

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE GRAND PRAIRIE WATER COMMISSION AND THE CITY OF JOLIET  
ESTABLISHING A JOINT IMPROVEMENT PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”), by and between the Grand Prairie Water Commission (“Commission” or “GPWC”) and the City of Joliet (“Member”). The Commission and the Member are collectively referred to in this Agreement as the “Parties”, and individually as a “Party”.

WHEREAS, the Commission is an Illinois regional water commission and a municipal corporation and a public body politic and corporate; and

WHEREAS, Member is a charter member of the Commission and an Illinois home rule municipal corporation; and

WHEREAS, the Board of Commissioners of the Commission has adopted an “Amended and Restated Policy for Coordination of Member Improvements with Commission Construction Contracts” (“Policy”) in order to enable the Commission and its members to jointly procure improvements where a member’s improvements are near the location of planned Commission improvements, thereby reducing overall construction costs and community disruption through including improvements for both Parties in the same contract for construction; and

WHEREAS, as part of its Alternative Water Supply Program (“AWSP”), the Commission has determined that it is necessary to design and construct project AWSP-06-02 to construct a 36-inch diameter water transmission main, a portion of which will be within or adjacent to the right-of-way of North 129<sup>th</sup> Infantry Drive and a portion of which will be within or adjacent to the right-of-way of McDonough Street located within the boundaries of the Member (“Commission Project”); and

WHEREAS, Member has determined that it is necessary to design and construct the following improvements along the route of the Commission Project, collectively referred to as the “Member Project” and each being referred to as a sub-part of the Member Project:

- Construction of a 20-inch diameter water main along North 129th Infantry Drive from John Leach Park to Richmond Street (a distance of approximately 1,300 feet);
- Construction of a 12-inch diameter water main along North 129th Infantry Drive from Richmond Street to Jefferson Street (a distance of approximately 900 feet);
- Construction of a 16-inch diameter water main along McDonough Street from Joyce Road to South Larkin Avenue (a distance of approximately 4,300 feet);
- Construction of a 20-inch diameter water main along McDonough Street from South Larkin Avenue to Stryker Avenue (a distance of approximately 1,300 feet); and

WHEREAS, the Parties have individually and collectively determined that the joint construction of the Commission Project and the Member Project in a single contract for construction by the Commission and the sharing of costs for their respective Projects pursuant to the Policy and the terms of this Agreement will be mutually beneficial to both the Member and the Commission and will have minimal impact on the schedule for completion of the design and construction of the Commission Project. The Commission Project and the Member Project are sometimes jointly referred to as the “Joint Project”; and

WHEREAS, the Parties are responsible to obtain funding sources for their respective Projects and have individually determined to seek available local, state and federal loans, grants and other funds that may be available to help defray their respective shares of the Joint Project costs that are allocated to each of them; and

WHEREAS, the Commission and the City of Joliet (“Joliet”) have entered into an Intergovernmental Agreement for Program Management dated July 2, 2024 (“PMA”), pursuant to which Joliet serves as the Program Manager for the AWSP on behalf of the Commission and is authorized to manage the design of improvements for the AWSP through its professional services agreement with the AWSP design team, as well as the process for bidding, evaluation and award of contracts for construction of the improvements in the AWSP; and

WHEREAS, the Parties desire to establish this Intergovernmental Agreement to facilitate joint action and intergovernmental cooperation for joint bidding and construction of their respective Projects in a single contract for construction by the Commission; and

WHEREAS, to achieve these and other related objectives, the Parties desire to exercise the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Illinois Municipal Code, 65 ILCS 5/1-1-5; the Regional Water Commissions Act, 65 ILCS 5/11-135.5; and their statutory and home rule powers; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of the public health, safety and welfare of its residents and businesses, water system customers and the general public that this Agreement be executed and implemented by the Parties; and

WHEREAS, the Parties have each approved this Agreement by an ordinance or resolution duly adopted by the Party’s corporate authorities and appropriated or budgeted the necessary funds to fund their respective cost shares of the Joint Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made in this Agreement and other good and valuable consideration, the

receipt and sufficiency of which are hereby mutually acknowledged, and pursuant to the powers and authority described in this Agreement, the Parties agree as follows:

**SECTION 1. RECITALS.**

The Parties find and determine that the foregoing recitals are found to be true, correct, and material to this Agreement and are, by this reference, incorporated into and made a part of this Agreement as if they were fully set forth in this Section.

**SECTION 2. PURPOSE; GENERAL COOPERATION.**

- A.** This Agreement is made for the purpose of establishing all of the authority, powers, and resources necessary and convenient to allow the Parties to jointly and efficiently complete the Joint Project.
- B.** The Parties recognize that the goals to be accomplished through this Agreement require their mutual cooperation and acknowledge and agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Agreement.
- C.** The Parties will each designate its duly authorized representative or designee (“Party Representative”) to operate and act with respect to Agreement affairs and actions.
- D.** Cooperation required by this Agreement specifically includes, but is not limited to, (i) the sharing by the Parties of information and other materials possessed or developed by the Parties and the AWSP design team, either individually or collectively, and necessary to investigate, identify, and otherwise document the Joint Project; and (ii) obtaining all approvals from any governmental agencies (whether federal, state, county or local) or private entities required or useful for the Joint Project.
- E.** In the event any unforeseen circumstances or events arise that have not been specifically addressed in this Agreement, the Parties agree to mutually cooperate create and establish such additional agreements and/or amendments to this Agreement in order to successfully accomplish the goals as set forth in this Agreement.

**SECTION 3. TERM.**

Unless otherwise provided in this Agreement, the term of this Agreement shall commence on the Effective Date and terminate upon the completion of the Joint Project and completion of the warranty period provided for in the Construction Contract (as defined in Section 4) for the Joint Project (“Term”).

#### **SECTION 4. CONTRACTING PROCESS.**

- A. Member Contract for Design Services.** The Member has entered into or shall enter into a professional services agreement (“PSA”) with the AWSP design team, which shall provide that the AWSP design team will provide the services required to prepare the design materials for the Member Project and incorporate that design into the appropriate Commission bidding and construction documents for the Joint Project. The cost of these design services will be paid by the Member pursuant to the PSA.
- B. Design, Construction Engineering and Construction Management Services.** The Commission, through Joliet as Program Manager, will arrange for the AWSP design team to perform professional engineering services for the AWSP, to provide design services for the Commission Project and construction engineering and construction management services for the Joint Project pursuant to the PMA.
- C. Official Coordinator.** The Commission, through its Program Manager pursuant to the PMA, will serve as the Official Coordinator to bid the Joint Project.
- D. Procedure for Developing Bidding and Contract Documents.** At such time as competitive sealed bids (“Sealed Bids”) from contractors are solicited for the Joint Project, the Parties agree to follow the following process:
- i. Information about the requirements for the Member Project will be provided by the Member pursuant to the PSA and for the Commission Project by the AWSP design team pursuant to the PMA.
  - ii. The form of bidding and contract documents to be used for the Joint Project will be the documents regularly used by the Commission for the AWSP. The information about the Member Project as well as the Commission Project will be incorporated into the drawings and specifications (“Technical Requirements”) and the bidding and contract documents for the Commission Project, which collectively will be referred to as the “Contract Package” for the Joint Project.
  - iii. The Member shall have an opportunity to review and comment on the Technical Requirements related to the Member Project at key design milestones, with Member comments to be resolved prior to bidding for the Joint Project.
  - iv. When all comments from the Commission and the Member are resolved, the Official Coordinator may issue these documents to prospective contractors or suppliers to solicit Sealed Bids and shall establish a deadline for the submission of Sealed Bids.

- v. During the time following the issuance of the Contract Package, and prior to the deadline for submission of Sealed Bids, the Official Coordinator shall issue such addenda to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Contract Package. The Official Coordinator shall consult with the Member prior to issuing any such addenda pertaining to the Technical Requirements related to the Member Project. The Member shall refer any inquiries or issues received or identified regarding the Technical Requirements related to the Member Project to the Official Coordinator for possible inclusion in such an addendum.
- vi. Following receipt of the Sealed Bids, the Sealed Bids will be opened by the Program Manager pursuant to the PMA. Information regarding the Sealed Bids pertaining to the Member Project will be provided to the Member to enable the Member to determine whether to proceed with all or certain sub-parts of the Member Project as part of the Joint Project.
- vii. The Member shall review the information from the Sealed Bids and the Member's TAC Delegate shall, prior to contract award, notify the Commission of the Delegate's intention to recommend adoption of a resolution of the Member's corporate authorities either to (a) proceed with all or certain sub-parts of the Member Project as part of the Joint Project and authorize the deposit of funds for its share of costs for those sub-parts (as applicable) of the Member Project in escrow with the Commission as provided in Section 5 or (b) withdraw all or certain sub-parts of the Member Project from the final construction contract. The Commission shall approve the award of the contract for the Joint Project ("**Construction Contract**") by resolution in coordination with the TAC Delegate's notification. Withdrawal of all or certain sub-parts of the Member Project shall not preclude the Commission from awarding a construction contract for the Commission Project. In the event that the Member elects to proceed only with certain sub-parts of the Member Project, for the purposes of the construction phase of the Joint Project, Member Project shall mean and refer only to those sub-parts.
- viii. In the event that the Member does not provide to the Commission a resolution to proceed with or withdraw all or certain sub-parts of its Member Project within 45 days after the information regarding the Sealed Bids is provided to the Member, the Commission has the right to proceed with a construction contract for the Commission Project (and projects of other participating members, if any) without the sub-parts of the Member Project for which no resolution was

provided and the Member will no longer have any right to proceed with those portions of its Member Project as part of the Joint Project.

- E. Administration by the Official Coordinator.** The Official Coordinator shall have the right and obligation to manage the Construction Contract with the selected contractor. Such duties shall include, without limitation, meetings with representatives of the contractor, reviews of technical and administrative data, establishing testing programs, monitoring schedules and performance, ensuring that required repair and maintenance responsibilities are performed by the contractor, and the enforcement of the terms and conditions of the Construction Contract and the bonds and insurance required under the Construction Contract.
- i. The Official Coordinator shall notify the Member about any of the following pertaining to the Member Project for Member review and comment: (a) contractor questions or requests for information requiring clarification from the Member, (b) proposed changes to the Technical Requirements or (c) proposed changes affecting terms that would change the amount the Member would be required to pay for the Member Project.
  - ii. The Official Coordinator shall notify the Member of the pre-construction meeting as well as any other meetings with the contractor where the Member Project is planned to be discussed.
  - iii. The Member Project will be subject to the same rights of correction and warranty of work by the contractor as provided in the Construction Contract for the Commission Project. The Member shall promptly notify the Official Coordinator about any items of work on the Member Project that may require correction or be subject to possible warranty claim.
  - iv. The Parties shall work together to achieve consensus regarding any alleged failures of the performance of either the contractor, or the work by the contractor, under the Construction Contract. No lawsuit to enforce the Construction Contract or the bonds on an issue pertaining to the Member Project shall be filed without the agreement of both Parties.
- F. Expenses.** The Parties acknowledge and agree to use their respective personnel and resources, at no cost to any other Party, for actions undertaken by or on behalf of one of the Parties. Each Party shall be responsible for, and each Party agrees to pay, its own expenses incurred for professional design services, and any and all other expenses incurred by that Party during construction of the Joint Project under the Construction Contract. Any expenses to be shared between the Parties and not otherwise addressed in Section 5 shall be approved in advance, and in writing, by each Party or its Party Representative, as appropriate.
- G. Insurance.** The Official Coordinator shall require the contractor to whom the Construction Contract is awarded to obtain and maintain, for the

duration of the Construction Contract, appropriate insurance that includes the Member as an additional insured and provide a copy of any certificates of insurance to the Member.

- H. **Bonds.** The Official Coordinator shall require the contractor to whom the Construction Contract is awarded to obtain and maintain, for the duration of the Construction Contract, both a performance bond and a labor and material payment bond, each in the amount of all of the work under the Construction Contract. The Official Coordinator shall file such claims and take such actions as may be necessary to resolve any issues raised by any Party pursuant to one or both of the bonds.

## **SECTION 5. PAYMENTS; COSTS AND EXPENSES.**

- A. **General Principles.** Each Party shall be responsible to pay its respective share of the cost of Joint Project pursuant to the Construction Contract. Each Party shall budget and appropriate sufficient funds to pay its respective share of the Construction Costs of the Construction Contract and Construction-Related Costs. In addition, the Commission shall also budget and appropriate sufficient additional funds to pay the cost of the Construction Contract (including the Member's share), in reliance on the Member's agreement to pay its respective share of the cost of the Construction Contract.
- B. **Member Project Costs.** The costs for the design of the Member Project shall be paid by the Member directly under the PSA. Construction Costs, CR Costs and CE/CM Services Costs (described in Sections 5.D, E and F below) shall be paid by the Member pursuant to Section 5.G and not included in either the Commission's Program Budget or loans or bonds taken out by the Commission.
- C. **Design Costs.** Design costs for the Commission Project and the Member Project will be tracked separately by the AWSP design team and the Member design costs shall be billed separately to the Member for payment under the terms of the PSA.
- D. **Construction Costs.** The Construction Package shall include pay items for specific components of the Commission Project and the Member Project ("Construction Costs"), so that the Member's share of these costs can be identified and paid by the Member. Costs under the Construction Contract that are based on a pay item common to both the Commission Project and the Member Project shall be treated as construction-related costs under Section 5.E below.
- E. **Defining Other Shared Construction-Related Costs.** The Parties agree that the following costs are common to both Projects and shall agree upon which of these costs will be allocated to the Parties on a pro-rata basis

(“CR Costs”), determined based upon the ratio of each Party’s Construction Costs for its Project to the Construction Cost of both Projects:

- i. Contractor’s bond and insurance costs;
- ii. Contractor start-up, mobilization and demobilization costs;
- iii. Erosion control;
- iv. Traffic control;
- v. Other general conditions costs, if any; and
- vi. Other costs to the extent they cannot be specifically related to either the Commission Project or the Member Project.

Any other construction-related costs not in the normal course of construction that are specifically related to the Commission Project or the Member Project shall be paid by the Commission or the Member, respectively.

**F. Construction Engineering and Construction Management Services.**

Pursuant to the PMA, Joliet as Program Manager provides construction engineering and construction management services (“CE/CM Services”) for all AWSP construction projects, including the Commission Project, as part of Advanced Development Costs paid by Joliet. The Commission shall request Joliet as Program Manager to provide CE/CM Services for the Member Project as part of the Joint Project and Member agrees to pay the cost of such Services for the Member Project. The cost to the Member of such CE/CM Services (“Member CE/CM Services Costs”) shall be equal to eight percent (8%) of the sum of the Member’s share of Construction Costs and CR Costs for the Member Project. The Member CE/CM Services Costs shall not be included as part of Advanced Development Costs. The Member CE/CM Services Costs shall be paid to Joliet as provided in the PMA.

**G. Member Payment Prior to Construction.**

- i. The Member shall deposit in escrow with the Commission an amount sufficient to pay the following costs related to each sub-part of the Member Project not less than three (3) months prior to the scheduled date for commencement of work on that sub-part of the Member Project: (a) the Member’s share of the Construction Costs plus a three percent contingency for change orders, (b) the Member’s share of the CR Costs plus a three percent contingency for change orders, and (c) the Member CE/CM Services Costs. A separate escrow deposit shall be made by the Member for each sub-part of the Member Project in connection with the Construction Contract for a Commission Project that also includes that Member’s Project.
- ii. The escrow amount may be adjusted from time to time based on additional information about the costs to be paid by the Member. If a change order is approved that causes the new total of the costs described in Section 5.G.i to increase, the Member must make an additional escrow deposit in the amount of the increase within 45 days after the approval of the change order.

iii. Following completion of the Joint Project, the Commission and the Member shall review and determine the Parties' respective final shares of the Construction Costs and CR Costs. If the amount placed in escrow less the Member CE/CM Services Costs is more than the Member's total final share, the Commission shall return the difference to the Member. If the amount placed in escrow less the Member CE/CM Services Costs is less than the Member's final share, the Member shall pay the difference to the Commission. Any such payments shall be made within 45 days after the amount to be paid is determined and agreed by the Parties.

**H. Pay Applications.** The contractor will be required to separate each of its applications for payment to reflect the separate pay items in a manner that each Party will be able to identify the pay items pertaining to its Project and its share (based on Sections 5.D and E) of pay items that are common costs to be shared. The Commission will provide to the Member, for its review and comment, an itemized listing of the pay items and amounts attributable to the Member Project on each application for payment. The Commission will pay the contractor directly for each approved payment application and payment for the Member Project shares will be withdrawn from the Member's escrow deposit to make payment of the Member Project portion of the application. The Commission will pay Joliet for the Member CE/CM Services Costs for the Member Project out of the Member's escrow deposit. In the event that a lien on public funds is claimed by any subcontractor or supplier for work under the Construction Contract, the Party receiving notice of such a claim shall notify the other Party, and the Parties shall coordinate their response to the lien claim in the manner required by law.

**I. Funding Sources.** This Agreement is intended to allow the Parties to independently seek available local, state, and federal grants and other funds and other resources to assist in paying for the costs of their respective Project. If the Member wishes to use funds that are subject to particular requirements, the Member shall notify the Commission to allow review by the Commission and Member to determine if those requirements can be reasonably accommodated.

## **SECTION 6. WITHDRAWAL; TERMINATION.**

**A. Right to Withdraw.** Any Party may withdraw a Member Project from this Agreement prior to award of a construction contract for the Joint Project, as provided in Section 4.

**B. Dissolution and Termination.** In addition to the withdrawal provisions set forth in Section 4.D of this Agreement, this Agreement shall be dissolved and terminated only upon the written agreement of the Parties.

**SECTION 7. GENERAL PROVISIONS.**

- A. Notices.** Any notice, demand or request required by this Agreement shall be in writing and shall be deemed delivered to the Party when delivered in person or by express mail or messenger, via facsimile, or three (3) days after deposit thereof in any main or branch United States Post Office, properly addressed to the Party at the address below. All notices related to the Technical Requirements and routine compliance with the Construction Contract may be given by electronic mail or other means of communication, as appropriate.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Grand Prairie Water Commission  
2364 Essington Road, #269  
Joliet, IL 60435  
Attention: Program Director  
Email: [aswisher@joliet.gov](mailto:aswisher@joliet.gov)

City of Joliet  
150 West Jefferson Street  
Joliet, IL 60432  
Attention: Director of Public Utilities  
Email: [publicutilities@joliet.gov](mailto:publicutilities@joliet.gov)

- B. Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement, other than the Policy, that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each Party hereto and their respective successors and assigns.
- C. Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.
- D. Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control.
- E. Amendments and Modifications.** This Agreement shall not be modified, changed, altered, or amended until it is reduced to writing and approved by the corporate authorities of each Party pursuant to ordinances

or resolutions duly adopted and properly executed in accordance with all applicable law.

- F. **Authority to Execute.** Each Party hereby warrants and represents to the other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.
- G. **No Third-Party Beneficiaries.** Nothing in this Agreement shall create or shall be construed or interpreted to create any third-party beneficiary rights.
- H. **Indemnification.** Each Party hereby agrees to indemnify, hold harmless and defend the other Party from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the other Party for any actions taken or failures to act by the Party in connection with the Construction Contract or the Joint Project that arise out of the Construction Contract or this Agreement, to the extent that such claims were not caused by actions, or failures to act, of the other Party.
- I. **Execution.** This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the date specified on page 1 of this Agreement.

**City of Joliet**

**Grand Prairie Water Commission**

By: \_\_\_\_\_  
H. Elizabeth Beatty, City Manager

By: \_\_\_\_\_  
Clarence C. DeBold, Chair

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Lauren O'Hara, City Clerk

By: \_\_\_\_\_  
John D. Noak, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_