _____

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/PRESIDENT

ATTEST:

VILLAGE CLERK