

AGREEMENT

This Agreement entered into this _____ day of _____, 2016 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 CITY in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of improving FAP Route 349 (US Route 30) at its intersection with Wikaduke Trail Road herein to under City of Aurora jurisdiction referred to as Eola Rd, State Job Number: C-91-235-14, herein after called the IMPROVEMENT; and

WHEREAS, the CITY requests that the STATE financially participate in the IMPROVEMENT and;

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

WHEREAS, the CITY and the STATE are desirous of the IMPROVEMENT in that same will be of immediate benefit to the CITY and STATE residents and permanent in nature;

WHEREAS, The IMPROVEMENT is generally defined as all work associated with the improvement of the U.S. Route 30 at relocated Eola Road which is located approximately 2600 lineal feet southeast of Wolfs Crossing Road. Also included as part of the IMPROVEMENT shall be all work associated with elimination of the U.S. Route 30 at Heggs Road intersection and all other work required to complete the IMPROVEMENT in accordance with the approved plans and specifications.

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

1. The CITY 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 CITY agrees to pay for all right of way, construction and engineering costs, subject to reimbursement by the STATE as hereinafter stipulated.
3. The STATE agrees to pay the CITY for applicable construction costs and preliminary and construction engineering costs associated with the IMPROVEMENT up to a maximum amount of \$1,440,000. Any increase in the STATE's financial participation must be requested in writing and approved prior to any expenditure.
4. Upon execution of this agreement and receipt of an invoice from the CITY, the STATE will pay the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT and will pay to said CITY the remainder of the obligation in a lump sum, upon completion of the IMPROVEMENT based upon final construction and engineering costs.
5. It is mutually agreed that the IMPROVEMENT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
6. The CITY will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the CITY advertising for bids for the IMPROVEMENT.

7. The CITY agrees to obtain the necessary Right of Way in accordance with the following requirements:

A. Any Right of Way required for improvements along US Route 30 shall be acquired in the name of the STATE on standard State forms which will be provided for that purpose in accordance with Land Acquisition Policies and Procedures of the STATE.

B. No award of a contract shall be made to cover construction of the project or any part thereof without first having been made a title approval by the Attorney General of Illinois on each individual parcel of right of way, the consideration for which exceeds \$10,000, including within such construction. A title approval shall be made by the STATE on each parcel of right of way acquired for the project where the consideration is \$10,000 or less. In the event acquisition of the right of way is by condemnation, then such action must be brought in the name of the State by the Attorney General and an Assistant Attorney General appointed by her.

C. All parties engaged in the acquisition of the right of way shall be approved in advance by the STATE.

8. Upon approval of the final plans and specifications by the STATE and the CITY, the CITY agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid.

9. The CITY shall maintain, for a minimum of 3 years after the completion of the IMPROVEMENT, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the

IMPROVEMENT shall be available for review and audit by the Auditor General and the Department. The CITY agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.

10. This AGREEMENT and the covenants contained herein shall be null and void in the event a contract covering any of the engineering and/or construction work contemplated herein is not awarded on or before three (3) years from the date of the execution of this AGREEMENT.
11. 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 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. The CITY agrees to comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and non-discrimination regulations required by the Illinois Department of Transportation.
13. The CITY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CITY shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of STATE assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the STATE deems appropriate.

14. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 30 without the consent of the STATE.

15. The CITY agrees to obtain from the STATE an approved permit for the IMPROVEMENT and to abide by all conditions set forth therein.

16. It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

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 contract.

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.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF AURORA

Attest:

(Signature)

By: _____
(Signature)

(Print or Type)

By: _____
(Print or Type)

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Randall S. Blankenhorn
Secretary of Transportation

By: _____
Jeff Heck, Chief Fiscal Officer
Director of Finance & Administration

Date: _____

Date: _____

By: _____
Priscilla A. Tobias, P.E.
Director, Office of Program Development

By: _____
William M. Barnes
Chief Counsel

Date: _____

Date: _____

TIN CERTIFICATION

The CITY certifies that:

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

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

The CITY's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 36-6005778

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 Corporation providing or billing medical and/or health care services | <input type="checkbox"/> | Pharmacy (Non Corp.) |
| <input type="checkbox"/> | Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> | Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> | Other _____ | <input type="checkbox"/> | Limited Liability Company (select applicable tax classification) |
- D= Disregarded entity
 C= Corporation
 P= Partnership