

FAI 80
I-80 At Des Plaines River Bridge
State Section: FAI 80 21 Structure 2
County: Will County
Job No.: C-91-110-22
Contract No.: 62R23
JN-126-005

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 Des Plaines River Bridge, State Section FAI 80 21 Structure 2, State Job No. C-91-110-22, State Contract Number 62R23 hereinafter referred to as the IMPROVEMENT; and

The IMPROVEMENT includes bridge replacements, bridge superstructure replacements, roadway reconstruction, noise abatement walls installation, retaining wall construction, fire standpipe installation, water main, sanitary and storm sewer relocations and adjustments, utility abandonment, pavement removal and restoration 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 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 One Hundred Eighty Thousand Dollars (\$180,000) 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 and construction contractor, 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 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-126-003.
6. The construction costs for the throttle pipe upsizing along East Duncan Street completed by the CITY 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 |



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

June 17, 2025

Ms. Allison M.W. Swisher
Director of Public Utilities
City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

Dear Ms. Swisher:

The Illinois Department of Transportation (Department) is writing in response to your May 14, 2025, letter regarding inclusion of the City of Joliet's (City) proposed watermain, storm sewer, sanitary sewer relocations, and throttle pipe upsizing as part of the I-80 at Des Plaines River Bridge (Contract 62R23) reconstruction project.

As stated in your letter, it was determined that the City has the prior rights for its below listed utilities in the I-80 Des Plaines River Bridge reconstruction improvements footprint:

- Storm sewer on Lucas Street
- Storm sewer at the intersection of Lucas Street and Water Street
- Sanitary interceptor sewer on Joliet Street and Duncan Street
- Watermain on Water Street, Lucas Street and River Street
- Sanitary sewer crossing at proposed I-80 at Station 62+50 (former S. Des Plaines Street)
- Throttle pipe upsizing on East Duncan Street

The Department agrees with the inclusion of the City's proposed utility relocations (items 1-5) in the Contract 62R23 plans. The Department also agrees with the throttle pipe upsizing improvements that were coordinated with the Department prior to its construction in 2024. The Department acknowledges that the relocation of these City owned utilities, and the throttle pipe upsizing are reimbursable costs to the City since the City has prior rights and these utilities will be impacted by the Department's proposed bridge reconstruction improvements.

The estimated cost of the City owned utility relocations, which is approximately \$4,036,000.00 (the Department's cost estimate), will be covered under the construction cost of the Department's project.

Furthermore, the Department recognizes that the throttle pipe construction cost (item 7), completed in 2024, is a reimbursable expense for the City and is not included in the Department's project scope. Invoices supporting the total stated cost of \$105,496.00 must be submitted and reviewed by the Department before the amount can be verified.

In addition, the Department agrees that the City's proposed watermain and sanitary sewer relocations on McDonough Street (items 8 and 9) are not reimbursable to the City. However, these proposed relocations will also be included in the Department's proposed bridge relocation improvements. The estimated construction cost of this City owned utility relocations, is approximately \$385,000.00 (the Department's cost estimate). This construction cost along with the construction management cost (10%) will be the City's responsibility.

It is our understanding that the City will be responsible to prepare the proposed watermain, storm sewer, and sanitary sewer relocations design contract plans and specifications for all locations (1 to 5 and 8 to 9) for the Department's review and their inclusion in the Department's contract. To maintain the target project schedule, final design plans, specifications and the cost estimates should be submitted to the Department by August 8, 2025. All necessary sanitary and watermain permits from the Illinois Environmental Protection Agency (IEPA) will be obtained promptly by the City and/or its design consultants to ensure there are no delays to the Department's contract. Kindly make sure all necessary permits are secured by October 3, 2025. The Department acknowledges that the design cost, which is approximately \$180,000.00, is a reimbursable cost to the City.

It is also our understanding that the City will be responsible for the coordination, installation, future electrical cost and maintenance, and construction cost associated with the local street lighting (item 6). The City will construct this item separately as discussed and determined at the Utility Meeting No. 16 between the City and the Department held on May 15, 2025. The Department will coordinate with the City regarding any local street lighting during construction.

Please note that the Department will provide construction management and inspection services for this project including the City's proposed utility relocation improvements. The Department will coordinate with the City regarding the above listed utilities during construction. Any requirements for notifying the City of any water cut off or new service to be turned on should be included in the special provisions.

An intergovernmental agreement between the City and the Department will be prepared to document the cost and maintenance responsibilities of this improvement.

Funding for the project is included in the Department's FY 2025-2030 Proposed Highway Improvement Program. The Department's current engineering efforts are targeted to enable a contract letting for the proposed improvements in the early years of the current multi-year program timeframe contingent upon plan readiness, local agency agreements, and funding availability through the Department's future annual legislative appropriations.

Ms. Allison M.W. Swisher
June 17, 2025
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EXHIBIT C

If you have any questions or need additional information, please contact me or Fawad Aqueel, Bureau Chief of Design, at (847) 705-4211 or via email at Fawad.Aqueel@illinois.gov.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jose Rios", is written over the closing "Very truly yours,".

Jose Rios, P.E.
Region One Engineer

Attachments

cc: Gregory P. Ruddy – Director of Public Works
Tony Anczer – Deputy Director of Engineering