



Village Manager's Office

OCT 29 2014

VILLAGE OF ORLAND PARK



BP Oil Pipeline Company
150 West Warrenville Road
Naperville, IL 60563

VIA FEDERAL EXPRESS

October 27, 2014

Mr. Paul Grimes
Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

BP File No: Chi-Lat2 - 28
BP Log No: 7220

**RE: Crossing Agreement
Catalina Subdivision Drainage Improvement
Installation of an 18" storm sewer across CHICAP's pipeline
Three foot encroachment into CHICAP's easement for a manhole
Section 13 – T36N – 12E
Will County, Illinois**

Enclosed are two copies of the above captioned agreement, if the agreement meets with your approval please have the documents signed and notarized and return both to me in the enclosed postage pre-paid envelope.

Upon signature by BP a fully executed copy will be returned to you.

If you have any questions my number and email are (630) 536-2172 / nick.schilling@bp.com.

Sincerely,

Nick Schilling
Right-of-Way Contractor

BP



BP Pipelines (North America) Inc.
150 W. Warrenville Road
Naperville, IL 60563

October 22, 2014

Mr. Paul Grimes
Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

File No: Chi-Lat2 - 28
Log No: 7220

**RE: Catalina Subdivision Drainage Improvement
Installation of an 18" storm sewer across CHICAP's pipeline
Three foot encroachment into CHICAP's easement for a manhole
Section 13 – T36N – 12E
Will County, Illinois**

Thank you for having notified Chicap Pipe Line Company. (hereafter referred to as "CHICAP") of the Village of Orland Park's proposed project that involves crossing CHICAP's pipeline with a storm sewer and the installation of a manhole encroaching into CHICAP's right-of-way, (hereinafter referred to as "FOREIGN LINE") in Will County, Illinois

Proposed Scope of Work: Minor temporary construction excavation on the outer edge of the CHICAP easement during the installation of four(4) proposed manholes, one manhole partially encroaching into the pipeline easement by up to 3 feet, and an 18" ductile iron storm sewer crossing to be installed by open cut methodology.

CHICAP is agreeable to the proposed FOREIGN LINE crossing per the attached Exhibit A and Proposed Scope, provided the Village of Orland Park, Illinois (hereafter referred to as "THE VILLAGE") and its contractors, agents or other representatives adhere to the following terms and conditions;

- 1) THE VILLAGE, or their contractor, must contact the local "One-Call Center" at least 48 hours (two working days) prior to initiating any excavation or construction activities so CHICAP can arrange to have a representative present when the owner, operator, or their contractor, is working in close proximity to CHICAP's pipeline(s).
- 2) In addition to the "One-Call", CHICAP's Damage Prevention Specialist, **David Adkins (708) 341-5526** must be contacted at least 48 hours prior to any activities within the pipeline right of way. No construction work within the pipeline right of way may commence without his presence or prior approval.

- 3) If the CHICAP representative, in his/her sole discretion, determines that THE VILLAGE's construction activities could result in damage to the CHICAP pipeline(s), such representative will so notify THE VILLAGE, or its contractors, agents or other representatives. THE VILLAGE herein acknowledges that the CHICAP representative shall have full authority to stop any of THE VILLAGE excavation or construction related activities in close proximity to the CHICAP pipeline(s) if in the CHICAP representative's sole opinion, THE VILLAGE's activities could result in damage to the CHICAP pipeline(s).
- 4) The FOREIGN LINE will be installed below the CHICAP pipeline(s) with a minimum of two feet (24") clearance, and at an angle as close to 90 degrees as feasible, but not less than 45 degrees. Should the depth of cover of the CHICAP pipeline(s) be less than four feet (48"), THE VILLAGE must assume the CHICAP pipeline(s) to be at a minimum of four feet (48") to accommodate future possible lowering of the CHICAP pipeline(s). Therefore the absolute minimum depth of cover for the FOREIGN LINE shall be six feet (72").
- 5) All excavations within 2 feet (24") of the CHICAP pipeline will be done by hand.
- 6) Since open cut construction is to be utilized, at no time shall the open span on the CHICAP pipeline exceed 20 feet. If the open span exceeds 20 feet, the CHICAP pipeline shall be supported by a CHICAP approved contractor at THE VILLAGE's cost. Construction schedule must allow for CHICAP personnel to inspect the pipeline while exposed and perform any maintenance work required.
- 7) Utility tape shall be placed twelve (12) inches below final grade and also 12" below the CHICAP pipeline where the sewer crosses the pipeline (by 3rd Party with color indicating type of utility). The warning tape shall extend for a linear distance of ten feet (10') on either side of the centerline of the pipeline.
- 8) Backfilling over the pipeline(s) shall be as per the following requirements (in areas where there will be no intended traffic over the pipeline):
 - Acceptable excavated (good quality) fill can be used to backfill i.e. sand.
 - Backfill in one foot lifts up to five feet of the pipeline. Each lift being compacted by tamping as close as possible to 95% compaction.
 - To obtain proper compaction, moisture shall be added to the backfill as necessary, however ponding is not permitted.
 - Within five feet of the pipeline, lifts should be decreased to six inches, not to exceed eight inches.
 - Within six inches of the pipeline(s), there should be a layer of sand that extends six inches above the pipeline(s); the sand layer also is to be compacted as much as practical.
 - The remaining good quality fill shall be compacted in six inch lifts (not to exceed eight inches) until surface grade is achieved.
- 9) Construction equipment (maximum HS20 loading) shall cross the CHICAP pipeline(s) at a minimum depth of cover to top of pipeline of 4 feet with timber

matting (6" minimum). Where additional fill or timber matting is required, 2 layers of geotextile material shall be initially placed on grade. Areas of crossing shall be defined and kept to a minimum. The pipeline shall be clearly flagged, and safety fence or silt fence shall be utilized to prevent accidental/unauthorized equipment crossings. The equipment shall cross the pipeline as close to 90 degrees as possible and there shall be no pivoting or turning over the pipeline.

- 10) Due to the proximity to the pipeline of heavy construction in the area for grading the proposed detention areas and the proposed sewer paralleling the pipeline, the pipeline shall be cordoned off by the use of safety fence or silt fence along the entire length where paralleling construction/grading/equipment access takes place.
- 11) Areas of crossing shall be identified by the CHICAP Damage Prevention Representative and kept to a minimum. The pipeline shall be clearly flagged, and safety fence or silt fence shall be utilized to prevent accidental/unauthorized equipment crossings. The equipment shall cross the pipeline(s) as close to 90 degrees as possible and there shall be no pivoting or turning over the CHICAP pipeline(s).
 - A scraper or pan type tractor shall not be used for removal of soil within ten feet (10') of the centerline of the pipeline(s). Rubber tire or small track type equipment is an acceptable alternative.
 - A sheepsfoot roller shall not be used for compaction purposes within five feet (5') or directly above the pipeline(s).
 - No vibratory rollers shall be used within three feet (3') of the centerline of the pipeline(s) until the compacted cover over the pipeline(s) has reached a depth of three and one-half feet (3 ½')
 - The contractor shall not be permitted to transport construction materials or equipment longitudinally over the pipeline.
 - Where it is necessary for construction equipment (i.e., tractors, backhoes, dump trucks, etc.) or equipment transporting construction materials to cross the pipeline, the crossing of the pipeline right-of-way shall be at, or as near to, a 90° angle as is feasible.
 - No track type construction equipment shall be permitted to pivot or turn directly over the top of the pipeline.

12) THE VILLAGE shall require its contractors, agents or other representatives to adhere to the conditions set forth herein.

13) As-builts of the FOREIGN LINE crossing shall be submitted to CHICAP within 12 months after construction of said crossing is completed.

THE VILLAGE OF ORLAND PARK SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CHICAP PIPELINES (NORTH AMERICA) INC. AND THEIR AFFILIATES, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, INSURERS,

CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "CHICAP PARTIES") FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SETTLEMENTS, JUDGMENTS, DEMANDS, LIENS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, INTEREST, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATIONS, EXPENSES ATTRIBUTABLE TO THE DEFENSE OF ANY ACTIONS OR CLAIMS), AND REASONABLE ATTORNEY'S FEES AND OTHER LEGAL EXPENSES AND COSTS, (COLLECTIVELY "LOSSES") ARISING OUT OF (A) INJURY, OR DEATH OF PERSONS (INCLUDING ANY CHICAP PARTY OR ANY EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF THE VILLAGE OF ORLAND PARK OR (B) DAMAGE TO OR LOSS OF ANY PROPERTY (INCLUDING THAT OF ANY CHICAP PARTIES OR ANY EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF THE VILLAGE OF ORLAND PARK OR (C) HARM TO THE ENVIRONMENT, CAUSED BY, ARISING OUT OF, OR RESULTING FROM, EITHER DIRECTLY OR INDIRECTLY, THE ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LOSSES ARE CAUSED OR CONTRIBUTED TO (OR ALLEGEDLY CAUSED OR CONTRIBUTED TO) BY THE JOINT, CONCURRENT OR ANY OTHER FORM OF NEGLIGENCE, STRICT LIABILITY (STATUTORY OR OTHERWISE) OR OTHER FAULT OF ANY CHICAP PARTY, OR A PREEXISTING CONDITION, BUT EXCLUDING ANY LOSSES TO THE EXTENT CAUSED BY THE SOLE, OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY CHICAP PARTY.

Chicap Pipe Line Company
By: BP Pipelines (North America) Inc., its Agent

Blake Patrick
Right of Way Agent

Please signify your concurrence to and acceptance of the herein described terms and conditions by signing and returning both copies of this letter. CHICAP will then sign and return one original copy of the letter for your records. Thank you for your anticipated cooperation and understanding in this matter.

Village of Orland Park, Illinois

By: _____

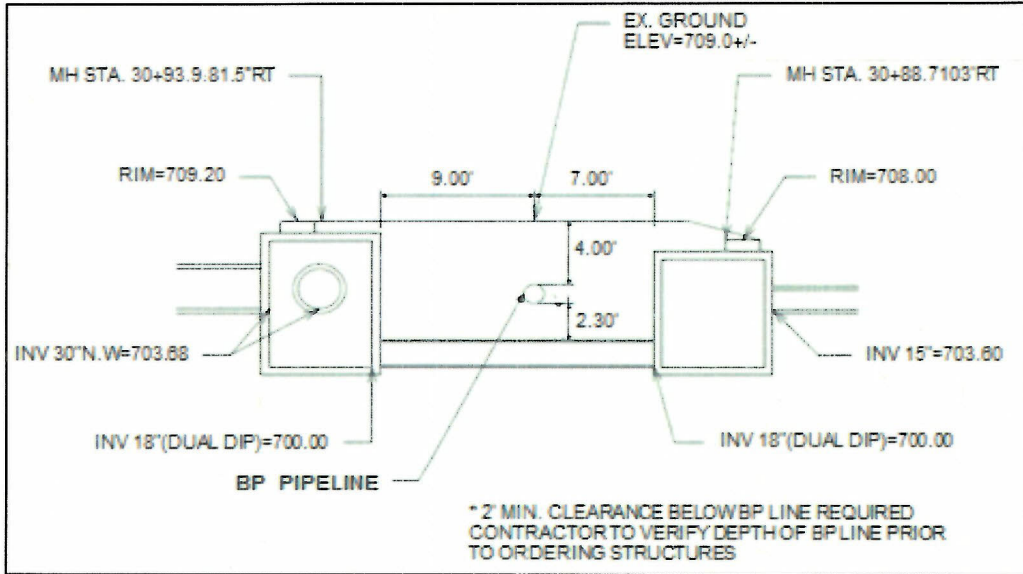
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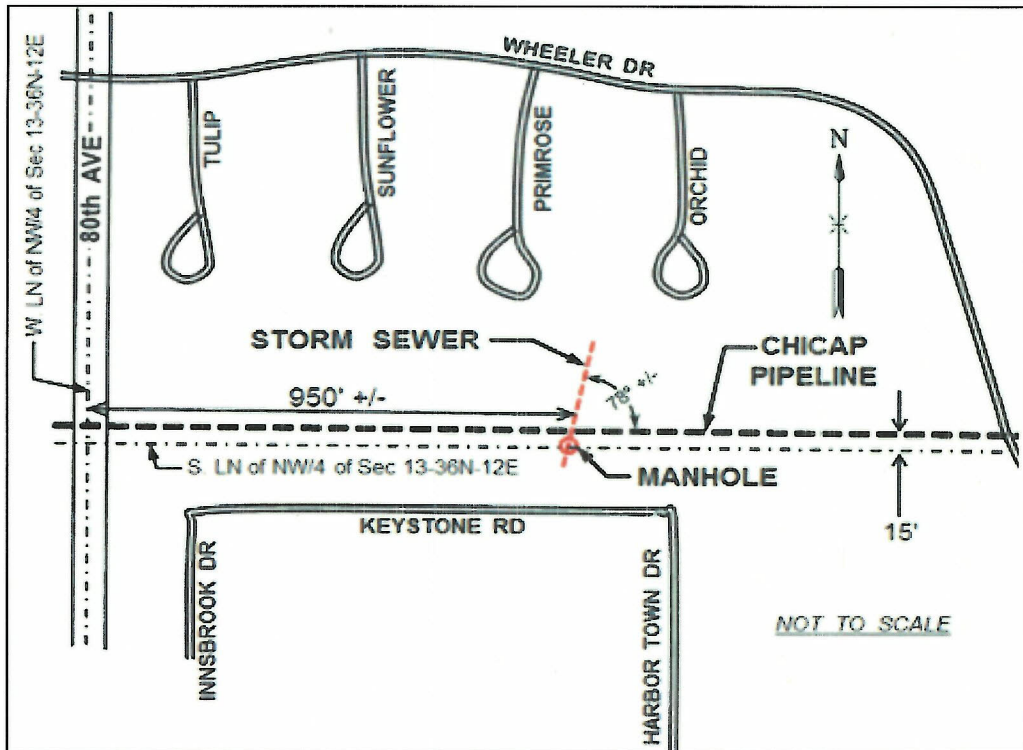
Date: _____

EXHIBIT A

Attached to and becoming a part of this Agreement by and between
Chicap Pipe Line Company and the Village of Orland Park



PROFILE



LOCATION