

LETTER OF UNDERSTANDING

This Letter of Understanding, entered into this _____ day of _____, 2025 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and CITY OF JOLIET of the State of Illinois, hereinafter called the CITY.

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 2,158 lineal feet of I-80 at the Des Plaines River Bridge, State Section FAI 80 21 Structure 2, State Job No. C-91-110-22, State Contract Number 62R23 hereinafter referred to as the IMPROVEMENT.

The IMPROVEMENT includes bridge replacements, bridge superstructure replacements, roadway reconstruction, noise abatement walls installation, retaining wall construction, fire standpipe system installation, water main, sanitary and storm sewer relocations and adjustments, and any other work necessary to complete the IMPROVEMENT in accordance with the approved plans and specifications; and

WHEREAS, the CITY has agreed to the MAINTENANCE AND INSPECTION of the fire standpipe systems associated with the IMPROVEMENT; and

WHEREAS, this Agreement is entered into under the authority of the Illinois Constitution and the Intergovernmental Cooperation Act of this State.

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. Upon final field inspection of the IMPROVEMENT, the STATE agrees to maintain or cause to be maintained the bridges, the through traffic lanes, the auxiliary lanes, the inside and outside shoulders. The STATE further agrees to provide reimbursement costs to the CITY for the MAINTENANCE AND INSPECTION of the fire standpipe systems.
3. The CITY will provide and agrees to the MAINTENANCE AND INSPECTION as follows:
 - a. Upon final field inspection of the fire standpipe systems in accordance to the contract specifications and National Fire Protection Association (NFPA), the CITY will assume MAINTENANCE AND INSPECTION of the fire standpipe systems upon receiving the contractor's signed copy of the testing requirements to the STATE Engineer of Record and the CITY.
 - b. The CITY has agreed to perform the required inspection, testing and maintenance work as defined in NFPA 25 Chapter 6 Standpipe and Hose Systems.

- c. The CITY will submit a written request and cost estimates for all items that need to be replaced or repaired on the fire standpipe systems based upon the MAINTENANCE AND INSPECTION by the CITY.
 - d. Upon approval of the written request from the CITY for replacement or repairs on the fire standpipe systems, the STATE agrees to reimburse the CITY One Hundred (100%) of the MAINTENANCE AND INSPECTION upon receipt of an invoice from the CITY.
- 4. The CITY has adopted a Resolution, or and will sign the Plan Approval page, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared and authorizing execution of this Agreement.
- 5. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6088568 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
- 6. Obligations of the STATE and the CITY 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.
- 7. 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.

8. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF JOLIET

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Title: _____

Date: _____

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-110-22
Agreement No.: LU-126-009

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAI 80, I-80 at the Des Plaines River Bridge,
Contract No. 62R23, State Section FAI 80 21 Structure 2, the CITY agrees to assume financial

responsibility for that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____