

FAI 80
I-80 At Chicago Street Interchange
State Section: 2017-057F
County: Will County
Job No.: C-91-129-25
Contract No.: 62F94
JN-126-009

AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure
safety to the motoring public, is desirous of improving approximately 2,158 lineal
feet of I-80 at the I-80 and Chicago Street Interchange, State Section 2017-057F,
State Job No. C-91-129-25, State Contract Number 62F94 hereinafter referred to
as the IMPROVEMENT; and

The IMPROVEMENT includes bridge removals, bridge replacement, bridge
superstructure replacements, interchange reconstruction, noise abatement walls
installation, retaining wall construction, ADA improvements, new traffic signal
installation and water main sanitary and storm sewer relocation, and any other

work necessary to complete the IMPROVEMENT in accordance with the approved plans and specifications; and

WHEREAS, the CITY has requested that the STATE include in its contract emergency vehicle preemption equipment at Chicago Street and the Eastbound I-80 Ramps, Chicago Street and the Westbound I-80 Ramps, and at Chicago Street and Patterson Road and

WHEREAS, the STATE has agreed to the CITY's request, and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids, and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction, and engineering cost subject to reimbursement by the CITY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) upon completion of the project, based upon final costs.
6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.
7. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.

8. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530). If in the future, the Department proposes to implement a further roadway improvement on Interstate 80 which would require the CITY's utilities included within such further IMPROVEMENT to be relocated, the STATE agrees to reimburse 100% of all costs associated with such relocation.
9. Upon final field inspection of the improvement and so long as Chicago Street is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the ramps, the left-turn lanes and right turn lanes, and the bridges. The STATE also agrees to be responsible for the structural integrity and routine maintenance of the roadside side of the Traffic Noise Abatement Walls along westbound I-80 Ramp C to SB Chicago Street, along eastbound I-80 Ramp A, and along I-80 westbound as noted on attached Exhibit D. The STATE also agrees to maintain the curb and gutter or stabilized shoulders, and ditches adjacent to those traffic lanes and turn lanes.
10. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE as noted on attached Exhibit D, including the local roadways, sidewalks, shared use paths and landscaping along Chicago Street, Patterson Road, 5th Avenue, Gardner Street, and Eastern Avenue. The CITY

also agrees to be responsible for routine maintenance including graffiti and vegetation removal on and along the residential side of the Traffic Noise Abatement Walls to be constructed along westbound I-80 Ramp C to SB Chicago Street, along eastbound I-80 Ramp A, and along I-80 westbound as noted on attached Exhibit D. The CITY also agrees to maintain crosswalks, stop line markings, the relocated sanitary sewer on Chicago Street, the relocated watermain on Chicago Street, the relocated water main on the Chicago Street east-west crossing at Shelby Street, the relocated storm sewer on Eastern Avenue, the watermain and services on Dennis Court and Eastern Avenue alleys and all existing and relocated CITY owned utilities including appurtenances thereto.

11. Upon acceptance by the STATE of the new traffic signal work included herein the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
Chicago Street at EB I-80 Ramps		
STATE Share	100%	100%
CITY Share	0%	0%
Chicago Street at WB I-80 Ramps		
STATE Share	100%	100%
CITY Share	0%	0%
Chicago Street at Patterson Road		
STATE Share	100%	100%
CITY Share	0%	0%

The above cost allocation at Chicago Street and Patterson Road shall remain a part of the current Agreement between the STATE and the Joliet Township.

12. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE with its own forces or through ongoing contractual agreements.
13. The STATE's Electrical Maintenance Contractor will inspect, make note, and keep inventory of the CITY owned "EMERGENCY VEHICLE PRE-EMPTION" system to support the maintenance of the "EMERGENCY VEHICLE PRE-EMPTION" system. Inspection of the "EMERGENCY VEHICLE PRE-EMPTION" system shall include the phase selector, field wiring, optical detectors, and cabinet appurtenances. When repair is necessary, the STATE's electrical contractor shall notify the CITY that its "EMERGENCY VEHICLE PRE-EMPTION" system is in need of maintenance repairs. When approved by the CITY, maintenance of its "EMERGENCY VEHICLE PRE-EMPTION" system is then performed at CITY'S cost accordingly. The STATE's electrical contractor shall invoice the CITY directly for all maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The CITY may require end users of the emitters within its jurisdiction to enter into separate agreements with the STATE's electrical contractor to have the emergency vehicle emitters tested in accordance with the recommendation of the Manufacturer of such equipment.
14. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signals, then the CITY

agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

15. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6088568 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

16. Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

17. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

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

CITY OF JOLIET

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Clerk

Title: _____

(SEAL)

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

Job No.: C-91-129-25
Agreement No.: JN-126-009

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAI 80, I-80 at Chicago Street Interchange, Contract No. 62F94, State Section 2017-057F, the CITY agrees to assume financial responsibility for that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

EXHIBIT A ESTIMATE OF COST Contract 62F94	
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Type of Work	FEDERAL		STATE		CITY OF JOLIET		TOTAL
	\$	%	\$	%	\$		\$
All roadway work excluding the following:	\$127,338,936	90%	\$14,148,771	10%			\$141,487,707
P&C Engineering (15%)	\$19,100,840	90%	\$2,122,316	10%			\$21,223,156
TRAFFIC SIGNALS							
Chicago St at EB I-80 Ramp	\$234,000	90%	\$26,000	10%			\$260,000
P&C Engineering (15%)	\$35,100	90%	\$3,900	10%			\$39,000
Emergency Vehicle Preemption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
Chicago St at WB I-80 Ramp	\$247,500	90%	\$27,500	10%			\$275,000
P&C Engineering (15%)	\$37,125	90%	\$4,125	10%			\$41,250
Emergency Vehicle Preemption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
Chicago St at Patterson Rd	\$247,500	90%	\$27,500	10%			\$275,000
P&C Engineering (15%)	\$37,125	90%	\$4,125	10%			\$41,250
Emergency Vehicle Preemption					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
Watermain and Sewer Relocation - Various Locations	\$1,418,400	90%	\$157,600	10%			\$1,576,000
P&C Engineering (15%)	\$212,760	90%	\$23,640	10%			\$236,400
TOTAL	\$148,909,287		\$16,545,476		\$24,150		\$165,478,913

NOTE: The Local's participation shall be predicated upon the percentages shown above for the specified work. The Local Agency's cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

Exhibit B
FUNDING RESOLUTION

WHEREAS, the CITY OF JOLIET (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of I-80 at the Chicago Street Interchange, known as State Job No. C-91-129-25 and State Contract No. 62F94, State Section 2017-057F; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Twenty-Four Thousand One Hundred Fifty Dollars (\$24,150) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the improvement, based on final costs; and

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this

improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)
COUNTY OF WILL)

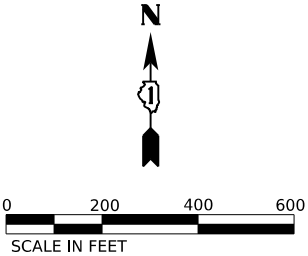
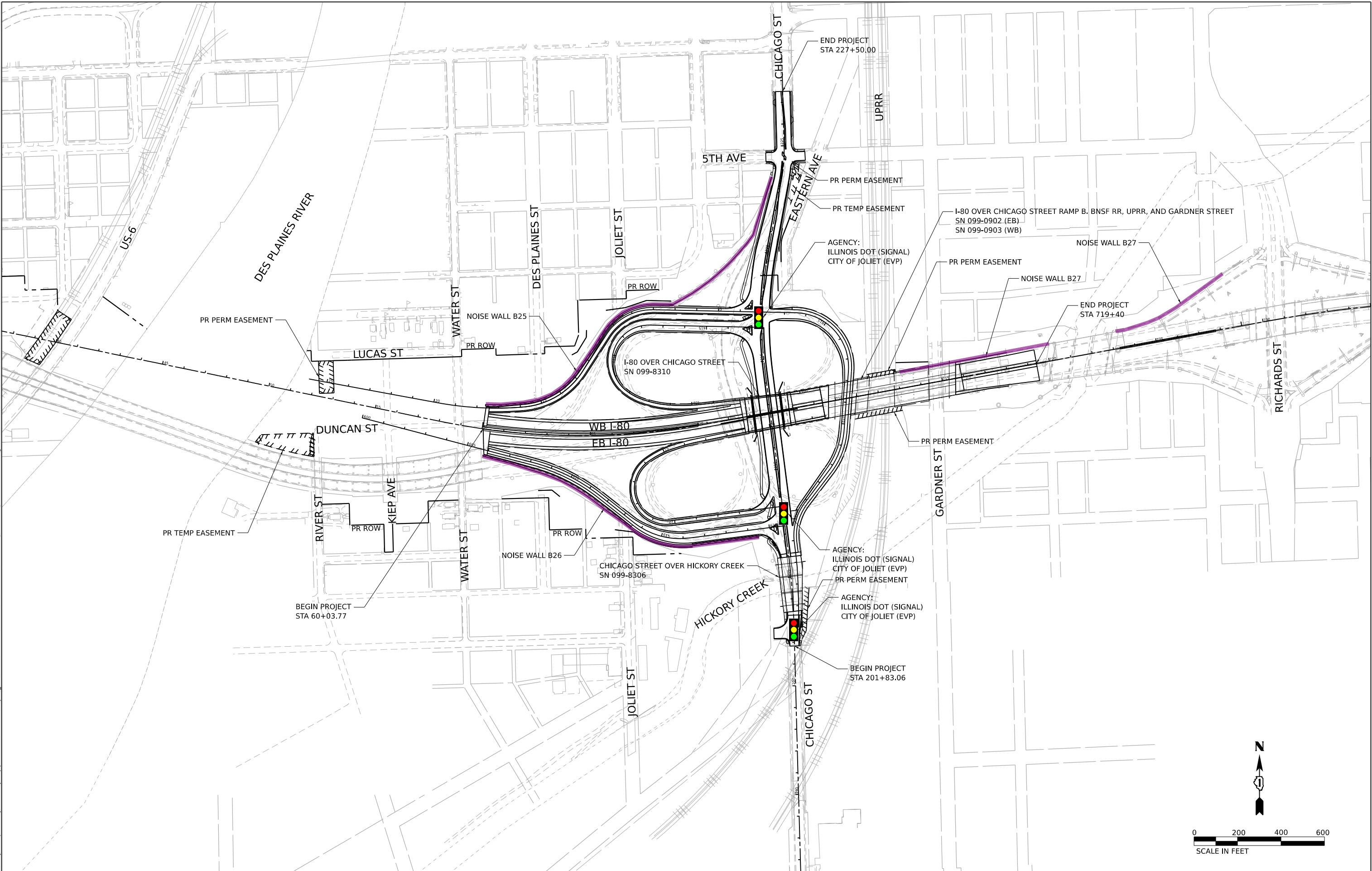
I, _____, City Clerk in and for the CITY OF JOLIET hereby
certify the foregoing to be a true perfect and complete copy of the resolution
adopted by the City Council at a meeting on _____, 2025 A.D.

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

City Clerk

(SEAL)

Model: Default
File Name: p:\projects\transystems-pw-bentley.com\trans-scorp-pw1-hosted\Documents\Projects_2018\CH4001401180022\03-W59\CAD\03-Exhibits\2025-05-12 (IGA Exhibits)\D162F94-IGAE-nb1.dgn



USER NAME	donahuek1	DESIGNED	-	REVISED	-
DRAWN	-	REVIS	-	REVIS	-
PLOT SCALE	400,000' / in.	CHECKED	-	REVISED	-
PLOT DATE	10/21/2025	DATE	4/25/2025	REVISED	-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

ROUTE I-80 CHICAGO STREET INTERCHANGE
MAINTENANCE EXHIBIT D

SCALE: 1" = 200' SHEET OF SHEETS STA. TO STA.

F.A.I. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
80	2017-057F	WILL	1	1
CONTRACT NO. 62F94				
ILLINOIS		FED. AID PROJECT		