

FAI 80
I-80 At Center Street Interchange
State Section: FAI 80 21 Interchange
County: Will County
Job No.: C-91-109-22
Contract No.: 62R22
JN-125-035

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 3,775 lineal feet of I-80 at the I-80 and Center Street Interchange, State Section FAI 80 21 Interchange, State Job No. C-91-109-22, State Contract Number 62R22, 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, new traffic signal installation and water main sanitary and storm sewer relocation, interceptor lining installation 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 interceptor lining installation 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 relocations of water main, sanitary and storm sewers as well as interceptor lining 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 Seventy Thousand Dollars (\$170,000.00) as noted in Exhibit A, which is attached hereto and here by made a part hereof.
3. The STATE further agrees that upon execution of this Agreement, and receipt of an invoice from the CITY listing the first and subsequent progress payments to their consulting engineer, 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 the interceptor lining associated with the IMPROVEMENT will be paid for by the STATE and is covered under a separate Agreement JN-125-033.
6. 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.
7. 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.
8. 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

By: _____
Gia Biagi
Secretary of Transportation

Date: _____

By: _____
Jack A. Elston, P.E.
Engineer of Design & Environment

Date: _____

Agreement No.: JN-125-035
Job No.: C-91-109-22

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: _____

Legal Status

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

EXHIBIT A

DEPARTMENT OF PUBLIC UTILITIES

815-724-4230 Direct
815-723-7770 Fax



**150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158**

September 11, 2024

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

**RE: FAI 80 (I-80), Center Street Interchange, Contract 62R22
Request for reimbursement of City of Joliet utility relocations and sewer lining**

Dear Mr. Rios:

I am writing to formally request reimbursement for the expenses that are to be incurred by the City of Joliet to resolve utility conflicts for the upcoming Illinois Department of Transportation (IDOT) I-80 Contract 62R22. Prior rights for the utilities in the 62R22 Contract have been established by review completed by John Vaccaro on August 8, 2024.

The City of Joliet and IDOT have been in close coordination regarding the anticipated conflicts between the existing Joliet utility facilities and the proposed improvements as part of IDOT Contract 62R22. The utility conflicts of concern for this request are as follows:

1. Joliet 16" water main I-80 crossing at Wheeler Av., in conflict with proposed IDOT storm sewer.
2. Joliet storm sewer and water main on Cochrane Av. and Raynor Av., insufficient access once proposed IDOT improvements are constructed.
3. Joliet sanitary sewer and water main on Illinois St., Market St. and Jasper St. in conflict with proposed IDOT I-80 mainline and ramp alignments.
4. Joliet interceptor sewer at Center St. Interchange, insufficient cover with proposed IDOT grading and construction activities will cause concern for structural collapses.

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

1. For utility conflicts above, the conflict resolutions are to be designed by the City's consulting engineer and incorporated and constructed by IDOT's 62R22 project.
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 62R22 construction when work is taking place on Joliet owned utilities.

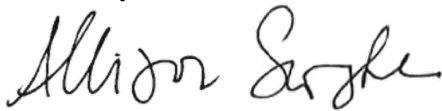
September 11,
2024 Page 2

Below is a preliminary cost estimate summary of the items that are to be reimbursed.

Description	Design Cost	Construction Cost	Construction Management/Inspection Cost
Wheeler Av. 16" Water Main Relocation	\$100,000	\$2,500,000	\$125,000
Cochrane Av. and Raynor Av Water Main and Storm Sewer Relocation			
Illinois St. Market St. and Jasper St Sanitary Sewer and Water Main Relocation			
Center St. Interchange Interceptor Lining	\$70,000	\$1,100,000	\$90,000

The City appreciates the opportunity to coordinate the resolution to the 62R22 utility conflicts 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

CC:	Suleyman Tulgar, IDOT	via email at suleyman.tulgar@illinois.gov
	Brian Kuttub, IDOT	via email at brian.kuttub@illinois.gov
	John Vaccaro, IDOT	via email at john.vaccaro@illinois.gov
	Sudud Mahmoud	via email at sudud.mahmoud@illinois.gov
	Greg Ruddy, City of Joliet	via email at gruddy@joliet.gov
	Tony Anczer, City of Joliet	via email at aanczer@joliet.gov



Illinois Department of Transportation

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

Bureau of Design – Consultant Services
Route: FAI 80 (I-80)
Limits: at Center Street
Section: FAI 80 21 Interchange
Contract No: 62R22
County: Will

October 9, 2024

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

Dear Ms. Swisher:

The Illinois Department of Transportation (Department) is writing in response to your September 11, 2024, letter regarding inclusion of the City of Joliet's (City) proposed watermain, storm sewer, sanitary sewer relocations, and interceptor sewer lining as part of the I-80 at Center Street interchange reconstruction project.

As stated in your letter, it was determined that the City has the prior rights for the below listed utilities in the I-80 at Center Street interchange reconstruction improvements footprint:

- 16" water main I-80 crossing at Wheeler Avenue
- Storm sewer, sanitary sewer, and water main on Cochrane Avenue and Raynor Avenue
- Sanitary sewer and watermain on Illinois Street, Market Street, and Jasper Street
- Interceptor sewer at Chicago Street interchange

The Department agrees with the inclusion of the City's proposed utility relocations and the interceptor lining improvements and acknowledges that the relocation of these City owned utilities and the lining of the interceptor sewer are reimbursable costs to the City since the City has prior rights and these utilities will be impacted by the Department's proposed interchange improvements.

The cost of the City owned utility relocations and the interceptor lining which is approximately \$3,600,000.00 will be covered under the construction cost of the Department's project.

Allison M.W. Swisher
October 9, 2024
Page Two

It is our understanding that the City will be responsible to prepare the proposed watermain, storm sewer, sanitary sewer relocations, and interceptor sewer lining design contract plans and specifications 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 December 31, 2024. The Department acknowledges that the design cost, which is approximately \$170,000.00 is reimbursable cost to the City.

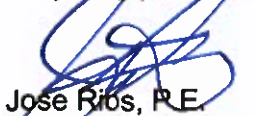
Please note that Department will provide construction management and inspection services for this project including the City's proposed utility relocation and interceptor lining improvements. The Department will coordinate with the City regarding the above listed utilities during construction. Any requirements 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.

If you have any questions or need additional information, please contact Fawad Aqueel, Bureau Chief of Design, at (847) 705-4247 or via email fawad.aqueel@illinois.gov.

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