



City of Joliet

Public Service Committee

Meeting Agenda

Committee Members
Councilman Larry E. Hug, Chairman
Councilman Pat Mudron
Councilwoman Sherri Reardon

Monday, December 15, 2025

4:30 PM

City Hall, Council Chambers

Citizens who are unable to attend the meeting can email comments in advance of the meeting to publiccomment@joliet.gov.

ROLL CALL

APPROVAL OF MINUTES

Public Service Minutes 12/01/2025

[TMP-9276](#)

Attachments: [12012025 Public Service Minutes.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

CONTRACTS

Award of Contract for the 2025 Large Water Meter Replacement Program to United Meters Inc. in the Amount of \$242,501.00

[652-25](#)

Attachments: [Approver Report](#)

Award of Contract for the Sanitary Sewer Rehabilitation project for the 2026 Watermain Replacement Program to National Power Rodding Corp. in the Amount of \$737,425.00, and Amendment No. 1 to the Professional Services Agreement for the 2026 Sanitary Sewer Rehabilitation Program with RJN Group Inc for an Amount not to exceed of \$69,900.00

[653-25](#)

Attachments: [Approver Report](#)

Approval of Professional Services Agreement for Preliminary Engineering for the 2027 Water System Rehabilitation Program to Baxter & Woodman Inc. in the Amount of \$898,700.00

[654-25](#)

Attachments: [BW redacted PSA 2027 WMRP PD](#)
[Approver Report](#)

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Amendment No. 3 for the IDOT - I-80 Reconstruction Coordination and Joliet Water and Sewer Relocation Feasibility Study Professional Services Agreement to V3 Companies in the Amount of \$50,000.00

[655-25](#)

Attachments: [Approver Report](#)

Approval of Change Order No. 1 for the Virginia Phase 1 Water Main Improvements Project to P.T. Ferro Construction Co in the Amount of \$211,531.40 and Pay Estimate No. 6 and Final in the Amount of \$636,005.01

[656-25](#)

Attachments: [Approver Report](#)

ORDINANCES AND RESOLUTIONS

Resolution Accepting a License Agreement from Canadian National Railway Company for the Washington Street Water Main Improvement Project

[663-25](#)

Attachments: [Resolution](#)
[8849-W License](#)
[Approver Report](#)

Resolution Accepting a Grant of Temporary Easement from the Joliet Park District for the Washington Street Water Main Improvement Project

[664-25](#)

Attachments: [Resolution](#)

[Joliet Park District Temp Easement - Washington Street](#)

[Approver Report](#)

Resolution Accepting a License Agreement from Metra for the Washington Street Water Main Improvement Project

[665-25](#)

Attachments: [Resolution](#)

[25-106 City of Joliet License Agreement](#)

[Approver Report](#)

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENT

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9276

Agenda Date: 12/15/2025

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Monday, December 1, 2025

4:30 PM

City Hall, Council Chambers

Public Service Committee

Committee Members
Councilman Larry E. Hug, Chairman
Councilman Pat Mudron
Councilwoman Sherri Reardon

ROLL CALL

Present

Councilman Larry E. Hug, Councilman Pat Mudron and Councilwoman Sherri Reardon

ALSO PRESENT:

Greg Ruddy - Director of Public Works, Sean Mikos - Deputy Director Engineering, Allison Swisher - Director of Public Utilities, and Anthony Anczer - Deputy Director Engineering

APPROVAL OF MINUTES

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to approve the 11/17/2025 Public Service Minutes. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

Public Service Minutes 11/17/2025

[TMP-9271](#)

Attachments: [Public Service Minutes 111725](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

No one at this time.

CONTRACTS

Award of Contract to Precision Truck Center for the Engine Rebuild in Ladder Truck FD 779 in the Amount of \$28,454.54

[630-25](#)

Attachments: [Approver Report](#)

Greg Ruddy, Director of Public Works, discussed Contract to Precision Truck Center for the Engine Rebuild in Ladder Truck FD 779 in the Amount of \$28,454.54.

Award of Contract for the 2025 Roadways Resurfacing Contract A to PT Ferro Construction Co., in the Amount of \$516,142.58

[631-25](#)

Attachments: [Approver Report](#)

Sean Mikos, Deputy Director of Engineering, discussed Contract for the 2025 Roadways Resurfacing Contract A to PT Ferro Construction Co., in the Amount of \$516,142.58.

Approval of Purchase One (1) Compact Electric Sweeper from Brown Equipment Company in the Amount of \$342,523.00

[632-25](#)

Attachments: [Approver Report](#)

Greg Ruddy discussed the Purchase One (1) Compact Electric Sweeper from Brown Equipment Company in the Amount of \$342,523.00.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 632-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Mudron and Councilwoman Reardon

Nay: Councilman Hug

Award of Contract for the District Meter Area Chamber Installation Project to P.T. Ferro Construction Co. in the Amount of \$267,550.00

[633-25](#)

Attachments: [Approver Report](#)

Anthony Anczer, Deputy Director of Engineering, discussed the Contract for the District Meter Area Chamber Installation Project to P.T. Ferro Construction Co. in the Amount of \$267,550.00.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 630-25, 631-25, and 633-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

CHANGE ORDERS/PAY ESTIMATES/FINAL PAYMENTS

Approval of Amendment No. 1 to the Professional Services Agreement for Engineering Design Services for the Des Plaines River Tunnel Crossing Rehabilitation Project for the Water Main Replacement Program to Jacobs Associates dba Delve Underground in the Amount of \$268,630.00

[634-25](#)

Attachments: [Approver Report](#)

Anthony Anczer discussed Amendment No. 1 to the Professional Services Agreement for Engineering Design Services for the Des Plaines River Tunnel Crossing Rehabilitation Project for the Water Main Replacement Program to Jacobs Associates dba Delve Underground in the Amount of \$268,630.00.

Approval of Change Order No. 1 for the 2025 Sanitary Sewer Cleaning and Inspection Program to Pipe View America in the Amount of \$82,779.94

[635-25](#)

Attachments: [Approver Report](#)

Anthony Anczer discussed Change Order No. 1 for the 2025 Sanitary Sewer Cleaning and Inspection Program to Pipe View America in the Amount of \$82,779.94.

Approval of Change Order No. 2 for the Plainfield Road (Theodore St. to Black Rd.) Water Main Improvements Project to Austin Tyler Construction Inc. for a Decreased Amount of (\$1,735,236.11) and Pay Estimate No. 11 and Final

[638-25](#)

in the Amount of \$564,960.68

Attachments: [Approver Report](#)

Anthony Anczer discussed Change Order No. 2 for the Plainfield Road (Theodore St. to Black Rd.) Water Main Improvements Project to Austin Tyler Construction Inc. for a Decreased Amount of (\$1,735,236.11) and Pay Estimate No. 11 and Final in the Amount of \$564,960.68.

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to recommend 634-25, 635-25, and 638-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

ORDINANCES AND RESOLUTIONS

Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the City of Joliet and the Grand Prairie Water Commission (Joliet Primary Delivery Structure)

[648-25](#)

Attachments: [Resolution](#)
[GPWC-Joliet WDS Easement Agreement-Stryker \(Primary\)](#)
[11-16-25 with Ex B For Joliet agenda packet](#)
[Approver Report](#)

Allison Swisher, Director of Public Utilities, discussed the Resolution Approving an Easement Agreement for Water Delivery Structure by and Between the City of Joliet and the Grand Prairie Water Commission (Joliet Primary Delivery Structure).

Resolution for the Surface Transportation Program Local Match Commitment for the Theodore Street (East of Brighton Lane - IL Route 59) Roadway Widening Improvement Project - MFT Section No. 18-00515-04-WR

[647-25](#)

Attachments: [Resolution](#)
[Final Theodore Street Project Phasing Map and Cost Breakdowns.pdf](#)
[Approver Report](#)

Sean Mikos discussed the Resolution for the Surface Transportation Program Local Match Commitment for the Theodore Street (East of Brighton Lane - IL Route 59) Roadway Widening Improvement Project - MFT Section No. 18-00515-04-WR.

A motion was made by Councilman Pat Mudron, seconded by Councilwoman Sherri Reardon, to recommend 647-25 and 648-25 for approval by full Council. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Report on Utilities' Maintenance Activities

[TMP-9265](#)

Attachments: [Valve Hydrant Break Report 11-17-2025](#)

Allison Swisher discussed the Report on Utilities maintenance activities.

PUBLIC COMMENT

No one at this time.

ADJOURNMENT

A motion was made by Councilwoman Sherri Reardon, seconded by Councilman Pat Mudron, to adjourn. The motion carried by the following vote:

Aye: Councilman Hug, Councilman Mudron and Councilwoman Reardon



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 652-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract for the 2025 Large Water Meter Replacement Program to United Meters Inc. in the Amount of \$242,501.00

BACKGROUND:

On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is the completion of the City's Non-Revenue Water Reduction Plan. A significant component of this Plan is water meter replacement. The City maintains over 50,000 water meters, with over 400 large meters measuring 3" or larger.

The scope of the 2025 Large Water Meter Replacement Program includes plumbing and scheduling services to replace the large water meters that need to be replaced due to age or condition.

The Public Service Committee will review this matter.

CONCLUSION:

The 2025 Large Water Meter Replacement Program was advertised in the Herald News on October 16, 2025, and two bids were received on November 12, 2025.

CONTRACTOR

BID AMOUNT

United Meters Inc.	\$242,501.00
Calumet City Plumbing & Heating Co., Inc.	\$270,590.00

Sufficient funds exist in the Water & Sewer Improvement Fund / Meter Repair / Construction (Org 50180320, Object 557200, \$242,501.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council award the Contract for the 2025 Large Water Meter Replacement Program, in the amount of \$242,501.00, to United Meters Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 652-25

File ID: 652-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Award of Contract for the 2025 Large Water Meter Replacement Program to United Meters Inc. in the Amount of \$242,501.00

Agenda Date: 12/16/2025

Entered by: chart@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/11/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/11/2025	Allison Swisher	Approve	12/15/2025
1	3	12/11/2025	Kevin Sing	Approve	12/15/2025
1	4	12/11/2025	Todd Lenzie	Approve	12/15/2025
1	5	12/12/2025	Beth Beatty	Approve	12/15/2025



Memo

File #: 653-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Award of Contract for the Sanitary Sewer Rehabilitation project for the 2026 Watermain Replacement Program to National Power Rodding Corp. in the Amount of \$737,425.00, and Amendment No. 1 to the Professional Services Agreement for the 2026 Sanitary Sewer Rehabilitation Program with RJN Group Inc for an Amount not to exceed of \$69,900.00

BACKGROUND:

The 2026 Water Main Replacement Program consists of 12 contracts to replace a total of approximately 19 miles of water main, at a cost of approximately \$60,345,000.00. The Environmental Protection Agency's (EPA) standard requirements for watermain installation requires 18-inches of vertical separation from bottom of water main to top of sewer and 10-feet horizontal separation from edge of water main to edge of sewer. Approximately 9,900 LF of sanitary and storm sewer did not meet EPA's water and sewer separation requirements. To provide the required separation, either the sewers have to be relocated, or EPA allows the sewers to be lined. The most cost-effective method is to line the existing sewers with cured-in-place pipelining (CIPP).

It is also recommended to line the sewer system tributary to the Benton and Maple Lift Station where excessive inflow and infiltration has been observed. The Sanitary Sewer Rehabilitation for the 2026 Watermain Replacement Program includes 2,500 LF of CIPP to reduce the amount of excess flow conveyed to the lift station.

The Sanitary Sewer Rehabilitation for the 2026 Watermain Replacement Program design drawings and bidding documents were prepared and the invitation to bid was advertised in the Herald News on Thursday, November 13, 2025.

The Public Service Committee will review this matter.

CONCLUSION:

On Tuesday, December 2, 2025, at 10:30 a.m., five (5) sealed bids were received for the Sanitary Sewer Rehabilitation for the 2026 Watermain Rehabilitation Program. The bid summary is as follows:

CONTRACTOR

National Power Rodding, Chicago, IL
Visu-Sewer of Illinois, Bridgeview, IL
Hoerr Construction Inc., Goodfield, IL
Insituform Technologies, Romeoville, IL

BID AMOUNT

\$737,425.00
\$880,237.50
\$898,030.00
\$907,131.50

Inliners Solutions LLC, Orleans, IN	\$1,040,180.00
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Engineer's Estimate	\$1,024,630.00
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The low bid from National Power Rodding Corp., in the amount of \$737,425.00, is 28% below the engineer's estimate. National Power Rodding Corp. has previously completed similar work for the City and completed this work to the City's satisfaction.

Funds will be charged to the 2025 Water & Sewer Improvement Fund / Sewer Collection / Construction (Org 50180020, Object 557200, \$737,425.00).

Included with this Contract Award is Amendment No. 1 for the Professional Services Agreement for the 2026 Sanitary Sewer Rehabilitation Program with RJN Group Inc, for an amount not to exceed \$69,900.00, for construction administration and resident engineering services. During construction RJN Group Inc will provide construction related engineering services including inspection of construction, review of contractor submittals, respond to contractor requests for information, review pay requests, attend monthly meetings, and review post construction televising for quality assurance.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Two (2) of these circumstances apply:

- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;
- (g) Purchases of Professional Services

Funds will be charged to the 2025 Water & Sewer Improvement Fund / Sewer Collection / Professional Services (Org 50180020, Object 557200, Project 25040, \$69,900.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council take the following actions:

1. Award the Contract for the Sanitary Sewer Rehabilitation for the 2026 Watermain Replacement Program, in the amount of \$737,425.00, on behalf of National Power Rodding Corp.
2. Approve Amendment No. 1, to the Professional Services Agreement for the 2026 Sanitary Sewer Rehabilitation Program, in the amount of \$69,900.00, on behalf of RJN Group Inc.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 653-25

File ID: 653-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Award of Contract for the Sanitary Sewer Rehabilitation project for the 2026 Watermain Replacement Program to National Power Rodding Corp. in the Amount of \$737,425.00, and Amendment No. 1 to the Professional Services Agreement for the 2026 Sanitary Sewer Rehabilitation Program with RJN Group Inc for an Amount not to exceed of \$69,900.00

Agenda Date: 12/16/2025

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/10/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/11/2025	Allison Swisher	Approve	12/12/2025
1	3	12/11/2025	Kevin Sing	Approve	12/15/2025
1	4	12/11/2025	Todd Lenzie	Approve	12/15/2025
1	5	12/12/2025	Beth Beatty	Approve	12/15/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 654-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Professional Services Agreement for Preliminary Engineering for the 2027 Water System Rehabilitation Program to Baxter & Woodman Inc. in the Amount of \$898,700.00

BACKGROUND:

On January 5, 2021, the Mayor and City Council approved Resolution No. 7613, committing to water conservation through the reduction of non-revenue water in order to comply with the allocation requirements of the Level of Lake Michigan Act, 615 ILCS 50, and the corresponding State regulations. A condition of the City's Lake Michigan water allocation permit is completion of the City's Non-Revenue Water Reduction Plan. A major component of this plan is water main replacement. The water main replacement must be sufficient to achieve the reduction of non-revenue water from the City's water system to not more than 10 percent by the year 2030. For the 2027 water main replacement program, 20 miles of water main have been identified for replacement. This is 3% of the total water distribution system.

In order to have contract documents ready to bid in time for the 2027 construction season, preliminary engineering for the 2027 Water System Rehabilitation Program needs to begin at this time. Projects to be included in the 2027 program are identified in the table below. The preliminary estimated construction cost for the projects is \$65,000,000 and will be funded using state and federal low interest loan programs. A more detailed cost estimate will be provided as a scope item of this preliminary design contract.

Project Name	Location Description	Feet	Miles
Akin Park & Bissel	Miller, Baker, Hobbs (Henry to 2nd); Arizona (1st to 2nd); Boulder (Washington to 2nd); Henry (Miller to Akin); Julia, 1st, and 2nd (Arizona to Boulder);	7,500	1.4
Bluff and Van Buren	Bluff (Oneida to PRV station); Township parking lot main; Van Buren (tunnel to Ottawa).	2,900	0.5
Cathedral Area Phase 2	William (Douglas to Glenwood); Prairie (Douglas to Glenwood); Knox (Douglas to Taylor); Raynor (Douglas to Glenwood); Douglas (William to Raynor); Taylor (William to Wilcox); Farragut (William to Raynor)	8,900	1.7

Project Name	Location Description	Feet	Miles
Cunningham Phase 2	Center, Cora, Elizabeth, Summit, and Hickory (Moran to Ruby); Fetz (Ruby to Summit); Ross (Summit to Hickory); Ruby (Raynor to Broadway); Granite (Summit to Broadway)	14,200	2.7
Eastern, Benton, and Cass	Eastern (Benton to Clinton); Benton (Eastern to Henderson); Cass and Clinton (Scott to Eastern)	6,800	1.3
Gardner and 4th Area	Gardner (4th to Doris); Grover (4th to 5th); Macomber (5th to Bowen); Sherman (4th to Linden, 819 Sherman to Elm); 5th (east of RR to Richards); Bowen (Gardner to Sherman); Linden (Gardner to Sherman); Elm St (Gardner to Sherman)	10,200	1.9
Hartman	State (508 State to Jackson); Franklin (north of Irving to Jackson); Eastern (State to Jackson); Herkimer (Elmwood to Benton); Elmwood (Herkimer to Collins); Columbia and Liberty (Herkimer to Collins); Irving (Franklin to Collins); Ohio (State to Herkimer); Clay (Franklin to Collins)	11,700	2.2
Heggie Park Phase 3	Royce (Williamson to Francis); Hacker (Woodruff to Williamson); Wabash (north end to Williamson); Charlesworth (CN tracks to Williamson, Francis to Cleveland); Bruce (Harrison to 705 Bruce); Williamson (Collins to Charlesworth); Francis, Meeker, Chase (Henderson to dead end); Cleveland (Henderson to Charlesworth)	11,300	2.1
Midland	Midland (Jefferson to West Park Front); new service to Driksen Jr High off 10"	5,300	1.0
Oneida Heights	Catherine (Oneida to Jefferson); Reed (Oneida to 6 Reed); William and Prairie (Campbell to Jefferson); Oneida (Midland to Prairie); Richmond (Midland to Catherine, Reed to dead end, William to Prairie); John (Midland to Catherine, Reed to Prairie)	14,300	2.7
St Pat's Phase 2	Willow (Morgan to south end); Hunter (Morgan to south end); Illinois (Morgan to Jasper); Comstock (Morgan to McDonough); Market (McDonough to Jasper); Hyde Park (Morgan to dead end, dead end to McDonough); Cherry (McDonough to 509 Cherry); Pleasant (Morgan to Center, Center to Munroe); McDonough (Willow to west of railroad); Munroe (Illinois to Pleasant); Jasper (dead end to west of railroad). Alley south of McDonough to 404 Hunter	12,500	2.4
Total		107,400	20.3

A qualifications-based selection is required to insure reimbursement for engineering fees from potential loan funding. In Fall 2021 the City published a Request for Qualifications for water system rehabilitation for the 2023 - 2030 water main replacement program. Ten (10) qualifications were received, four (4) firms were interviewed, and the selection committee consisting of staff from both the public utilities and public works departments identified Baxter & Woodman Inc. as the most qualified firm to complete design engineering services for the program. Baxter & Woodman Inc. successfully completed the design for the City's 2017 - 2026 water main replacement projects. Baxter & Woodman Inc. was requested to provide a proposal for design engineering of the 2027

projects. Due to the economy of scale that this large quantity of design work provides for, our negotiations with Baxter & Woodman Inc. included lowering the standard billing rates to a 3.0 multiplier for design work, which will save the City over 10% compared to standard billing rates.

The Public Service Committee will review this matter.

CONCLUSION:

Baxter & Woodman Inc. has provided a proposal to complete preliminary design engineering for the 2027 Water System Rehabilitation Program. The Professional Services Agreement for the project, for an amount not to exceed \$898,700.00, represents the cost of surveying, survey breakdown, preparing CAD base sheets, utility coordination, and preliminary design for 11 projects. This fee is approximately 1.4% of the construction costs which is within industry standards for a project of this magnitude. As this preliminary design phase of the project is completed, and the scope of the detailed design is determined, a proposal to complete detailed design and bidding services will be provided as an amendment to this contract.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases whose estimated cost is in excess of twenty-five thousand dollars (\$25,000.00) may be awarded without written specifications or bidding under certain circumstances. Two (2) of these circumstances apply:

- (f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;
- (g) Purchases of professional services.

Funds will be charged to the Water Main Replacement Fund / Professional Services (Org 53880000, Object 557200, \$898,700.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Professional Services Agreement for Preliminary Engineering for the 2027 Water System Rehabilitation Program, in the amount of \$898,700.00, on behalf of Baxter & Woodman Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, MADE AS OF THIS ____ day of _____, 2025, by and between the City of Joliet, Illinois, an Illinois Municipal Corporation, (hereinafter called the "City") and Baxter & Woodman, Inc., (hereinafter called the "Consultant"), collectively referred to as the "Parties" herein, is an AGREEMENT for professional services.

NOW, THEREFORE, the City and the Consultant in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 – SERVICES OF THE CONSULTANT

- 1.1 The Project scope of work is defined in the attached Letter Proposal dated November 26, 2025.
- 1.2 The City and the Consultant, by mutual agreement, shall determine the final schedule.
- 1.3 The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by Consultants in their line of work. The Consultant will use their professional judgment in the course of the work. Design criteria, guidelines and other standards shall be supplemented by the professional judgment of the Consultant. Deviations from design criteria, guidelines and other standards shall be called to the attention of the City's representative.

SECTION 2 – THE CITY'S RESPONSIBILITIES

The City will:

- 2.1 Provide full information as to the requirements for the Project in a timely manner in which the Consultant may reasonably rely on with regard to its completeness and accuracy.
- 2.2 Designate in writing a person to act as the City's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Consultant to enter upon the City's facilities as required for the Consultant to perform their work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Consultant and shall render decisions pertaining thereto within seven (7) calendar days from receipt so as not to delay the work of the Consultant.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – PAYMENTS TO THE CONSULTANT

3.1 The City will pay the Consultant for the professional services performed under SECTION 1, in an amount not to exceed \$898,700.

3.2 Invoices for payment shall be submitted by Consultant to the City, together with reasonable supporting documentation. The City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment to Consultant shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

3.3 Payment to the Consultant for expenses associated with direct costs or reimbursable expenses, as dictated by the Agreement and/or Scope of Services, shall be made upon presentation of receipts for costs or expenses.

SECTION 4 – TIME OF COMPLETION

4.1 The Consultant shall complete the project within 210 days of the date of execution of this Agreement, subject to time extensions to such schedule arising from delays beyond Consultant's control. To the extent Consultant is impacted by such delays, Consultant shall be entitled to an adjustment to its schedule for performance.

4.2 Time is of the essence for this Agreement.

4.3 The Consultant shall commence work within ten (10) calendar days of the date of execution of this Agreement or such other time mutually agreed to by the Parties in writing.

4.4 The Consultant may request an extension to compete the scope of work, and the City may grant such extension in a subsequent contract amendment.

SECTION 5 – RIGHTS TO DELIVERABLES

5.1 Deliverables, as defined in the Scope of Work, shall become the City's permanent property upon payment by the City to the Consultant.

5.2 Consultant shall not use photographs of the Deliverables for project competition, awards of any nature, project testimonials, presentations, advertising, proposals, professional papers, public display, or any other use without obtaining prior written approval from the City's representative. Any photographs taken of City property in the execution of the Consultant's work may not be re-used by the Consultant for project competition, awards of any nature, project testimonials, advertising, proposals, presentations, professional papers, public display, or any other use without obtaining prior written approval from the City's representative.

SECTION 6 – REMOVAL AND REPLACEMENT OF PERSONNEL

6.1 Consultant (for the duration of the term of the Agreement) will not, without obtaining the City's prior written consent not to be unreasonably withheld, replace, or alter the assignment of its

lead personnel, to the extent their respective availability is reasonably within the Consultant's control.

6.2 Consultant shall promptly remove any person assigned to perform the Services in the event of notification by the City that he/she is no longer acceptable, irrespective of any prior City consent. Replacement of lead personnel, prior to assignment, will be subject to the City's approval, which shall not be unreasonably withheld.

6.3 A violation by Consultant of paragraph 6.1 and/or 6.2 may be considered a substantial and material breach of Agreement, for which termination and damages otherwise provided by Law or the Agreement may be claimed.

6.4 The City's right to request the removal of Consultant's personnel from the Services as set forth in paragraph 6.2 does not expressly or implicitly create an employer-employee relationship between the City and personnel assigned by Consultant. Such a relationship is expressly denied herein by Consultant and the City.

SECTION 7 – INSURANCE

The Consultant shall maintain for the duration of the Agreement, insurance purchased from a company, or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A-minus as rated by A.M. Best Ratings. Such insurance will protect the Consultant from claims set forth below which may arise out of or result from the Consultant's operations under the agreement and for which the Consultant may be legally liable, whether such operations be by the Consultant or by a Subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker's Compensation Insurance covering all liability of the Consultant arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers Liability covering all liability of Consultant as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$1,000,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Consultant's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the successful proposers employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the

Consultant, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement;

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
-----------------------	-------------

Professional Liability Insurance shall be maintained to respond to claims for damages due to the Consultant's negligent errors and omissions.

Aggregate Limit	\$ 10,000,000
Per Claim Limit	\$5,000,000

Consultant agrees that with respect to the above required insurance:

1. The CGL policy shall be endorsed for the general aggregate to apply on an annual basis.
2. To provide separate endorsements: to name the City of Joliet and its officers and employees as additional insured as their interest may appear, and to provide 30 days' notice, in writing, of cancellation or material change.
3. The Consultant's insurance shall be primary in the event of a claim.
4. The City of Joliet shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of an agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
5. A Certificate of Insurance that states the City of Joliet and its officers and employees have been endorsed as an "additional insured" by the Consultant's general liability and automobile liability insurance carrier. Specifically, this Certificate must include the following language: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number 7017821337 on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Consultant fails to obtain or maintain any insurance coverage required under this Agreement, the City of Joliet may purchase such insurance coverage and charge the expense thereof to the Consultant. Such insurance shall be maintained in full force and effect

during the life of the Agreement and shall protect the Consultant, its employees, agents and representatives from claims for damages, for personal injury and death and for damage to property arising in any manner from the negligent or wrongful acts or failures to act by the Consultant, its employees, agents and representatives in the performance of the work covered by the Agreement. The Consultant shall also indemnify and save harmless the City from any claims against, or liabilities incurred by the Consultant of any type or nature to any person, firm or corporation arising from the Consultant's wrongful or negligent performance of the work covered by the Agreement.

SECTION 8 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the City nor the Consultant shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of any public body or the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 9 – NON-DISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement by the City.

SECTION 10 – MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Parties. The Consultant agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein or in a duly executed amendment hereof, or authorized or approved Change Order as herein provided.

SECTION 11 – APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

11.2 Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

SECTION 12 – TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONSULTANT

If the Work is stopped for a period of thirty days under an order of any court or other public authority having jurisdiction, through no fault of the Consultant, or if the City has not made timely Payment thereon as set forth in this Agreement, then the Consultant may upon twenty-one (21) days written notice (from postmark) to the City, terminate the Agreement.

12.2 TERMINATION BY THE CITY

In the event of any breach of this Agreement by the Consultant, the City may, at its option, serve the Consultant with a written seven (7) day notice (from postmark) with the Consultant's option to cure the breach, or the City may engage the services of another Consultant to complete the work and deduct the cost of such completion from any amount due the Consultant hereunder, or the City may either pause or terminate the contract.

SECTION 13 – WIFIA PROVISIONS

Consultant shall comply with the applicable sections of the WIFIA Contract requirements presented in Attachment E WIFIA Contract Language. It is the responsibility of the Consultant to determine if these requirements apply to part or all of this Agreement.

SECTION 14 – IEPA LOAN PROVISIONS

The following, as required by 35 Ill. Adm. Code 365.630 – "Contracts for Personal and Professional Services" is incorporated into this Agreement:

14.1 Audit and Access to Records

- i. Consultant shall maintain books, records, documents and other evidence directly pertinent to performance of Water Pollution Control Loan Program ("WPCLP") loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Illinois Environmental Protection Agency (the "Agency") or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for such access and inspection.
- ii. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- iii. All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency will afford Consultant an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- iv. Records under the above paragraphs shall be maintained and made available during performance on Agency loan work under this Agreement and until three (3) years from the date of final Agency loan closing. In addition, those records that relate to any dispute pursuant to 35 Ill. Adm. Code 365.650 (Disputes), litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for three (3) years after the resolution of the appeal, litigation, claim or exception.

14.2 Covenant Against Contingent Fees

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bonafide employees. For breach or violation of this warranty, the Loan Recipient (i.e., City of Joliet) shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

14.3 Executive Order 12549

Consultant shall sign and execute a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 as furnished by the Agency.

14.4 Disadvantaged Business Enterprise Utilization

In accordance with 35 Ill. Adm. Code 365.630(b), Consultant shall provide the City and the Agency with a statement regarding the use of Disadvantaged Business Enterprises during the construction service phase.

Consultant agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA. Consultant acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.

14.5 Non-discrimination Clause

Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under USEPA financial assistance agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement which may result in the termination of this contract or other legally available remedies.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____

Baxter & Woodman, Inc.

By: _____

Name: **Daniel G. Bounds, PE**

Title: **Associate Vice President**

Date: **November 26, 2025**

November 26, 2025

Mr. Tony Anczer
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432-1148

Subject: 2027 Water Main Improvements Preliminary Engineering

Dear Mr. Anczer:

Baxter & Woodman, Inc. is pleased to provide the City of Joliet with this proposal for engineering services for the 2027 Water Main Improvements Preliminary Engineering project. The scope of the Preliminary Engineering project includes topographic survey, water main locates, development of base sheets, and utility coordination for the installation of approximately 20.3 miles of water main and abandonment of an additional 0.9 miles of water main across 11 project locations.

The locations of the water main projects are summarized below.

Project Location	Diameter (in)	Length of Water Main Replacement/Extension (ft)
Akin Park & Bissel	6-8	7,500
Bluff and Van Buren*	12-24	2,900
Cathedral Area Phase 2	8-16	8,900
Cunningham Phase 2	8-12	14,200
Eastern, Benton, and Clinton	12-24	8,600
Gardner and 4th Area	6-8	10,200
Hartman	8-16	11,700
Heggie Park Phase 3	6-16	11,300
Midland	8-24	5,300
Oneida Heights	6-16	14,300
St Pat's Phase 2	6-8	12,500
Total		107,400

*Topographic survey and preliminary drawings completed under separate contract

Scope of Services

1. PROJECT COORDINATION
 - 1.1. PROJECT MANAGEMENT
 - A. Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope.

B. Coordinate with the Owner to ensure the goals of the project are achieved.

1.2. PROJECT MEETINGS

Conduct design review meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will consist of a Kickoff Meeting, one preliminary “red” line meeting, where the initial layout of the water mains are approved prior to design drawing preparation, one meeting at approximately 60% completion, and one meeting at 90% completion. It is anticipated that the Kickoff Meeting, preliminary review meeting, and final review meetings will be virtual and the 60% review meeting will be in-person.

2. PRELIMINARY ENGINEERING

2.1. TOPOGRAPHIC SURVEY

A. Perform a topographic survey of the project limits of natural and man-made features along the water main routes to develop base sheets for Drawings.

1. *Topographic survey was completed for the Bluff and Van Buren project under a separate contract.*

B. Locate the existing water main and water services.

2.2. PRELIMINARY DRAWINGS – Prepare existing conditions drawings and preliminary plan sheets of natural and manmade features from topographic survey data and utility information, including creating lists of items for clarification at future site visits for each of the 11 project locations. Indicate location of utilities from best available records.

A. *Preliminary drawings were completed for the Bluff and Van Buren project under a separate contract. This scope of work includes coordinating with the AWSP team and Delve for adjacent projects.*

2.3. UTILITY COORDINATION

A. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

B. Record and maintain documentation of communications with utilities.

2.4. EXISTING CONDITIONS ASSESSMENT –

A. Obtain, review, and evaluate information provided by the Owner for use in design. Review the Owner’s Index of historical plans and as-builts for information relevant to each project.

B. Complete a preliminary review of the Owner’s GIS and provide the Owner with a list of addresses requiring office/field investigations for water services and sanitary sewers. The list of addresses requiring office/field investigations is expected to change during Final Design.

Schedule

The above-described services will begin upon receipt of contract authorization from the City. Our proposed schedule is as follows:

Complete Survey and Preliminary Design

May 31, 2026

Fee

The Engineer's fee for the stated scope of services is based upon the basis of actual labor cost times a multiplier of 3.0 to cover overhead, fringe benefits, salary burden costs, and profit, plus reimbursement of direct expenses including on-the-job travel and subconsultant fees, the total of which will not exceed **\$898,700**. The Engineer may adjust the hourly billing rates and out-of-pocket expenses on or about January 1 of each subsequent year and Agreement will be amended accordingly prior to the continuation of services.

This proposal is valid for 90 days from the date issued.

Acceptance

If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Lauren Salem at 815-444-3306 or lsalem@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Daniel G. Bounds, PE
Associate Vice President

City of Joliet

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P:\JOLTC\2501425-2027 Water Main Improvements Prel\Contract\Work\2501425.00 Proposal 2027 Preliminary Engineering.docx



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 654-25

File ID: 654-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Approval of Professional Services Agreement for Preliminary Engineering for the 2027 Water System Rehabilitation Program to Baxter & Woodman Inc. in the Amount of \$898,700.00

Agenda Date: 12/16/2025

Attachments: BW redacted PSA 2027 WMRP PD

Entered by: aanczer@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/11/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/11/2025	Allison Swisher	Approve	12/15/2025
1	3	12/11/2025	Kevin Sing	Approve	12/15/2025
1	4	12/11/2025	Todd Lenzie	Approve	12/15/2025
1	5	12/12/2025	Beth Beatty	Approve	12/15/2025



Memo

File #: 655-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Amendment No. 3 for the IDOT - I-80 Reconstruction Coordination and Joliet Water and Sewer Relocation Feasibility Study Professional Services Agreement to V3 Companies in the Amount of \$50,000.00

BACKGROUND:

The Illinois Department of Transportation (IDOT) is currently in detailed design to reconstruct I-80 from Chicago Street to just west of Center Street, including replacement of the I-80 bridge over the Des Plaines River. IDOT's project creates many utility conflicts with the City's water, sanitary sewer, and storm sewer systems. A consultant was needed to complete the tasks of preliminary coordination with IDOT and to complete a detailed utility conflict review. In July of 2023 the Public Utilities Department published a Request for Qualifications (RFQ) for Professional Municipal Services, of which Utility Design Engineering was one of the categories of the RFQ. Twenty-three (23) consultants submitted qualifications for consideration for the Utility Design Engineering category, and upon review of the qualifications, V3 Companies was determined to be the best fit for this project.

On January 18, 2024, a purchase order was issued to V3 for plan review of IDOT's preliminary drawings to establish the scope of needed water and sanitary sewer relocations and to assist the City with coordination of the utility relocation work with IDOT. Subsequently, Amendments No. 1 and 2 were approved for a net increase of \$371,933.00 for completion of detailed design of the water and sewer relocations for the first group of IDOT contracts, stormwater analysis and storm sewer conflict evaluation, and continued assistance with IDOT coordination. Attached is an exhibit showing the IDOT contracts for the I-80 Bridge Relocation Project.

The Public Service Committee will review this matter.

CONCLUSION:

Amendment No. 3, in the amount of \$50,000.00, provides funding to complete the design of water and sewer relocations between the DesPlaines River and the Chicago Street Interchange (IDOT contracts 62R23 and 62F94). The City of Joliet and the Illinois Department of Transportation have entered into an Intergovernmental Agreement for each of these IDOT contracts that include a provision that all City expenses will be reimbursed by IDOT.

Sufficient funds exist utilizing the Water and Sewer Improvement Fund / Engineering Administration / Professional Services (Org 50180013, Object 557200, \$50,000.00, Project 16023).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve Amendment No. 3 for the IDOT - I-80 Reconstruction Coordination and Joliet Water and Sewer Relocation Feasibility Study Professional Services Agreement, in the amount of \$50,000.00, on behalf of V3 Companies.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 655-25

File ID: 655-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Approval of Amendment No. 3 for the IDOT - I-80 Reconstruction
Coordination and Joliet Water and Sewer Relocation Feasibility Study
Professional Services Agreement to V3 Companies in the Amount of
\$50,000.00

Agenda Date: 12/16/2025

Entered by: odean@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/11/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/11/2025	Allison Swisher	Approve	12/15/2025
1	3	12/11/2025	Kevin Sing	Approve	12/15/2025
1	4	12/11/2025	Todd Lenzie	Approve	12/15/2025
1	5	12/12/2025	Beth Beatty	Approve	12/15/2025



Memo

File #: 656-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Approval of Change Order No. 1 for the Virginia Phase 1 Water Main Improvements Project to P.T. Ferro Construction Co in the Amount of \$211,531.40 and Pay Estimate No. 6 and Final in the Amount of \$636,005.01

BACKGROUND:

On January 21, 2025, the Mayor and City Council awarded a Contract for the Virginia Phase 1 Water Main Improvements Project, in the amount of \$1,961,434.65, on behalf of P.T. Ferro Construction Co, based on the Unit Prices provided in their bid.

The Public Service Committee will review this matter.

CONCLUSION:

This project has been completed, inspected, and accepted by the Department of Public Utilities. Change Order No. 1 is a final balancing change order with a net increase in the amount of \$211,531.40 for the following work:

- Balancing of final quantities
- Deduction of Part B - Lead Service Line Improvements due to no lead service lines encountered
- Additional Connect to Water Main (Non-Pressure), 8-Inch
- Additional Gate Valve, 6-Inch
- Additional Gate Valve, 8-Inch
- Additional Water Service Connection to Water Main and Curb Stop, 1-Inch
- Additional Water Service Line Type K - Open Cut, 1-Inch
- Additional Water Service Connection on Private Property - Basement or Crawl Space
- Additional Exploratory Excavation
- Additional Restoration of Lawns and Parkways
- Additional HMA Removal and Replacement, 5-Inch Binder 2-Inch Surface
- Additional Pavement Marking - Line, 24-Inch (Thermoplastic)
- Additional Pavement Marking - Line, 6-Inch (Thermoplastic)
- Additional Rock Excavation
- Additional Install Valve Box
- Additional Tree Removal
- Additional Traffic Control & Protection

- Repair Services at 805 & 807 Benton
- Repair Main & Service on Benton
- Remove & Replace 6" PVC for Storm Sewer
- Excavate to Locate 6" Water Main at Benton & Maple
- Connection at Benton & Maple
- Connection at 219 Wenberg
- Connections on Wenberg
- Connection to Watermain on the west side of Whiteford Warehouse
- Water main tie on at 219 & 225 Maple
- Concrete restoration at 225 Maple

In addition, the change order includes a time extension to contract milestones due to unknown field conditions and conflicts encountered on the project.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$192,031.16) and to the Water & Sewer Improvement Fund / Sewer Collection / Construction (Org 50180020, Object 557200, Project Code 25009, \$19,500.24).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council take the following actions:

1. Approve Change Order No.1, for an increased amount of \$211,531.40, to the contract for the Virginia Phase 1 Water Main Improvements Project.
2. Approve Pay Estimate No. 6 and Final, in the amount of \$636,005.01, on behalf of P.T. Ferro Construction Company.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 656-25

File ID: 656-25

Type: Consent Agenda

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Approval of Change Order No. 1 for the Virginia Phase 1 Water Main Improvements Project to P.T. Ferro Construction Co in the Amount of \$211,531.40 and Pay Estimate No. 6 and Final in the Amount of \$636,005.01

Agenda Date: 12/16/2025

Entered by: wbaltz@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/10/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/11/2025	Allison Swisher	Approve	12/12/2025
1	3	12/11/2025	Kevin Sing	Approve	12/15/2025
1	4	12/11/2025	Todd Lenzie	Approve	12/15/2025
1	5	12/12/2025	Beth Beatty	Approve	12/15/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 663-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting a License Agreement from Canadian National Railway Company for the Washington Street Water Main Improvement Project

BACKGROUND:

The Washington Street Water Main Improvement Project is part of the 2026 Water Main Replacement Program. To construct this project a license agreement with Canadian National Railway Company is required for the railroad crossing located just west of Logan Avenue on Washington Street.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff have applied for and secured a license agreement with Wisconsin Central Ltd., and its parent corporation Canadian National Railway Company. The attached license agreement with Canadian National Railway Company will provide access for the Washington Street Water Main Improvement Project. A one-time license fee of \$4,800.00 is required to be paid to Canadian National Railway Company.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$4,800.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Resolution accepting a license agreement from Canadian National Railway Company for the Washington Street Water Main Improvement Project.

RESOLUTION NO.

**RESOLUTION ACCEPTING A LICENSE AGREEMENT FROM
CANADIAN NATIONAL RAILWAY COMPANY FOR THE
WASHINGTON STREET WATER MAIN IMPROVEMENT PROJECT**

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby approve the License Agreement from Canadian National Railway Company for the Washington Street Water Main Improvement Project.

SECTION 2: The City Manager is hereby authorized to execute the Agreement on behalf of the City of Joliet.

SECTION 3: Payment for the license agreement in the amount of \$4,800.00 is authorized.

SECTION 4: If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 6: This Resolution shall be in full force and effect upon its adoption and approval according to law.

PASSED this _____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 20th day of November 2025, between Wisconsin Central Ltd., party of the first part, hereinafter called the Railroad, and

File 8849-W

City of Joliet
150 West Jefferson Street
Joliet, IL 60432

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one-time fee of \$4,800.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and install a 12-inch steel water main within a 36-inch steel casing (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at Milepost .95 on the MATTESON subdivision in JOLIET, Illinois, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.
3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors,

their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

5. The pipeline shall be installed at least 8 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 6 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction,

physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.

11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from

railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure and maintain in place so long as this agreement is in effect, Commercial General Liability Insurance (Occurrence Form) in an amount not less than \$5,000,000 per occurrence, with an aggregate of not less than \$10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insureds in the following form:

Wisconsin Central Ltd., and its Parent Corporation,
Canadian National Railway Company
17641 South Ashland Avenue
Homewood, IL 60430

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.

- A. Statutory Workers' Compensation and Employer's Liability insurance.
- B. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- C. An Occurrence Form Railroad Protective Policy with limits of not less than \$5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with \$10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written

notice to the RAILROADS as cancellation of, or any material change in the policy.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.

19. This Agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

WISCONSIN CENTRAL LTD.

By:

Quentin Moore - Director, Real Estate

CITY OF JOLIET

By:

Name and Title



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 663-25

File ID: 663-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Resolution Accepting a License Agreement from Canadian National Railway Company for the Washington Street Water Main Improvement Project

Agenda Date: 12/16/2025

Attachments: Resolution, 8849-W License

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/12/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/12/2025	Allison Swisher	Approve	12/16/2025
1	3	12/12/2025	Kevin Sing	Approve	12/16/2025
1	4	12/12/2025	Todd Lenzie	Approve	12/16/2025
1	5	12/12/2025	Beth Beatty	Approve	12/16/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 664-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting a Grant of Temporary Easement from the Joliet Park District for the Washington Street Water Main Improvement Project

BACKGROUND:

The Washington Street Water Main Improvement Project is part of the 2026 Water Main Replacement Program. A temporary easement is required from the Joliet Park District on Washington Street just west of Hickory Creek to construct a portion of the project.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff has negotiated a temporary easement agreement with the Park District. The attached easement agreement with the Joliet Park District will provide access for the Washington Street Water Main Improvement Project. An appraisal was completed to determine the value of the easement. The appraised value of \$2,500 was accepted by the Park District.

<u>PIN</u>	<u>ADDRESS</u>	<u>EASEMENT TYPE</u>	<u>APPRAISED</u>
30-07-15-209-004-0000	vacant land on Washington St.	Temporary	\$2,500.00

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$2,500.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Resolution accepting a grant of temporary easement from the Joliet Park District for the Washington Street Water Main Improvement Project.

RESOLUTION NO.

**RESOLUTION ACCEPTING A GRANT OF TEMPORARY EASEMENT
FROM THE JOLIET PARK DISTRICT FOR THE
WASHINGTON STREET WATER MAIN IMPROVEMENT PROJECT**

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1: The attached grant of temporary easement to the City of Joliet from:

Owner:

Joliet Park District
is accepted.

PIN #:

30-07-15-209-004-0000

SECTION 2: Payment to the Owner in the amount of \$2,500.00 is authorized.

SECTION 3: If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 5: This Resolution shall be in full force and effect upon its adoption and approval according to law.

PASSED this _____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, ***JOLIET PARK DISTRICT***; with a lot on Washington Street (just west of Hickory Creek), Joliet, IL 60433, for good and valuable consideration the receipt of which is hereby acknowledged, does by these premises hereby ***GRANT and CONVEY*** unto the Grantee, the ***CITY OF JOLIET***, an Illinois Municipal Corporation, 150 West Jefferson Street, Joliet, Illinois 60432, a temporary construction easement on the real property legally described as follows (the **"Temporary Construction Easement"**):

TEMPORARY CONSTRUCTION EASEMENT:

LOT 1 IN BLOCK 2 IN AKIN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 77 AS DOCUMENT 85266, IN WILL COUNTY, ILLINOIS.

PIN: 30-07-15-209-004-0000

An exhibit depicting the Temporary Construction Easement is attached hereto as Exhibit "A" and incorporated herein by reference

Unless otherwise set forth herein, the easements granted herein shall be subject to the following conditions:

1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantors. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantors' property in connection with the project, and its maintenance and operation.

2. The rights granted herein shall include, but not be limited to, the removal or relocation of landscaping, fencing, brush, debris or similar material which conflicts with the construction across Hickory Creek to the east as part of this Temporary Construction Easement.

3. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Temporary Construction Easement to its original grade and condition.

4. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantors, and Grantors' heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

5. To the maximum extent permitted under applicable law, the Grantee agrees to defend with competent counsel and indemnify the Grantors from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable

attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by the Grantors (regardless of whether contingent, direct, consequential, liquidated or unliquidated), and any and all claims, demands, suits and causes of action brought or raised against the Grantors, arising out of, resulting from, relating to or connected with: (i) any act or omission of the Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns at, on or about the Grantors' Property, and/or (ii) any breach or violation of this Easement on the part of the Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Grantors shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workers compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

6. The Grantee acknowledges that it has physically inspected the Temporary Construction Easement and accepts the easement with full knowledge of their condition. Furthermore, the Grantee assumes sole and entire responsibility for any loss of life, injury to persons, or damage to property that may be caused by the Grantee's use of the Easement. The Grantee agrees to provide the Grantor a plat of survey showing the Grantors lots and the granted temporary construction easement.

7. Upon acceptance of this easement agreement, the Grantor will receive an agreed upon sum of \$2,500.00 from the Grantee.

IN WITNESS WHEREOF, the Grantor hereunto sets its hand and seal this _____ day of _____, 2025.

JOLIET PARK DISTRICT

BY: _____

ATTEST: _____

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the above County and State, do hereby certify that _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Notary Public

PREPARED BY/RETURN TO THE GRANTEE:

City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432

EASEMENT EXHIBIT

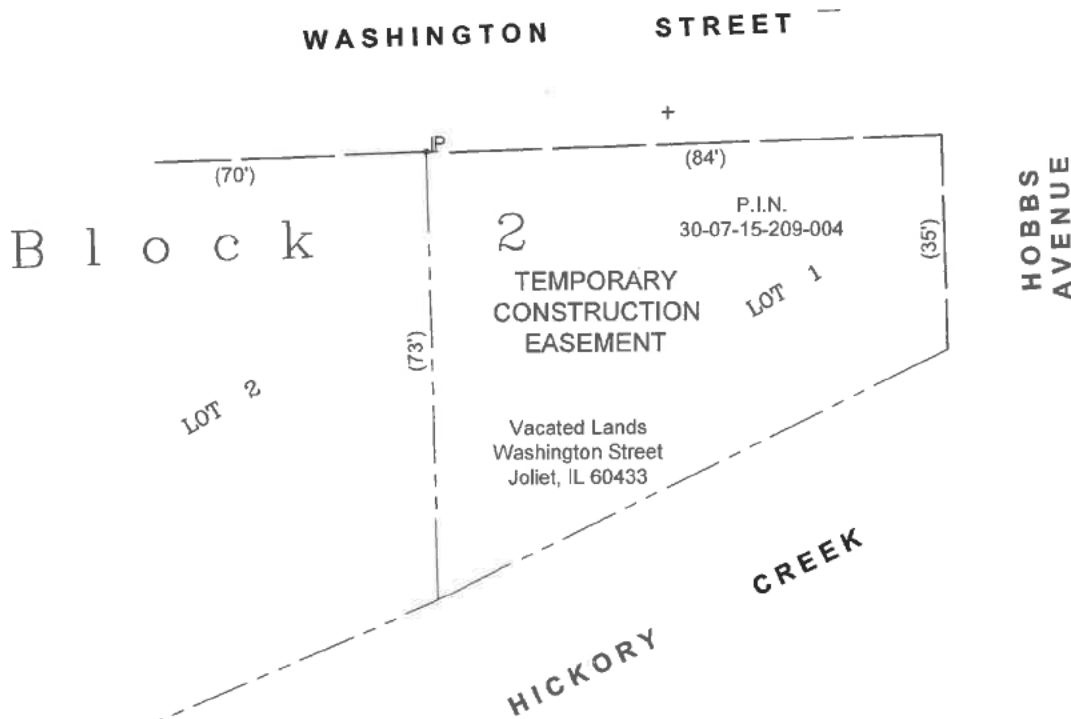
EASEMENT LEGAL DESCRIPTION

LOT 1 IN BLOCK 2 IN AKIN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 77 AS DOCUMENT 85266, IN WILL COUNTY, ILLINOIS.

0 30



Scale 1" = 30'



STATE OF ILLINOIS)
COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THAT THE SAID PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS.

DATE: June 16, 2025

BY: [Redacted]
ANTHONY BIANCHIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-003603



"LICENSE EXPIRES 11-30-2026"

BAXTER & WOODMAN
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012

PHONE: 815-459-1260 • FAX: 815-455-0450



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 664-25

File ID: 664-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Resolution Accepting a Grant of Temporary Easement from the Joliet Park District for the Washington Street Water Main Improvement Project

Agenda Date: 12/16/2025

Attachments: Resolution, Joliet Park District Temp Easement - Washington Street

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/12/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/12/2025	Allison Swisher	Approve	12/16/2025
1	3	12/12/2025	Kevin Sing	Approve	12/16/2025
1	4	12/12/2025	Todd Lenzie	Approve	12/16/2025
1	5	12/12/2025	Beth Beatty	Approve	12/16/2025



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: 665-25

Agenda Date: 12/16/2025

TO: Mayor and City Council

FROM: Allison Swisher, Director of Public Utilities

SUBJECT:

Resolution Accepting a License Agreement from Metra for the Washington Street Water Main Improvement Project

BACKGROUND:

The Washington Street Water Main Improvement Project is part of the 2026 Water Main Replacement Program. To construct this project, a license agreement with the Commuter Rail Division of the Regional Transportation Authority d/b/a Metra is required for the rail crossing located just east of Henderson Avenue north of Washington Street.

The Public Service Committee will review this matter.

CONCLUSION:

City Staff have applied for and secured a license agreement with the Commuter Rail Division of the Regional Transportation Authority d/b/a Metra. The attached license agreement with Metra will provide access for the Washington Street Water Main Improvement Project just east of Henderson Avenue. A one-time contract preparation fee of \$2,500.00 is required to be paid to Metra.

Funds will be charged to the Water Main Replacement Fund (Org 53880000, Object 557200, \$2,500.00).

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the attached Resolution accepting a license agreement from Metra for the Washington Street Water Main Improvement Project.

RESOLUTION NO.

**RESOLUTION ACCEPTING A LICENSE AGREEMENT FROM METRA FOR THE
WASHINGTON STREET WATER MAIN IMPROVEMENT PROJECT**

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby approve the License Agreement from Commuter Rail Division of the Regional Transportation Authority d/b/a Metra for the Washington Street Water Main Improvement Project.

SECTION 2: The City Manager is hereby authorized to execute the Agreement on behalf of the City of Joliet.

SECTION 3: Payment for the license agreement in the amount of \$2,500.00 is authorized.

SECTION 4: If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5: All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

SECTION 6: This Resolution shall be in full force and effect upon its adoption and approval according to law.

PASSED this _____ day of _____, 2025

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

PIPELINE LICENSE

Prepared by:
Commuter Rail Division of the Regional
Transportation Authority d/b/a Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract
Management
Phone: (312) 542-8189

After recording return to:
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attn: Anthony Anczer
Phone: (815) 724-4226

PIN(s): (portion of) 30-07-10-507-016-
0000
(Will County)

(Above Space for Recorder's Use Only)

PIPELINE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), Metra Agreement No. _____, is entered into by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 ("**Metra**"), and City of Joliet, a(n) Illinois municipal corporation with offices located at 150 West Jefferson Street, Joliet, Illinois 60432, ("**Licensee**").

NOW, THEREFORE, for and in consideration of payments to be made to Metra by Licensee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Licensee a non-exclusive license ("**License**"), being five (5) feet in width to use Metra's property for the purpose of installing a sixteen (16)-inch ductile iron water main to transport water ("**Pipeline**"), and for no other purpose, along, across and underneath the right of way and tracks (or track, as the case may be) owned and/or controlled by Metra located approximately 100 feet east of Henderson Avenue, (MP 39.40) in Joliet, Illinois, on Metra's Rock Island Line (GPS coordinates 41.525047, -88.064152), as delineated on **Exhibit "A"** ("**License Premises**") attached to and made a part of this Agreement, together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Agreement. Licensee to maintain, operate and renew the same during the continuance of this License.

THIS LICENSE is granted upon the following express conditions, terms, and covenants to be observed, kept and performed by Licensee:

1. As one of the considerations for this License, Licensee agrees to pay to Metra the sum of \$2,500 for the cost of preparing this License, payable in advance.

2. (a) Said Pipeline shall be constructed in accordance with the specifications and notes set forth on Exhibit A. The installation of said Pipeline, including but not limited to the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements, or renewals upon the License Premises, shall be as directed by Metra's authorized representatives.

(b) All of said work shall be done at Licensee's sole cost and expense, in a good and workmanlike manner, and in accordance with the plans, specifications, and profiles to be prepared by Licensee and submitted for approval to Metra's authorized representative(s), and until such approval is given, said work shall not be commenced by Licensee.

(c) Licensee agrees that it will bear and pay the entire cost of constructing, maintaining, repairing, replacing, and operating said Pipeline. Licensee shall install, construct, maintain, repair, replace, and operate the Pipeline in accordance with all applicable federal, state, and local municipal laws, ordinances, rules, and regulations promulgated by governmental authorities.

(d) Licensee shall not commence work upon the License Premises until Metra shall have approved Licensee's plans, specifications and profiles, such approval not to be unreasonably withheld or delayed. Metra's approval of Licensee's plans, specifications, and profiles shall not relieve Licensee of the duty to verify that the plans, specifications and profiles, and all amendments thereto, are in compliance with the requirements of this paragraph.

(e) Any assignment, sub-licensing, leasing, addition of more pipes, capacity, equipment, or any other expansion of the use of the License Premises beyond that indicated in the plans and specifications approved by Metra, is strictly prohibited without the prior written consent by Metra. Any such changes made without Metra's consent shall be void and will be considered a material breach of this Agreement allowing Metra, at its discretion, to terminate this Agreement and require Licensee to remove the Pipeline and any other facilities or equipment from the License Premises.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, replacement, repair or maintenance of the Pipeline subsequent to its construction, Licensee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the License Premises and any other affected portion of Metra's property ("**Property**") as nearly as may be possible, to the same or better condition than that which existed immediately prior to commencement of such activities by Licensee. In the event Licensee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the License Premises and the Property and Licensee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Licensee hereunder.

4. Metra shall permit Licensee reasonable right of entry to the License Premises for the purpose of routine maintenance and operation of said Pipeline. Licensee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the License Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Pipeline. An application for a Right of Entry Agreement can be found at Metra's website: <https://metra.com/advertising-and-partnering-with-metra>, or by contacting Metra's Right of Way Administrator at 312-542-8189. Licensee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the Pipeline or on the License Premises or Property beyond that which would be reasonably considered routine maintenance and/or operation of the Pipeline. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks.

5. Any rights to the License Premises not specifically granted to Licensee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the License Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the License Premises by Metra, its employees, agents or permittees for the purpose(s) to which the License Premises is now, or may hereafter be, committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the License Premises and also shall have the right at any and all times in the future to construct, maintain and operate over, under, across or parallel to said Pipeline such additional track or tracks as it may from time to time elect. Nothing shall be done or caused to be done by Licensee that will in any manner impair the usefulness or safety of the tracks and other improvements of Metra, or such track or tracks and other improvements as Metra may in the future construct or cause to be constructed over, under, across, or parallel to said Pipeline. This License is expressly subject to the rights of third parties to maintain utility and other improvements permitted by Metra on the License Premises and the Property. Metra reserves the exclusive right to grant future licenses over, under, across or parallel to said Pipeline, provided such licenses do not interfere with the Pipeline and the rights granted Licensee pursuant to this Agreement, as determined by Metra in its sole discretion.

6. Licensee shall not place, keep, store, or otherwise permit any equipment or materials to be placed, kept or stored on the License Premises or the Property except during such time as Licensee's employees, agents or contractors are physically present and conducting activities permitted under the terms of this License. Licensee agrees that it shall not operate or cause to be operated any vehicle of any kind on the License Premises, on any track or on the Property without prior authorization from Metra's authorized representative; provided, however, that Licensee shall not be prohibited from operating Licensee's vehicles and equipment on any public crossing of Metra's tracks and rights of way. If deemed necessary by Metra, Railroad flagging will be provided by Metra, the cost of such services to be paid by Licensee. An \$850.00 minimum daily deposit is required for flagging costs. Metra's flagging fees are based on actual expenses incurred for the project. The daily deposit is based on one (1) flagger during the hours of 7am to 3pm. Additional costs may be incurred for: additional flaggers, travel hours, overtime

or holiday work, equipment and/or materials. Expenses charged against the project will be deducted from the initial deposit. Any costs exceeding the deposit will be billed accordingly.

7. Licensee agrees that it will, immediately upon receipt of a statement showing the amount thereof, pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, renewal, or presence thereon of said Pipeline.

8. Licensee agrees that before and during the installation, construction, replacement, repair, maintenance, or operation of said Pipeline, or at any other time, Metra shall have the right to provide such safe and temporary structures as it may deem necessary for safely caring for and preserving its tracks, buildings or other improvements and Licensee agrees to pay to Metra the entire cost of putting in or removing such temporary structures and of restoring the License Premises and the Property as near as may be possible to the same condition that existed before the commencement of said work.

9. Licensee agrees that should the construction, maintenance, operation, repair, or presence of the Pipeline necessitate any change or alteration in the location or arrangement of any other pipelines, appurtenances or other improvements located on the License Premises or the Property, the cost of such change or alteration shall be paid by Licensee within thirty (30) days of presentation of a bill by Metra. Licensee further agrees that if, at any time, Metra shall desire to change the location or grade of its track or tracks or shall desire to use or allow third party railroads to use its right of way at said point of crossing or at any point along a parallel course with the Pipeline for any purpose whatsoever, including but not limited to track installations by Metra or third parties, Licensee, at its own cost and expense, shall alter, relocate or make all changes to the Pipeline required by Metra. If Licensee shall fail, neglect, or refuse to relocate or make such change(s) to the Pipeline for a period of ninety (90) days after the receipt of written notice from Metra, then Metra may make or cause to be made such relocation or change(s) at the expense of Licensee.

10. Licensee shall at all times install, construct, replace, repair, maintain and operate said Pipeline in a secure, safe and sanitary condition and in accordance with all applicable laws, ordinances, rules and regulations. Licensee shall take all reasonable safety precautions to adequately secure the License Premises, warn of risks and ensure the safety of the public during periods of construction, reconstruction, replacement, repair, maintenance, and operation of the Pipeline. If the manner of installing, constructing, repairing, maintaining, replacing, or operating said Pipeline shall at any time be in violation of any applicable law, rule, regulation or ordinance, then Licensee, at no cost or expense to Metra and upon receipt of appropriate notice from a governmental agency having enforcement jurisdiction over the License Premises, shall make such changes or repairs as shall be necessary. Failure or refusal of Licensee to make the required changes or repairs within the time prescribed by said agency shall terminate this License, provided that it shall not terminate as long as Licensee, in good faith and by pursuit of appropriate legal or equitable remedies, enjoins, defends against, appeals from or pursues other lawful measures to avoid the enforcement of said laws, rules, regulations or ordinances.

11. To the fullest extent permitted by law, Licensee hereby assumes and agrees to release, acquit and waive any rights against and forever discharge Metra, the Regional Transportation Authority (“RTA”) and the Northeast Illinois Regional Commuter Railroad Corporation (“NIRCRC”), their respective directors, administrators, officers, employees, agents, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, or on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with, the use of the License Premises or any other Metra property (“**Property**”) for the purposes set forth in this Agreement, or which may occur to or be incurred by Licensee, its employees, officers, agents and all other persons, firms and corporations acting on Licensee’s behalf or with Licensee’s authority while on the License Premises or Property or arising from the condition of the License Premises or the Property during the term of this Agreement, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Agreement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Agreement.

12. To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys’ fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements arising out of or in any way relating to or occurring in connection with, the use of the License Premises or the Property for the purposes set forth in this Agreement, or the condition of the License Premises or the Property, or which may occur to or be incurred by Licensee, its employees, officers, agents, and all other persons, firms and corporations acting on Licensee’s behalf or with Licensee’s authority while on the License Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify Licensee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Licensee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Licensee shall not enter into any compromise or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

13. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department and shall deliver to Metra's Risk Management Department, 547 W. Jackson Blvd., Chicago, IL 60661 certificates of insurance or such other documentation acceptable to Metra's Risk Management Department. At a minimum, Licensee shall obtain and keep in force the insurance coverages, kinds, and amounts, relating to the Premises as listed on **Exhibit "B" ("Insurance Requirements")** during all periods that Licensee or those persons authorized by or acting on behalf of Licensee are on the Premises to perform or cause to be performed any installation, construction, maintenance, or repair with respect to the Pipeline. (Metra may change said insurance requirements from time to time). The total cost of the premium for such insurance shall be at the expense of Licensee or its contractor(s) and/or sub-contractor(s).

14. Licensee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited, or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent via certified mail to: Metra, Attention: Director, Risk Management, 15th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661.

15. This License may be terminated by Metra effective immediately upon notice to Licensee if the License Premises, or any portion thereof, are needed for any Metra or railroad purposes as determined by Metra in its sole discretion or Licensee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or provisions set forth in this License. In case of termination, Licensee shall remove from the License Premises said Pipeline and shall restore said License Premises to the same or better condition than that which existed prior to the construction and installation of said Pipeline; or upon failure, neglect or refusal of Licensee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Licensee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Licensee and may make such disposition thereof as it may see fit. This License shall be perpetual unless terminated in accordance with the terms.

16. This License and all of the terms, conditions, rights, and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Licensee shall not assign its rights under this License without first having received the prior written consent of Metra.

17. All payments required to be made by Licensee to Metra under the terms, conditions, or provisions of this License shall be made within sixty (60) days of Licensee's receipt of any demand or invoice from Metra evidencing the amount due to Metra. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

18. All notices, demands and elections required or permitted to be given or made by either party upon the other under the terms of this License or any statute shall be in writing. Such

communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered.

- (a) Notices to Metra shall be sent to:
Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Real Estate & Contract Management, Director
Phone: (312) 542-8189
- (b) Notices to Licensee shall be sent to:
City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attn: Anthony Anczer
Phone: (815) 724-4226

19. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the parties. No waiver of any obligation or default of Licensee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This License constitutes the entire agreement between the parties with respect to the subject matter hereof.

LICENSEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE LICENSE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. LICENSEE FURTHER ACKNOWLEDGES THAT LICENSEE PURCHASES THE LICENSE SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE LICENSE PREMISES AND THE APPLICABLE LAWS OF THE STATE.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of this _____ day of _____, 20____.

**LICENSEE,
CITY OF JOLIET:**

**THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY D/B/A METRA:**

By: _____

By: _____

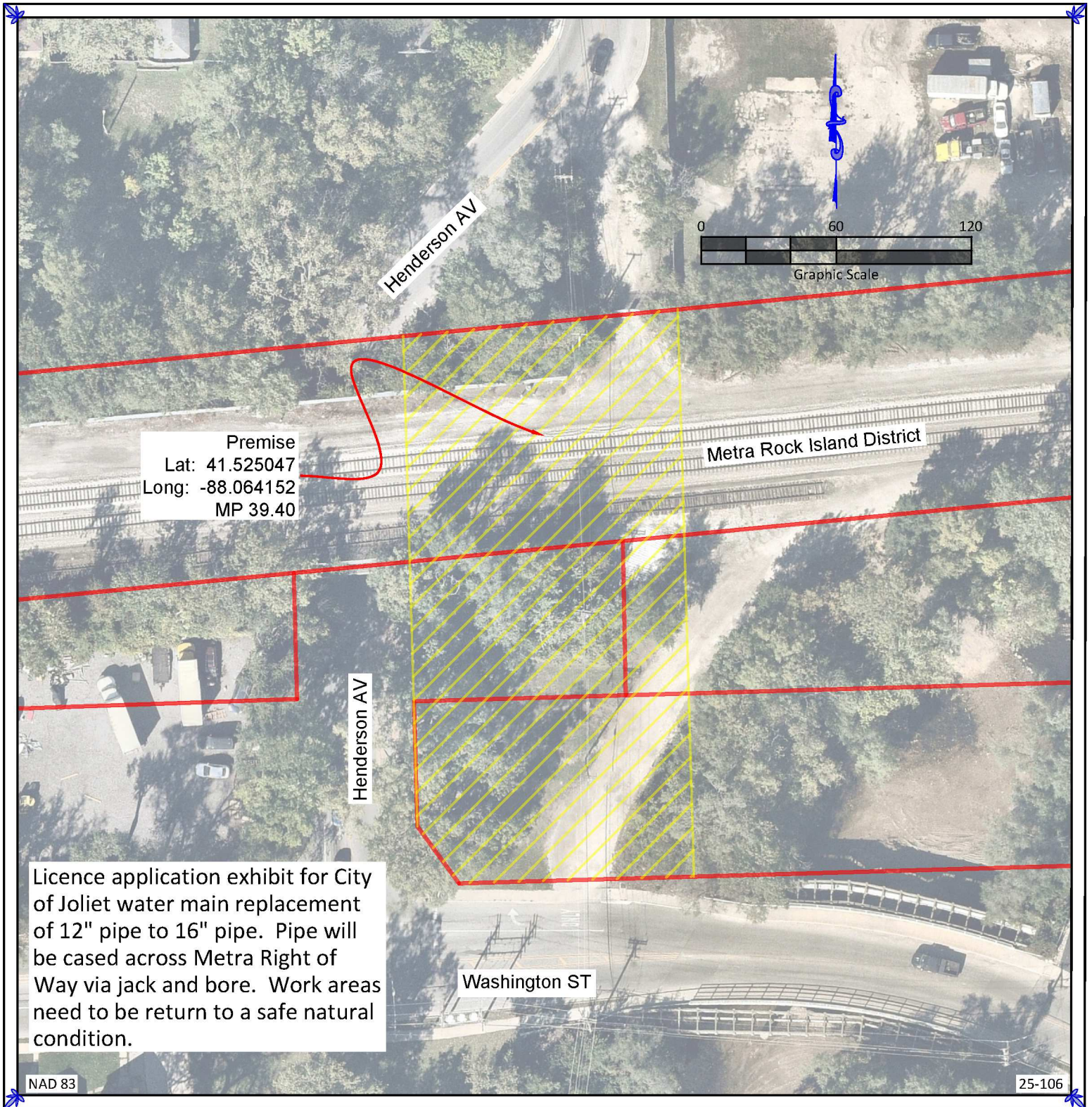
Name: _____

Name: James M. Derwinski by JAM

Title: _____

Title: CEO/Executive Director

Exhibit A



Metra Stipulations:

The contractor, when awarded, will require a right of entry.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661

Exhibit A
Continued

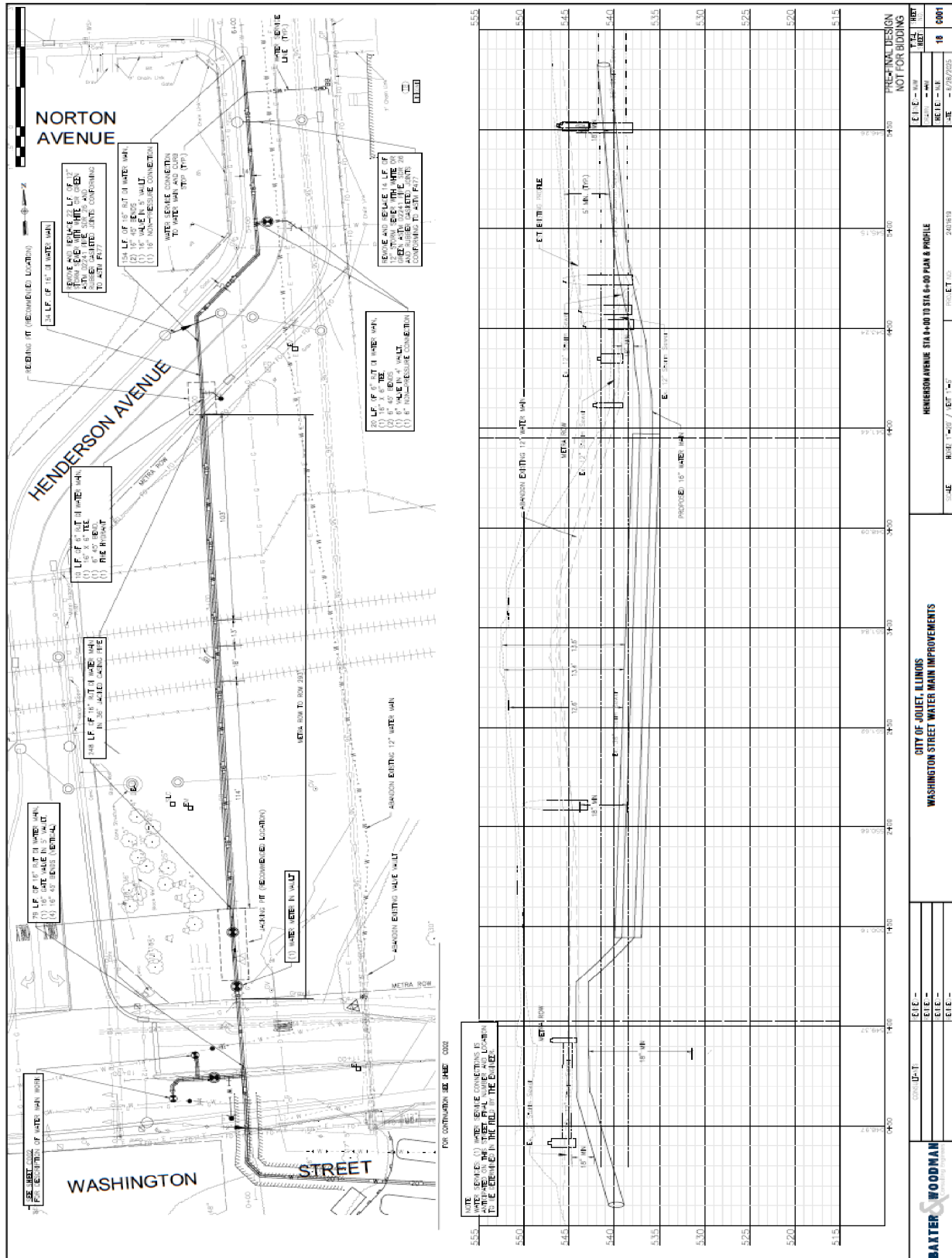


Exhibit B



Insurance Requirements

Requisition Number

Event

Services

License

Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements on the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and shall have an AM Best rating of A-VII or better.

Basic (\$1M/\$2M) with Umbrella \$5M + RRPL \$2M/\$6M		
Coverage	Requirement	Details
Auto Liability	Any Auto	
	Combined Single Limit	1,000,000
	Primary & Non-Contributory On Certificate	
	Attached Copy of Additional Insured Endorsement (with policy number)	
	AM Best Rating for Insurance Carrier	A- (Excellent)
	Financial Size Category Minimum for Insurance Carrier VII - \$50-100 Million	
	Waiver of Subrogation On Certificate	
General Liability	No Self-Insured Retention Allowed	
	Each Occurrence Limit GL	1,000,000
	General Aggregate Limit	2,000,000
	Products-Comp/Op Agg Limit	2,000,000
	General Liability - Occurrence Basis	
	Attached Copy of Primary & Non-Contributory Endorsement	
	Waiver of Subrogation On Certificate	
	Primary & Non-Contributory On Certificate	
	AM Best Rating for Insurance Carrier	A- (Excellent)
	Financial Size Category Minimum for Insurance Carrier VII - \$50-100 Million	
Other COI Requirements	No Self-Insured Retention Allowed	
	ISO Occurrence Form CG 00 01 12 04 or substitute	
	Contractual Liability Railroads ISO Form CG 24 17 10 01 or equivalent	Railroad Protective Liability will need to be purchased by the contractor, in the name of the additional insured, for the coverage limit of \$2mil per occurrence / \$6mil per aggregate or any and all construction or demo projects.
Other COI Requirements	Cert Holder Name and Address	Metra 547 W. Jackson Blvd, Chicago, IL 60661
	3rd Party 30 Days Notice of Cancellation	

Exhibit B



Insurance Requirements

Requisition Number

Event

Services

License

Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements on the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and shall have an AM Best rating of A-VII or better.

Basic (\$1M/\$2M) with Umbrella \$5M + RRPL \$2M/\$6M		
Coverage	Requirement	Details
	<p>ADDITIONAL INSURED entities: NAMED INSURED entities, is required on the Railroad Protective Liability Policy (RRPL)</p>	<p>The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, the Regional Transportation Authority, an Illinois municipal corporation and other railroads operating on Metra property.</p>
	Description of Operations Verbiage	<p>INCLUDE THE JOB/CONTRACT NUMBER AND BRIEF DESCRIPTION OF SERVICES.</p>
	COI Remarks	<p>must contain language GL coverage of construction and/or demolition being performed on or near railroad property and 50 foot railroad exclusion deleted from Definition of Insured</p>
Umbrella	Primary & Non-Contributory On Certificate	
	Each Occurrence Limit UMB	5,000,000
	Excess Aggregate Limit	5,000,000
	Attached Copy of Additional Insured Endorsement (with policy number)	
	AM Best Rating for Insurance Carrier	A- (Excellent)
	Financial Size Category Minimum for Insurance Carrier VII - \$50-100 Million	
	Waiver of Subrogation On Certificate	

Exhibit B



Insurance Requirements

Requisition Number

Event

Services

License

Effective concurrently with the commencement of the work, the contractor/vendor shall obtain and maintain throughout the life of the work, the insurance coverage as noted below. Coverage must meet the requirements on the following pages of this Exhibit. With the exception of Professional Liability, all coverage needs to be written on an occurrence form and shall have an AM Best rating of A-VII or better.

Basic (\$1M/\$2M) with Umbrella \$5M + RRPL \$2M/\$6M		
Coverage	Requirement	Details
	Follows form for General Liability, Auto Liability, and Workers Compensation/Employers Liability policies	
	No Self-Insured Retention Allowed	
Workers' Compensation & Employers Liability	Workers Compensation applies per statute	
	EL Disease – Policy Limit	1,000,000
	EL Each Accident Limit	1,000,000
	EL Each Employee Limit	1,000,000



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Approver Report

File Number: 665-25

File ID: 665-25

Type: Resolution

Status: Agenda Ready

In Control: City Council Meeting

File Created: 12/04/2025

Department: Public Utilities

Final Action:

Title: Resolution Accepting a License Agreement from Metra for the Washington Street Water Main Improvement Project

Agenda Date: 12/16/2025

Attachments: Resolution, 25-106 City of Joliet_License Agreement

Entered by: rliang@joliet.gov

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	12/12/2025	Gina Logalbo	Approve	12/8/2025
1	2	12/12/2025	Allison Swisher	Approve	12/16/2025
1	3	12/12/2025	Kevin Sing	Approve	12/16/2025
1	4	12/12/2025	Todd Lenzie	Approve	12/16/2025
1	5	12/12/2025	Beth Beatty	Approve	12/16/2025