

**AGREEMENT FOR THE INSTALLATION OF TRAFFIC SIGNALS AT THE  
INTERSECTION WITH RENWICK ROAD (CH 36) AND THE DUKE REALTY  
ACCESS IN THE COUNTY OF WILL**

**WHEREAS**, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

**WHEREAS**, the Village of Romeoville is a Municipal Corporation and situated in Will County, (hereinafter referred to as “VILLAGE”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority in the exercise of this Agreement; and

**WHEREAS**, Duke Realty Limited Partnership, (hereinafter referred to as “CORPORATION”), is a limited partnership; and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the COUNTY, VILLAGE, and CORPORATION, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving the intersection of County Highway 36 (Renwick Road) and DUKE REALTY ACCESS with the installation of traffic signals, pedestrian heads, and other appurtenant work as set forth on Exhibit A attached hereto and incorporated herein (hereinafter referred to as “IMPROVEMENT”),

**WHEREAS**, County Highway 36 (Renwick Road) is under the jurisdiction of the COUNTY; and

**WHEREAS**, the DUKE REALTY ACCESS is a private access road 1950 feet East of Borio Drive and will be under jurisdiction of CORPORATION;

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, VILLAGE, and CORPORATION (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree that the IMPROVEMENTS shall be constructed by CORPORATION under permit with the COUNTY.

2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY'S standard maintenance contract and shall invoice CORPORATION for said routine maintenance costs on a monthly basis. Routine maintenance shall initially be invoiced to the CORPORATION at a total rate of \$150.00 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days written notice of the increase to the CORPORATION.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice the CORPORATION for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. CORPORATION shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CORPORATION on a monthly basis. Energy costs invoiced to CORPORATION shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days written notice of the increase to CORPORATION.
5. VILLAGE shall at its sole expense be responsible for the future maintenance of the emergency vehicle preemption system to be installed with the IMPROVEMENTS.
6. The CORPORATION agrees to indemnify and hold harmless the COUNTY and VILLAGE from any liability, action, claim judgement or award arising from the construction of the IMPROVEMENTS. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any liability, action, claim judgement or award arising from the construction, maintenance, or use of the emergency vehicle preemption system.
7. All PARTIES agree that the COUNTY shall be responsible for traffic signal timing.
8. The COUNTY shall retain jurisdiction of Renwick Road.
9. If the State of Illinois adopts any amendment, addition, deletion or other change to the "ILLINOIS SUPPLEMENT TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", CORPORATION, at its sole expense, shall

make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.

10. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
11. This document shall be the final embodiment of the Agreement by and between the COUNTY, VILLAGE, and CORPORATION. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY, VILLAGE, and CORPORATION.
12. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
13. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
15. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer  
Will County Division of Transportation  
16841 West Laraway Road  
Joliet, IL 60433

Will County State's Attorney  
Attention: Civil Division  
57 N. Ottawa Street, 5<sup>th</sup> Floor  
Joliet, Illinois 60432

If to Romeoville:

Village of Romeoville  
Attention: Village Engineer  
1050 West Romeo Road  
Romeoville, IL 60446

\_\_\_\_\_  
Village Attorney  
\_\_\_\_\_  
\_\_\_\_\_

If to CORPORATION:

Duke Realty Corporation  
Attn: Lisa Starceovich  
1301 West 22<sup>nd</sup> Street, Suite 800  
Oak Brook, Illinois 60523

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

16. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.
17. CORPORATION understands and agrees that the COUNTY and VILLAGE, as public bodies, are subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 104/1 et seq., (FOIA) and certain information with respect to this Agreement may be subject to disclosure in whole or in part under FOIA. CORPORATION acknowledges the requirements of FOIA and agrees to comply with all requests made by the COUNTY or VILLAGE for public records (as that term is defined by Section 2(c) of FOIA) in the CORPORATION'S possession and provide the requested public records to the COUNTY and/or VILLAGE within two (2) business days of the request being made by the COUNTY or VILLAGE. CORPORATION agrees to indemnify and hold harmless the COUNTY or VILLAGE, as the case may be, from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or related to its failure to provide the public records to the COUNTY or VILLAGE under this Contract.

**Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**WILL COUNTY**

**ATTEST**

\_\_\_\_\_  
Will County Executive

\_\_\_\_\_  
Will County Clerk  
(Seal)

**Dated at Romeoville, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**VILLAGE OF ROMEOVILLE**

**ATTEST**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Clerk

**DUKE REALTY**

**Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.**

Duke Realty Limited Partnership, an Indiana limited partnership

By: Duke Realty Corporation  
an Indiana corporation, its general partner  
d/b/a Duke Realty of Indiana Corporation

By \_\_\_\_\_  
Susan Bergdoll  
Senior Vice President