

FAI 80
I-80 At Des Plaines River Bridge
State Section: FAI 80 21 Structure 2
County: Will County
Job No.: C-91-110-22
Contract No.: 62R23
JN-126-003

AGREEMENT

This Agreement 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 the
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; and

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 is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature; 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. The STATE agrees to pay for all right of way, construction, and engineering cost, 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 CITY 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 CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, 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) upon completion of the project, based upon final costs.
6. The CITY 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 CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. All CITY 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). If in the future, the Department proposes to implement a further roadway improvement on Interstate 80 which would require the CITY's utilities included within such further IMPROVEMENT to be relocated, the STATE agrees to reimburse 100% of all costs associated with such relocation.

9. 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 also agrees to be responsible for the structural integrity and routine maintenance of the traffic side of the Traffic Noise Abatement Walls along westbound I-80 (SN 099N1028) Ramp C and along eastbound I-80 (SN 099N1029) Ramp A as shown in Exhibit D. The STATE also agrees to be responsible for the structural integrity and routine maintenance of the non-traffic side of the knee walls located along River Street's east and west sides, Water Street's east and west sides and Lucas Street's south and east side as shown in Exhibit D.

10. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE as noted on attached Exhibit D, including the local roadways, sidewalks, shared use paths and landscaping along Chicago Street, Des Plaines Street, Water Street, Duncan Street, Lucas Street, River Street, Gardner Street, Richards Street, 5th Avenue, McDonough Street, 4th Avenue, Patterson Road and Eastern Avenue. The CITY also agrees to be responsible for routine maintenance including graffiti and vegetation removal on and along the non-traffic side of the Traffic Noise Abatement Walls along westbound I-80 (SN 099N1028) Ramp C and along eastbound I-80 (SN 099N1029) Ramp A as shown in Exhibit D. The CITY also agrees to be responsible for routine maintenance including graffiti and vegetation removal on and along the traffic side of the knee walls located along River Street's east and west sides and Water Street's east and west sides, Lucas Street's south and east side as shown

in Exhibit D. The CITY also agrees to maintain crosswalks, stop line markings, the relocated storm sewer on Lucas Street, the relocated storm sewer at the intersection of Lucas Street and Water Street, the relocated sanitary interceptor sewer on Joliet Street and Duncan Street, the relocated water main on Water Street, Lucas Street and River Street, the relocated sanitary sewer crossing at proposed I-80 Station 62+50, the relocated water main on McDonough Street, the proposed sanitary sewer on McDonough Street and all existing and relocated CITY owned utilities including appurtenances thereto.

11. 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

12. 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.
13. 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.

14. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns, and sets forth the entire Agreement between the Parties regarding this improvement and, except for the Design Engineering agreement regarding this project of even date herewith, incorporates and supersedes all other agreements, written or oral, on this subject.

CITY OF JOLIET

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Clerk

Title: _____

Date: _____

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

Job No.: C-91-110-22
Agreement No.: JN-126-003

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 _____

EXHIBIT A
ESTIMATE OF COST Contract 62R23

Type of Work	FEDERAL		STATE		CITY OF JOLIET		TOTAL
	\$	%	\$	%	\$		\$
All roadway work excluding the following:	\$139,579,950	90%	\$15,508,883	10%			\$155,088,833
P&C Engineering (15%)	\$20,936,992	90%	\$2,326,332	10%			\$23,263,325
City owned utiltiy relocations - various locations	\$3,632,400	90%	\$403,600	10%			\$4,036,000
P&C Engineering (15%)	\$544,860	90%	\$60,540	10%			\$605,400
Watermain and Sewer Relocation - McDonough Street					\$385,000	100.0%	\$385,000
Construction Engineering (10%)					\$38,500	100.0%	\$38,500
TOTAL	\$164,694,202		\$18,299,356		\$423,500		\$183,417,058

NOTE: The Local's participation shall be predicated upon the percentages shown above for the specified work. The Local Agency's 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 CITY OF JOLIET (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of I-80 at the Des Plaines River Bridge, known as State Job No. C-91-110-22 and State Contract No. 62R23, State Section FAI 80 21 Structure 2; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY 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 Four Hundred Twenty-Three Thousand Five Hundred Dollars (\$423,500) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, 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 CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, 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 improvement, based on final costs; and

BE IT FURTHER RESOLVED that the CITY 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 WILL)

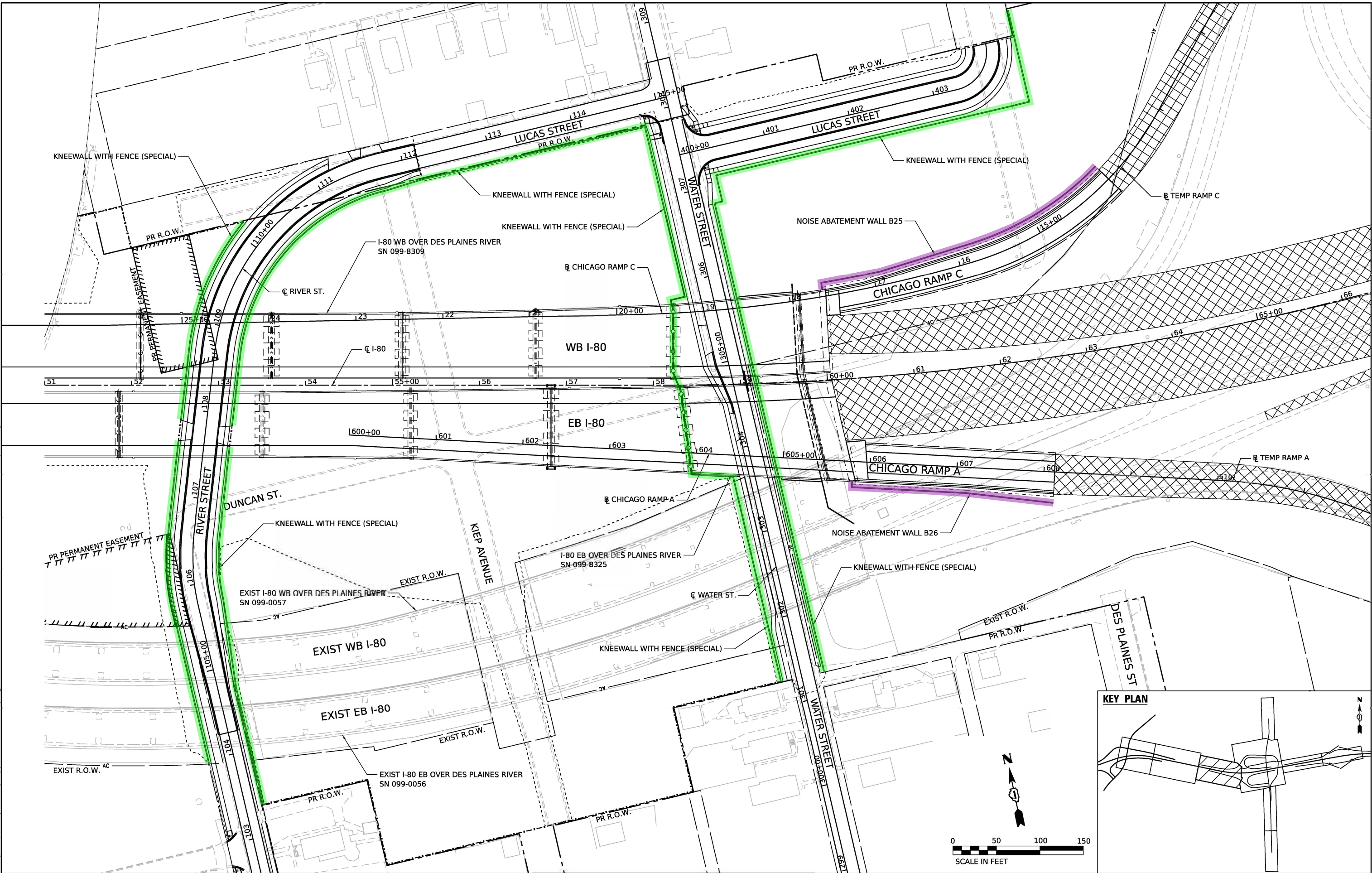
I, _____, City Clerk in and for the CITY OF JOLIET hereby
certify the foregoing to be a true perfect and complete copy of the resolution adopted
by the City Council at a meeting on _____, 2025 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____, 2025 A.D.

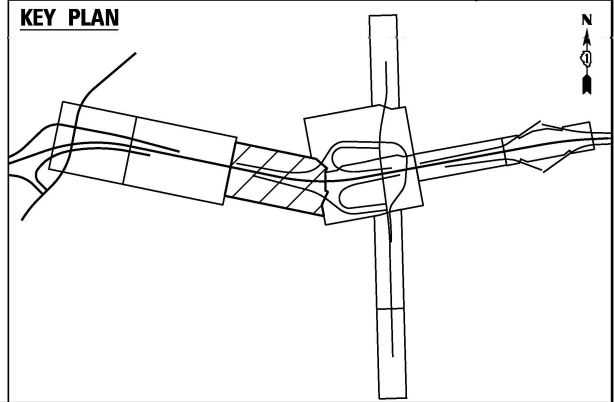
Clerk

(SEAL)

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KEY PLAN



 WSP USA Inc. 30 N. LASALLE STREET SUITE 4200 CHICAGO, IL 60602 TEL: (312) 782-8150	USER NAME = donahuek1		DESIGNED - KSD		REVISED -		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION				CONTRACT 62R23 EXHIBIT D					F.A.I. RTE.	SECTION		COUNTY	TOTAL SHEETS	SHEET NO.
	PLOT SCALE = 100.000' / in.		DRAWN - KSD		REVISED -						80	FAI 80 21 STRUCTURE 2		WILL	1	1					
	PLOT DATE = 8/19/2025		CHECKED - MA		REVISED -						CONTRACT NO. 62R23										
			DATE - 8/19/2025		REVISED -																
							SCALE: 1" = 50'		SHEET	OF	SHEETS	STA.	TO STA.								