

FAP Route 351
U.S. Route 6/Ill. Route 7
State Section: 2010-081-R
Cook County
Job No. : C-91-011-11
Agreement No.: JN-114-022
Contract No.: 60L72

JOINT AGREEMENT

This Agreement entered into this _____ day of _____, 2015 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 approximately 13,407 feet of US
Route 6/Illinois Route 7 (159th) from Will Cook Road to West of US Route 45, FAP
Route 351, STATE Job No.: C-91-011-11, State Contract No.: 60L72, STATE
Section: 2010-081-R, by providing the following:

The project consists of roadway reconstruction, with Portland cement concrete, to
provide 2 travel lanes in each direction separated by a 28' and variable width barrier
curb median and landscaped median.

The proposed design includes median breaks throughout the corridor for left turns
and U-turns. A sidewalk and/or shared-use path will generally be provided on each
side of the street. Traffic signal upgrades will be made at two (2) intersections along
159th street, which includes Wolf Road and 108th Avenue. New traffic signals will be

installed at 104th Avenue and at 113th Court. Storm drainage improvements will be constructed throughout the project length including curb and gutter, storm sewer, culvert improvements, and retention/detention areas, which will be maintained by the STATE.

The improvement also includes replacing two (2) existing bridges structures with reinforced concrete box culverts. The existing structures carry 159th St. over Spring Creek and Marley Creek. Construction of eight (8) dry land bridges is also accounted for. The work within the entire project includes earth excavation and embankment, pavement installation, tree removal, unsuitable and special waste removal, installation of combination curb and gutter, enclosed drainage systems, VILLAGE owned sanitary sewer, VILLAGE owned watermain, VILLAGE owned fiber optic conduit, VILLAGE owned LED roadway lighting, ornamental bridge railing, traffic signals and traffic signal interconnection, pavement markings, landscaping, and by performing all other work necessary to complete the project 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 that there is a delayed Start of Work provision included in the Special Provisions for this Project.
4. 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.
5. 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.
6. 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 and receipt of an invoice, the Village will pay, within forty-five (45) days of receipt of invoice, its first annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$979,827 (33%) of its financial obligation incurred under this

AGREEMENT. Within forty-five (45) days after January 1, 2016, the Village will pay its second annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$979,827 (or 33%) of its financial obligation incurred under this AGREEMENT. Upon receipt of a final invoice and not before January 1, 2017, the Village will pay to the STATE in a lump sum from any funds allotted to the Village, an amount equal to the Village's remaining financial obligation for construction and engineering costs incurred by the STATE. The aforementioned final invoice will be based upon actual final quantities multiplied by the actual contract unit bid prices plus engineering costs for all construction items in which the Village has agreed to be financially responsible under the terms of this AGREEMENT.

7. 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.

8. The VILLAGE has adopted and will put into effect an appropriate ordinances, requiring that parking be prohibited within the limits of this improvement, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement and an ordinance relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements. A list on the VILLAGE approved ordinances are attached hereto as "Exhibit C".

9. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document approving the plans and specifications as prepared.

10. 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.

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. 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).

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

14. 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, retaining walls, guardrails, pavement markings, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

The STATE further agrees to maintain or caused to be maintained the Spring Creek Compensatory Storage Basin and the Marley Creek Compensatory Storage Basin.

15. 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 illuminated street signs, ornamental railing upgrade, fiber optic conduit, shared-use path, sidewalks, landscaped medians, and roadway lighting including providing the electrical energy thereto.

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 south leg of Will/Cook Road, south leg of 113th Court, north leg of park Station Boulevard and north leg of Ravinia Avenue.

16. 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. The Village would like clarification on this item.

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

17. The STATE shall be responsible for the initial three year maintenance and establishment of all landscaping included in the Best Management Practices Management and Monitoring Plan.

Upon successful completion of the Best Management Practices Management and Monitoring Plan and written approval from the United States Army Corps of Engineers, the STATE shall be responsible for all maintenance and landscaping included in the Best Management Practices Management and Monitoring Plan including the Spring Creek Compensatory Storage Basin and the Marley Creek Compensatory Storage Basin.

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

Intersection

Maintenance

Elect. Energy

U.S. Route 6/ Ill. Route 7

@ 113th Court

STATE Share

(0)%

(0)%

VILLAGE Share

(100)%

(100)%

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.

19. 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.
20. 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 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 of US Route 6/Illinois Route 7 (159th St.) known as FAP Route 351, State Section: 2010-081-R, 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 Contract 60L72

Type of Work	FEDERAL		STATE		VILLAGE OF ORLAND PARK		ORLAND PARK FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%		%		%	
All roadway work excluding the following	\$22,060,720	80%	\$5,515,180	20%		N/A%		N/A%	\$27,575,900
P&C Engineering (15%)	\$3,309,108	80%	\$827,277	20%		N/A%		N/A%	\$4,136,385
TRAFFIC SIGNALS									
US Route 6 / IL Route 7 (159th St.) at 113th Court		N/A%		N/A%	\$400,000	100%		N/A%	\$400,000
P & C Engineering (15%)		N/A%		N/A%	\$60,000	100%		N/A%	\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
US Route 6/IL Route 7 (159th St) at Wolf Road									
US Route 6/IL Route 7 (159th St) at Wolf Road	\$320,000	80%	\$80,000	20%		N/A%		N/A%	\$400,000
P & C Engineering (15%)	\$48,000	80%	\$12,000	20%		N/A%		N/A%	\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P & C Engineering		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
US Route 6 / IL Route 7 (159th St.) at 108th Ave.									
US Route 6 / IL Route 7 (159th St.) at 108th Ave.	\$320,000	80%	\$80,000	20%		N/A%		N/A%	\$400,000
P & C Engineering (15%)	\$48,000	80%	\$12,000	20%		N/A%		N/A%	\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P & C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050

Type of Work	FEDERAL		STATE		VILLAGE OF ORLAND PARK		ORLAND PARK FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%		%		%	
US Route 6/IL. Rte 7 (159th St.) at 104th Ave.	\$272,000	80%	\$68,000	20%		N/A%		N/A%	\$340,000
P & C Engineering (15%)	\$40,800	80%	\$10,200	20%		N/A%		N/A%	\$51,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P & C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
OTHER WORK									
Shared-Use Path	\$560,000	80%		N/A%	\$140,000	20%		N/A%	\$700,000
P & C Engineering (15%)	\$84,000	80%		N/A%	\$21,000	20%		N/A%	\$105,000
LED Illuminated Street Signs		N/A%		N/A%	\$60,000	100%		N/A%	\$60,000
P & C Engineering (15%)		N/A%		N/A%	\$9,000	100%		N/A%	\$9,000
Lighting 159th St: Sportplex to Wolf Road (LED)		N/A%		N/A%	\$300,000	100%		N/A%	\$300,000
P & C Engineering (15%)		N/A%		N/A%	\$45,000	100%		N/A%	\$45,000
Fiber Optic Conduit		N/A%		N/A%	\$280,000	100%		N/A%	\$280,000
P & C Engineering (15%)		N/A%		N/A%	\$42,000	100%		N/A%	\$42,000
Ornamental Railing Upgrade		N/A%		N/A%	\$9,200	100%		N/A%	\$9,200
P & C Engineering (15%)		N/A%		N/A%	\$1,380	100%		N/A%	\$1,380
Village Requested Water Main Work		N/A%		N/A%	\$1,117,000	100%		N/A%	\$1,117,000
P & C Engineering (10%)		N/A%		N/A%	\$111,700	100%		N/A%	\$111,700
Village Requested Sanitary Sewer Work		N/A%		N/A%	\$312,000	100%		N/A%	\$312,000
P & C Engineering (10%)		N/A%		N/A%	\$31,200	100%		N/A%	\$31,200
TOTAL	\$27,062,628		\$6,604,657		\$2,939,480		\$32,200		\$36,638,965

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering UNLESS otherwise noted.

"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 Route 6/Illinois Route 7 (159th) St., known as FAP Route 351, State Section; 2010-081-R; 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 TWO MILLION NINE HUNDREDTHIRTY NINE THOUSAND FOUR HUNDRED EIGHTY dollars (\$2,939,480) 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 The VILLAGE further agrees that upon award of the contract for this improvement and receipt of an invoice, the Village will pay, within forty-five (45) days of receipt of invoice, its first annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$979,827 (33%) of its financial obligation incurred under this AGREEMENT. Within forty-five (45) days after January 1, 2016, the Village will pay its second annual installment to the STATE in a lump sum from any funds allotted to the Village, an amount equal to \$979,827 (or 33%) of its financial obligation incurred under this AGREEMENT. Upon receipt of a final invoice and not before January 1, 2017, the Village will pay to the STATE in a lump sum from any funds allotted to the Village, an

amount equal to the Village's remaining financial obligation for construction and engineering costs incurred by the STATE. The aforementioned final invoice will be based upon actual final quantities multiplied by the actual contract unit bid prices plus engineering costs for all construction items in which the Village has agreed to be financially responsible under the terms of this AGREEMENT.

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

**Requests for Code Sections Reference
Village Code (VC) and Land Development Code (LDC)**

No Parking
Prohibit Wastes in Storm Sewers
Encroachments into a right of way

1. No Parking For 143rd, LaGrange and 159th VC 9-9-8

**See numerous streets for No Parking items:
20, 21, 22, 25, 27, 36, 38, 61, 69, 70, 76, 83,**

2. Prohibited Waste Material in Storm Sewers VC 4-7-2

4-7-2: PROHIBITED DISCHARGES:

📖 4-7-2-1: GROUND, SURFACE OR STORM WATERS AND OTHER EXTRANEIOUS FLOWS:

It shall be unlawful to discharge or cause to be discharged, directly or indirectly, into the sanitary sewer system of the Village any ground waters, surface waters, storm waters or any other extraneous flows.

4-7-2-2: SPECIFIC MATERIALS, WASTES:

4-7-2-3: Discharges Into Storm Sewer System:

**3. Encroachments permitted in a Right of Way
LDC 7-102, Items A through X.
Item D. 1. For encroachment**

D. Permit Required; Applications and Fees.

- 1. Permit Required.** No person shall construct (as defined in this Section) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Section), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Village Department of Public Works and obtaining a permit from the Village therefor, except as otherwise provided in this Section. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

3-2-4: ENCROACHMENTS: VC 3-2-4

No structure, fence, merchandise display, landscaping, driveway, parking lot, newspaper vending machine, mailbox or other obstacle shall be permitted which obstructs or otherwise interferes with public use of a street, sidewalk, right-of-way or other public easement, except that food service establishments and restaurants shall be permitted to operate and maintain outdoor dining, including the service of liquor by an establishment that holds a liquor license without amendment of the liquor license, using a portion of a public sidewalk adjoining the food service establishment or restaurant.