

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-126-010
PPS No.: 1-77247-4352

AGREEMENT

This agreement entered into this _____ day of _____, A.D., 2025, 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 STATE has agreed to act as the lead agency in performing the Phase
II Engineering and construction plan preparation associated with the IMPROVEMENT; and

WHEREAS, the CITY has agreed to participate in the DESIGN ENGINEERING for relocations of water main, sanitary and storm sewers as well as utility removals, utility abandonment and pavement removal and restoration associated with the IMPROVEMENT; and

WHEREAS, this Agreement is entered into under the Authority of the Illinois Constitution and the terms of 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 CITY agrees to retain and pay for a licensed professional engineering firm to perform the DESIGN ENGINEERING required for the relocations of water main, sanitary and storm sewers as well as utility abandonment and pavement removal and restoration associated with the IMPROVEMENT, subject to reimbursement by the STATE. 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.
2. The STATE agrees to reimburse the CITY for 100% of all costs associated with the DESIGN ENGINEERING. The CITY's current cost participation is estimated at Seventy-Five Thousand Dollars (\$75,000) as noted in Exhibit C, which is attached hereto and hereby made a part hereof.

3. The STATE further agrees that upon execution of this Agreement, and receipt of invoices from the CITY listing the first and subsequent progress payments to their consulting engineers, the STATE will pay the CITY 100% of all STATE approved costs as invoiced.
4. It is mutually agreed that it may require multiple invoices accompanied by supporting documents from the CITY for the STATE to fulfill its financial obligation under the terms of this AGREEMENT subject to the not to exceed amount set forth in Paragraph 3 above.
5. The construction costs for the relocations of water main, sanitary and storm sewers as well as utility removals, utility abandonment and pavement removal and restoration associated with the IMPROVEMENT will be paid for by the STATE and is covered under a separate Agreement JN-126-009.
6. The construction costs for the Dennis Court and Eastern Avenue alley water main and water services completed by the CITY under a separate contract will be paid for by the STATE and will be covered under a separate Utility Agreement.
7. Obligations of the STATE and 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 Design Engineering and Construction Costs.
8. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the Design Engineering contemplated herein is not awarded within the three years subsequent to execution of the Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and sets forth the entire agreement of the Parties and, except for the Construction Agreement of even date herewith regarding this IMPROVEMENT, incorporates and supersedes all other agreements, written or oral.

CITY OF JOLIET

Attest:

CITY Clerk

(Print)

Date: _____

By: _____
(Signature)

By: _____
Print or Type

Title: _____

Date: _____

(SEAL)

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

Gia Biagi
Secretary of Transportation

By: _____
Jack Elston, PE
Engineer of Design and Environment

Date

TIN CERTIFICATION

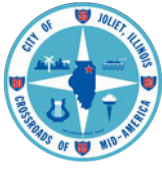
The CITY certifies that:

1. The number shown on this form is the CITY's correct taxpayer identification number (or the CITY) is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding , and
3. The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 36-6088568

Legal Status

- | | |
|---|---|
| ☐ Individual | ☒ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non Corp.) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral home /Cemetery |
| ☐ Corporation NOT providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Other _____ | ☐ D= Disregarded entity |
| | ☐ C= Corporation |
| | ☐ P= Partnership |



City of Joliet

EXHIBIT C

Public Utilities
815-724-4220
publicutilities@joliet.gov

September 15, 2025

Mr. Jose Rios, Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196-1096

**RE: FAI 80 (I-80), Chicago Street Interchange, Contract 62F94
Request for Reimbursement of City of Joliet Utility Scope**

Dear Mr. Rios:

I am writing this letter to outline the City of Joliet's understanding of the reimbursable Joliet utility scope required to resolve conflicts and support the Illinois Department of Transportation's (IDOT) proposed I-80 Contract 62F94 improvements.

The City of Joliet and IDOT have been working in close coordination on the anticipated utility scope and look forward to continued collaboration as the project progresses. The City's position is that the City owned utility relocations required for Contract 62F94 are reimbursable, as the utilities that are to be relocated have prior rights due to them pre-dating I-80. The Joliet utility relocation scope items are as follows:

1. **Joliet sanitary sewer on Chicago St-** requires relocation and reconfiguration on Eastern Ave due to conflicts with the following proposed IDOT improvements: realignment of Chicago St and proposed drainage pipes under the proposed Chicago Street.
2. **Joliet water main on Chicago St-** requires relocation and reconfiguration on Eastern Ave due to conflicts with the following proposed IDOT improvements: realignment of Chicago St and proposed storm sewer.
3. **Joliet water main Chicago St East-West crossing at Shelby St-** requires relocation and reconfiguration due to conflicts with IDOT's proposed alignment of Chicago St and proposed storm sewer.
4. **Joliet storm sewer on Eastern Ave-** requires relocation and reconfiguration to meet IEPA clearance requirements associated with the Chicago St water main relocation.
5. **Joliet water services/main on Dennis Ct and Eastern Ave Alley-** required advance relocation and reconfiguration to accommodate the shutdown of the Chicago Street East-West crossing at Shelby Street during staged construction. Per previous coordination with IDOT, this work was completed by the City of Joliet in

2025 to align with IDOT's schedule and to remove the need for IDOT to obtain additional easements for this scope.

In addition to the items listed above, the cost estimate also includes associated expenses for Joliet utility removals, utility abandonments, and pavement removal and restoration. These items are required to accommodate the resolution of the conflicts identified above.

It is the City's understanding that the general workflow of this coordination is as follows:

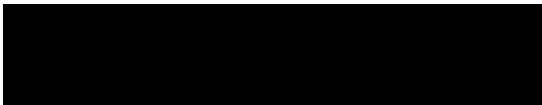
1. The proposed Joliet utility scope is to be designed by City's consulting engineer and incorporated and constructed by IDOT's 62F94 project, unless otherwise noted.
2. An Intergovernmental Agreement will be drafted between the City of Joliet and IDOT to provide detail on the terms and conditions of reimbursement, permits, and construction of the City's utilities.
3. The City's consulting inspector will maintain a presence during 62F94 construction when work is taking place on Joliet owned utilities.

Below is a preliminary cost estimate summary:

Description	Design Cost	Construction Cost	Construction Management/Inspection Cost
1. Chicago St Sanitary Sewer	\$75,000	\$1,334,226.55	\$70,000
2. Chicago St Water Main			
3. Chicago St Water Main Crossing at Shelby St			
4. Eastern Ave Storm Sewer			
1-4. Utility Removals, Utility Abandonments, and Pavement Removal/Restoration			
5. Dennis Ct and Eastern Ave Alley Water Main and Water Services	\$8,052	\$355,567	\$19,556

The City appreciates the opportunity to coordinate the Contract 62F94 Joliet utility scope with IDOT. If you have any questions or need additional information, please contact me via email at aswisher@joliet.gov, or by phone at 815-724-4222.

Sincerely,



Allison M.W. Swisher
Director of Public Utilities