

FAP Route 343
Illinois Route 68 (Dundee Road) at
North Wilke Road and Kennicott Avenue
State Section: (531-4HBK & 3041-15D-2-R)N
Cook County
Job No.: C-91-508-12
Contract No.: 60V01
Agreement No.: JN-115-054

AGREEMENT

This Agreement entered into this 3rd day of August, 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 ARLINGTON HEIGHTS 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 1986 lineal feet of Illinois Route 68 (Dundee Road), known as FAP Route 343, STATE Job No.: C-91-508-12, STATE Contract Number 60V01, STATE Section (531-4HBK & 3041-15D-2-R)N, from North Wilke Road to Kennicott Avenue by replacing the existing traffic signals and adding east bound right turn lanes at the intersections with North Wilke Road and Kennicott Avenue, constructing new 5 foot wide concrete sidewalks, removing 1,210 feet of existing concrete sidewalk on the north side of Illinois Route 68 and replacing with a 10 foot wide hot mix asphalt shared use path 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 concrete sidewalk and the replacement of existing sidewalk with a new hot mix asphalt shared use path ,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. 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 attached hereto and made a part hereof.

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.
5. 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 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.

8. 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 Illinois Route 68 (Dundee Road) without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to 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 Illinois Route 68 (Dundee Road) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn

lanes, and the curb and gutter or 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 new and existing sidewalks and shared-use paths, parkways, crosswalk and stop line pavement 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.

15. 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 Illinois Route 68 (Dundee 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.

16. The VILLAGE agrees to assume responsibility for the administration, control, reconstruction and maintenance of the sidewalks and shared use paths not otherwise carried on STATE structures. The VILLAGE further agrees to indemnify

and hold harmless the STATE, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of or connected with the construction and/or operation of the sidewalks and shared use paths.

If in the future , the STATE adopts a roadway or traffic signal improvement on Illinois Route 68 (Dundee Road) which requires modification, relocation or reconstruction to said sidewalks and/or shared use paths, then the VILLAGE hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said sidewalks and/or shared use paths in conjunction with the STATE's proposed improvement.

17. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on September 12, 2011.

18. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-emption System" located at the modernized traffic signal intersections to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the VILLAGE for the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-emption System" equipment. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested in accordance with the recommendations of the manufacturer.

19. 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 the modernization or reconstruction to said traffic signals then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.

20. 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.

21. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification Number is 36-6005774 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is :

Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

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 ARLINGTON HEIGHTS

By: _____
(Signature)

Attest:

Village Clerk

(SEAL)

By: Thomas W. Hayes
(Print or Type)

Title: Village President

Date: August 3, 2015

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

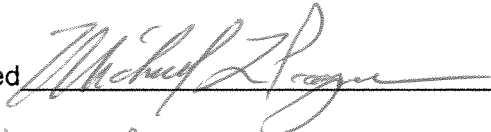
By: _____
John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

Date: _____

Job No.: C-91-508-12
Agreement No.: JN-115-054

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 68 (Dundee Road), known as FAP 343, STATE Section (531-4HBK & 3041-15D-2-R)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 DEPUTY DIRECTOR OF ENGINEERING

Date 7-29-15

EXHIBIT A
ESTIMATE OF COST Contract 60V01

Type of Work	FEDERAL		STATE		VILLAGE OF ARLINGTON HEIGHTS		TOTAL
	\$	%	\$	%	\$	%	
All roadway work excluding the following:	\$600,000	80%	\$150,000	20%		N/A%	\$750,000
P&C Engineering (15%)	\$90,000	80%	\$22,500	20%		N/A%	\$112,500
TRAFFIC SIGNALS							
IL 68 at North Wilke Road	\$240,000	80%	\$45,000	15%	\$15,000	5%	\$300,000
P&C Engineering (15%)	\$36,000	80%	\$6,750	15%	\$2,250	5%	\$45,000
Emergency Vehicle Pre-emption		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%	\$1,050	100%	\$1,050
IL 68 at Kennicott Avenue	\$240,000	80%	\$30,000	10%	\$30,000	10%	\$300,000
P&C Engineering (15%)	\$36,000	80%	\$4,500	10%	\$4,500	10%	\$45,000
Emergency Vehicle Pre-emption		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%	\$1,050	100%	\$1,050
SIDEWALK							
Village requested new concrete sidewalk, 150 feet	\$4,800	80%		N/A%	\$1,200	20%	\$6,000
P&C Engineering (15%)	\$720	80%		N/A%	\$180	20%	\$900
Sidewalk replaced with 10-foot HMA path	\$26,400	80%		N/A%	\$6,600	20%	\$33,000
P&C Engineering (15%)	\$3,960	80%		N/A%	\$990	20%	\$4,950
UTILITY ADJUSTMENTS							
Water main, fire hydrant and sanitary sewer		N/A%		N/A%	\$14,000	100%	\$14,000
P&C Engineering (15%)		N/A%		N/A%	\$2,100	100%	\$2,100
TOTAL	\$1,277,880		\$258,750		\$92,920		\$1,629,550

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 Arlington Heights has entered into an agreement with the State of Illinois for the improvement of Illinois Route 68 (Dundee Road), known as FAP 343, State Section (531-4HPK & 3041-15D-2-RN); 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 BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: That there is hereby appropriated the sum of \$92,920 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.

SECTION TWO: 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 its obligation in a lump sum, upon completion of the project based on final costs.

SECTION THREE: 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.

SECTION FOUR: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 3rd day of August, 2015.

Village President

ATTEST:

Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Rebecca Hume, Village Clerk in and for the Village of Arlington Heights, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the Village Board at a meeting on August 3, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 3rd day of August, 2015.

Village Clerk

(SEAL)

AN ORDINANCE REGULATING PARKING
ON A CERTAIN PUBLIC STREET

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF ARLINGTON HEIGHTS:

SECTION ONE: It shall be unlawful for any person, firm
or corporation to park or permit to be parked a motor vehicle at
any time on the following designated streets within the corporate
limits of the Village of Arlington Heights, to wit:

North and South sides of Dundee Road, throughout
its length.

SECTION TWO: That the Village Manager is hereby
directed to erect appropriate signs to effectuate the purpose of
this ordinance.

SECTION THREE: That any person, firm or corporation
violating any of the terms of this ordinance shall be fined not
more than \$500.00 for each such offense.

SECTION FOUR: That all ordinances or parts of
ordinances in conflict with the provisions of this ordinance are
hereby repealed.

SECTION FIVE: That this ordinance shall be in full
force and effect from and after its passage, approval,
publication in pamphlet form, and the posting of said signs in
the manner provided by law.

AYES: WALSH, BUSS, AGRAN, PALMATIER, DUFFY, WALTON, MAKI, RYAN


NAYS: NONE

PASSED AND APPROVED this 17th day of March, 1986.



Village President

ATTEST:



Village Clerk

*Original sent
to state*

AN ORDINANCE REGULATING PARKING ON DUNDEE ROAD
FROM ROUTE #53 to OLD ARLINGTON HEIGHTS ROAD.

12/14

EXHIBIT C

BE IT ORDAINED by the President and Board of Trustees of
the Village of Arlington Heights, Cook County, Illinois.

WHEREAS, the Village of Arlington Heights and the State of
Illinois, acting by and through its Department of Public Works and
Buildings, Division of Highways, have entered into an agreement rel-
ative to the improvement of FAS Route 115 (166 Route #68) State
Section 3041-15D-Z-R from Illinois Route 53 to old Arlington Heights
Road;

and

WHEREAS, in order to facilitate said improvement it is nec-
essary for the Village to adopt an ordinance regulating the parking
on Dundee Road from Route 53 to old Arlington Heights Road.

NOW, THEREFORE, BE IT ORDAINED by the President and Board
of Trustees of the Village of Arlington Heights, Cook County, Illinois:

SECTION ONE

That it shall be unlawful for any person, firm or corporation
to park or cause to be parked a motor vehicle on Dundee Road from
Route 53 to old Arlington Heights Road.

SECTION TWO

That if any section, paragraph, clause, phrase or part of
this ordinance is for any reason held invalid, such decision shall
not affect the validity of the remaining provisions of this ordinance,
and the application of these provisions to any persons or circumstances
shall not be affected thereby.

SECTION THREE

All ordinances or parts of ordinances in conflict with the
provisions of this ordinance are hereby repealed insofar as they con-
flict herewith.

SECTION FOUR

This ordinance shall be in full force and effect from and
after its passage, approval and publication pursuant to law.

PASSED this 4 day of May

VOTES:

AYES 6
NAYS 0

MICROFILMED

MAY 3 1973

VILLAGE ARLINGTON HEIGHTS Betty J. Keenan
CODE Village Clerk

APPROVED this 4 day of May, 1970.

John J. Walsh
Village President

0-036

70-036