

IL Route 25
From North Avenue to Hazel Avenue
Kane County
Job No.: N-91-001-26
Agreement No.: JN-126-017
PPS No.: 1-81795-0000

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2026, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF AURORA, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE and the CITY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous in drainage improvements along IL Route 25 between North Avenue and Hazel Avenue, a distance of approximately 3,400 feet, to include new collection structures, new storm sewers, and connecting them to an existing outfall that flows into the Fox River so that stormwater runoff can be removed from the combined sewer system which will provide additional drainage capacity to IL Route 25, hereinafter referred to as the IMPROVEMENT; and

WHEREAS, the CITY has agreed to act as the lead agency in performing the plan preparation, land acquisition, and construction associated with the IMPROVEMENT; and

WHEREAS, the STATE has agreed to participate in construction costs associated with the IMPROVEMENT as agreed to in the letter between the parties dated June 20, 2025, a copy of which is attached hereto as Exhibit A and made a part hereof.

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

1. The CITY agrees to 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 CITY agrees to pay for all construction and engineering costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. The STATE agrees to reimburse the CITY for Construction costs of the drainage improvements along IL Route 25 within the State right-of-way for a maximum amount of \$725,736 towards the IMPROVEMENT; so long as such work does not begin before the date (June 20, 2025) in the Exhibit A letter.
3. Upon completion of the project, and receipt of an invoice based on construction invoices for the IMPROVEMENT, the STATE agrees to pay the CITY 100% of its share of the construction cost of the IMPROVEMENT not to exceed the amount stated in paragraph 3 above.
4. Upon final field inspection of the IMPROVEMENT, the parties mutually agree to continue to maintain their respective maintenance and jurisdiction prior to the agreement.
5. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 IL CS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

6. 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 IMPROVEMENT.

7. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns and incorporates and supersedes all other prior or contemporaneous agreements, written or oral, between the parties on this subject.

CITY OF AURORA

Attest:

CITY Clerk

By: _____
(Signature)

(Print)

By: _____
Print or Type

Title: _____

Date: _____

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: _____

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 |