

FAU Route 297  
US Route 6  
State Section: 3178-N (14)  
County: Cook  
Job No.: C-91-341-14  
Agreement No.: JN-115-020  
Contract No.: 60Y26

## 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 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 2,500 lineal feet of US Route 6 at 179<sup>th</sup> Street/Brook Hill Drive, STATE Job No.: C-91-341-14, STATE Contract Number 60Y26, STATE Section 3178-N (14), by realigning and reconstructing 179<sup>th</sup> Street such that it becomes in-line with Brook Hill Drive creating a four-leg signalized intersection with US Route 6. The work also includes a complete culvert replacement under US Route 6 with a cast-in-place single-cell box culvert, pavement removal, earth excavation, storm sewer placement and drainage improvements, HMA pavement, median and sidewalk/side path construction, pavement marking, adjustment and relocation of various VILLAGE owned utilities, and traffic signals including Emergency Vehicle Pre-Emption equipment. US Route 6 will have one 12-foot thru lane in each direction and an 8-foot paved shoulder in each direction. At the new intersection, US Route 6 will have a 12-foot right-turn and

12-foot left-turn lane in each direction. Brook Hill Drive will be widened to provide one 12-foot thru lane in each direction and one 12-foot left-turn lane at US Route 6. 179th Street will be realigned to meet Brook Hill Drive and will have one 12-foot thru lane in each direction and one 12-foot left-turn lane at US Route 6, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE requests that the STATE include in its contract new intersection lighting and sidewalks; and

WHEREAS, the STATE has agreed to the VILLAGE's request; 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. The STATE agrees to ensure that the contractor's work performed as part of this improvement, including the work in the vicinity of the existing railroad crossing of 179th Street, will be built per the approved plans and specifications. The VILLAGE agrees to perform all necessary coordination with the Federal Railroad Administration (FRA) if the re-establishment of the VILLAGE's Quiet Zone, at the 179th Street railroad crossing, is required. If, during a forty five (45) calendar day period from the date of the Final Inspection, non-conforming work is found in the vicinity of the 179th Street railroad crossing, and both the STATE and VILLAGE agree that the non-conforming work elements would impact the re-establishment of the Quiet Zone, then the STATE agrees to have the non-conforming work be brought into conformance.
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.

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.

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 appropriate ordinances requiring that parking be prohibited within the limits of this improvement and prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement. A list of the VILLAGE approved ordinances is attached hereto as "Exhibit C".
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 US Route 6 without the consent of the STATE.
10. 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.
11. 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).

12. 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.
13. Upon final field inspection of the improvement and so long as US Route 6 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.
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 STATE, including sidewalks, side paths, the parkways along Brook Hill Drive outside the STATE right-of-way, VILLAGE owned utilities including appurtenances thereto and highway lighting including furnishing the electrical energy thereof.
16. 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.
17. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the side path located at US Route 6 and 179<sup>th</sup> Street/Brook Hill Drive, 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 side path.

18. If in the Future , the STATE adopts a roadway or traffic signal improvement on US Route 6 ,which requires modification, relocation or reconstruction to said side path, then the VILLAGE hereby agrees to be financially responsible for its proportionate share of cost to modify, relocate or reconstruct said side path in conjunction with the STATE's proposed improvement.

19. 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 @ 179 <sup>th</sup> Street/Brook Hill Drive		
STATE Share	(75)%	(75)%
VILLAGE Share	(25)%	(25)%

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.

20. 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 9<sup>th</sup>, 2011.

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 of US Route 6 at 179<sup>th</sup> Street/Brook Hill Drive, known as FAU 297, STATE Section 3178-N (14), 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 60Y26**

Type of Work	FEDERAL		STATE		VILLAGE OF ORLAND PARK		ORLAND FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$1,381,500	90%	\$153,500	10%		N/A%		N/A%	\$1,535,000
P&C Engineering (15%)	\$207,225	90%	\$23,025	10%		N/A%		N/A%	\$230,250
<b>TRAFFIC SIGNALS</b>									
US 6 at 179th Street/Brook Hill Drive	\$225,000	90%	\$18,750	7.5%	\$6,250	2.5%		N/A%	\$250,000
P&C Engineering (15%)	\$33,750	90%	\$2,813	7.5%	\$938	2.5%		N/A%	\$37,500
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
<b>LIGHTING</b>									
Full Intersection Lighting, including removal of existing system and temporary lighting.		N/A%		N/A%	\$155,000	100%		N/A%	\$155,000
P&C Engineering (15%)		N/A%		N/A%	\$23,250	100%		N/A%	\$23,250
<b>SIDEWALKS</b>									
Removed and Replaced Sidewalk	\$27,000	90%	\$3,000	10%		N/A%		N/A%	\$30,000
P&C Engineering (15%)	\$4,050	90%	\$450	10%		N/A%		N/A%	\$4,500
Village Requested Side Path		N/A%	\$30,400	80%	\$7,600	20%		N/A%	\$38,000
P&C Engineering (15%)		N/A%	\$4,560	80%	\$1,140	20%		N/A%	\$5,700
<b>UTILITIES</b>									
Relocation/Adjustment of Village Owned Utilities		N/A%		N/A%	\$8,500	100%		N/A%	\$8,500
P&C Engineering (15%)		N/A%		N/A%	\$1,275	100%		N/A%	\$1,275
<b>TOTAL</b>	<b>\$1,878,525</b>		<b>\$236,498</b>		<b>\$203,953</b>		<b>\$8,050</b>		<b>\$2,327,025</b>

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 at 179<sup>th</sup> Street/Brook Hill Drive, known as STATE Section 3178-N (14) 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 Hundred Three Thousand Nine Hundred Fifty Three dollars (\$203,953) 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 \_\_\_\_\_, 201\_ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_ A.D.

\_\_\_\_\_

Village Clerk

(SEAL)

“EXHIBIT C”

Requests for Code Sections Reference  
Village Code (VC)

**No Parking**  
**Prohibit Wastes in Storm Sewers**

- 1. No Parking** For 143<sup>rd</sup>, LaGrange and 159<sup>th</sup> 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 EXTRANEEOUS 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:**