

FAU Route 2688
Wolf Road
State Section: 44R-N
Cook and Will Counties
Job No. : Agreement No.: JN-112-006
Contract No.: 60K66

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 approximately 1,383 lineal feet of Wolf Road at 183rd Street, (FAU Route 2688, Wolf Road, STATE Section 44R-N) by providing intersection widening and pavement resurfacing project and shall consist of pavement removal, combination concrete curb and gutter removal and replacement, earth excavation, temporary pavement construction, hot-mix asphalt binder course, resurfacing with hot-mix asphalt surface course, storm sewer and new traffic signal installation at 183rd Street complete with emergency vehicle preemption equipment, drainage structure adjustments and cleaning, placement of thermoplastic pavement markings and all incidental and collateral work necessary to complete the project as shown on the plans and described herein; 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 the 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 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 awarding the contract 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 Wolf Road 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. 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 median, the through traffic lanes lying on either side of the median and the left-turn

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

13. 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, parkways, guardrails, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy thereof and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

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 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.

14. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signal shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Wolf Road @ 183 rd Street		
STATE Share	(50)%	(50)%
VILLAGE Share	(50)%	(50)%

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 bill the VILLAGE for its proportionate share of the traffic signal maintenance costs on a three-month basis. The amount billed shall be the actual costs incurred less any third party damage claims received during the billing period for repair of traffic signals that are the responsibility of the billed party. Any proposed expenditures in excess of \$5,000 for repair of damage to any single traffic signal installation must be approved by the billed party before the expenditure is made.

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.

Payment by the STATE of any or all of its share of maintenance costs is contingent upon the STATE receiving adequate funds in its annual appropriation.

It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for its share of the traffic signals in conjunction with the STATE's proposed improvement.

The parties hereto agree that the traffic signal maintenance and energy provisions of this Agreement shall remain in effect for a period of twenty (20) years from the date of its execution or so long as the traffic signals covered by the terms of this Agreement or any amendment hereto remain in place either in their current or some modified configuration, whichever, is the shorter period of time. Such an effective term shall apply unless otherwise agreed in writing by the parties hereto.

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: _____
Diane O'Keefe
Region One Engineer

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAU 2688 known as Wolf Road, State Section 44R-N, 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

	FEDERAL		STATE		VILLAGE		DISTRICT		TOTAL
Type of Work	COST	%	COST	%		%	COST	%	
All roadway work excluding the following:	\$ 792,000	90%	\$ 88,000	10%	\$	N/A %	\$	N/A %	\$ 880,000
P&C Engineering (15%)	\$ 118,800	90%	\$ 13,200	10%	\$	N/A %	\$	N/A %	\$ 132,000
TRAFFIC SIGNALS									
Installation at Wolf Road @ 183 rd Street	\$ 270,000	90%	\$ 15,000	5%	\$ 15,000	5%	\$	N/A%	\$ 300,000
P&C Engineering (15%)	\$ 40,500	90%	\$ 2,250	5%	\$ 2,250	5%	\$	N/A %	\$ 45,000
Emergency Vehicle Preemption Equip.	\$	N/A %	\$	N/A %	\$	N/A %	\$ 8,000	100%	\$ 8,000
P&C Engineering (15%)	\$	N/A %	\$	N/A %	\$	N/A %	\$ 1,200	100%	\$ 1,200
TOTAL	\$ 1,221,300		\$ 118,450		\$ 17,250		\$ 9,200		\$ 1,366,200

*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.

"Exhibit B"
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF ORLAND PARK has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Wolf Road , known as State Section 44R-N; 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 SEVENTEEN THOUSAND TWO HUNDRED AND FIFTY dollars (\$17,250) 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 _____ 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:

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:

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:

CLERK