

FAI Route 55 &  
FAP Route 856 (Weber Road)  
State Section: (99-1HB-1) R-1  
County; Will  
Job No. : C-91-009-14  
Contract No.: 60X10  
JN-116-026

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF  
ROMEOVILLE of the State of Illinois, hereinafter called the VILLAGE

## WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of reconstructing the Interstate Route 55  
interchange with Weber Road (CH 88) to include a new bridge structure and  
redecking the existing bridge structure, reconstructing the existing ramps and  
widening and resurfacing Weber Road to provide a Diverging Diamond Interchange.  
The improvement also includes widening and resurfacing of Weber Road from 119<sup>th</sup>  
Street/Rodeo Drive to Normantown Road to provide three through lanes in each  
direction separated by a median, modernization of traffic signals at five intersections,  
sidewalk, shared use paths, roadway lighting, drainage improvements and all other  
collateral work necessary to complete the project known as STATE Job No.: C-91-  
009-14, STATE Contract No.: 60X10, STATE Section (99-1HB-1) R-1; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

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

1. The STATE 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 STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof..
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including

any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

5. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient, to cover said cost.
6. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as Exhibit C.
7. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
8. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
9. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).

10. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility on STATE right of way relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
11. Upon final field inspection of the improvement and so long as Weber Road (CH 99) is used as a Will County (COUNTY) Highway, the COUNTY has agreed to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes and including complete decks and wearing surfaces, pavements markings, all rail and all drainage components above the structural beams and girders of the bridges carrying Weber Road over Interstate Route 55. The STATE agrees to maintain the Interchange Highway Lighting, the ramps exiting and entering Interstate Route 55 and the sub-structures of the bridges carrying Weber Road over Interstate Route 55.
12. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the COUNTY or STATE, including new and existing sidewalks, parkways, crosswalk and stopline markings, VILLAGE owned utilities including appurtenances thereto, and highway lighting not maintained by the STATE, including furnishing the electrical energy thereof.
13. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Weber Road.

Drainage facilities, if any, at the aforementioned side roads located within the STATE or COUNTY right-of-way shall be the joint maintenance responsibility of the STATE or COUNTY and the VILLAGE unless there is an agreement specifying different responsibilities.

14. The VILLAGE agrees to assume responsibility for the administration, control, reconstruction and maintenance of the sidewalk and shared use path not otherwise carried on State structures. The VILLAGE further agrees to indemnify and hold harmless the State, its officers, employees, and agents from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature and description arising from, growing out of, or connected with the operation of the sidewalk or shared use path.

If, in the future , the STATE adopts a roadway or traffic signal improvement on Interstate Route 55 or Weber Road which requires modification, relocation or reconstruction to said shared use path, then the VILLAGE hereby agrees to be financially responsible for its proportionate share of costs to modify, relocate or reconstruct said shared use path in conjunction with the STATE's proposed improvement.

15. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the existing Master Agreements executed by the STATE with the VILLAGE, the COUNTY and the village of Bolingbrook (respectively).

16. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE at the intersections of Weber Road with the eastbound and westbound ramps at Interstate Route 55 and at Normantown Road, either with its own forces or through an ongoing contractual agreement. The COUNTY shall be responsible for the maintenance of the traffic signals at the Weber Road intersections with 119<sup>th</sup> Street/Rodeo Drive and Remington Road/Windham Parkway.
17. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which are maintained by the STATE which require modernization or reconstruction to said traffic signals then the VILLAGE, agrees to be financially responsible for its share of the traffic signals in conjunction with the STATE's proposed improvement. All costs associated with the installation, future maintenance or replacement of non-standard Department equipment, finish or hardware shall be the sole responsibility of the VILLAGE. This includes, but is not limited to, painting of the signal hardware, aesthetic poles, audible pedestrian signals, etc. The VILLAGE shall be required to use the Department's electrical maintenance contractor to perform maintenance functions or apply for a highway permit to do this work.
18. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

19. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009349 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Romeoville  
1050 West Romeo Road  
Romeoville, IL 60446

**Remainder of this page is intentionally left blank**

Obligations of the STATE and the VILLAGE 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.

VILLAGE OF ROMEOVILLE

By: \_\_\_\_\_  
(Signature)

Attest:

\_\_\_\_\_  
Clerk  
  
(SEAL)

By: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Anthony J. Quigley, P.E.  
Region One Engineer

Date: \_\_\_\_\_

Job No.: C-91-009-14  
Agreement No.: JN-116-026



## PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of the Interstate Route 55 / Weber Road Interchange known as STATE Contract No.: 60X10, STATE Section (99-1HB-1) R-1, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

REVISED ESTIMATE OF COST Contract 60X10 December 05, 2016

Type of Work	FEDERAL NHPP		STATE		WILL COUNTY		VILLAGE OF BOLINGBROOK		FEDERAL STP		VILLAGE OF ROMEDEVILLE		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$24,363,000	90%	\$2,707,000	10%		N/A%		N/A%		N/A%		N/A%	\$27,070,000
P&C Engineering (15%)	\$3,654,450	90%	\$406,050	10%		N/A%		N/A%		N/A%		N/A%	\$4,060,500
<b>ROADWAY, SHARED USE PATH &amp; SIDEWALK</b>													
Reconstruction of Weber Road and all appurtenances including sidewalks and shared use path North of Remington Boulevard/Windham Parkway to 119th Street/Rodeo Drive		N/A%		N/A%	\$12,500,000	100%		N/A%		N/A%		N/A%	\$12,500,000
Construction Engineering (10%)		N/A%		N/A%	\$1,250,000	100%		N/A%		N/A%		N/A%	\$1,250,000
Roadway - Normantown / Brunswick		N/A%		N/A%		N/A%		N/A%	\$12,000	80%	\$3,000	20%	\$15,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$1,800	80%	\$450	20%	\$2,250
Sidewalk, West side - South of Remington / Windham	\$36,000	90%		N/A%		N/A%	\$4,000	10%		N/A%		N/A%	\$40,000
P&C Engineering (15%)	\$5,400	90%		N/A%		N/A%	\$600	10%		N/A%		N/A%	\$6,000
Sidewalk, East side - North of Remington / Windham		N/A%		N/A%		N/A%		N/A%	\$32,000	80%	\$8,000	20%	\$40,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$4,800	80%	\$1,200	20%	\$6,000
Sidewalk, East side - South of Remington / Windham	\$90,000	90%		N/A%		N/A%		N/A%		N/A%	\$10,000	10%	\$100,000
P&C Engineering (15%)	\$13,500	90%		N/A%		N/A%		N/A%		N/A%	\$1,500	10%	\$15,000
Shared-use Path, East side - South of Remington / Windham	\$216,000	90%		N/A%		N/A%		N/A%		N/A%	\$24,000	10%	\$240,000
P&C Engineering (15%)	\$32,400	90%		N/A%		N/A%		N/A%		N/A%	\$3,600	10%	\$36,000
<b>TRAFFIC SIGNALS</b>													
Weber Rd at 119th St / Rodeo Dr		N/A%		N/A%	\$350,000	100%		N/A%		N/A%		N/A%	\$350,000
Construction Engineering (10%)		N/A%		N/A%	\$35,000	100%		N/A%		N/A%		N/A%	\$35,000
Weber Rd at Remington Blvd / Windham Pkwy	\$315,000	90%		N/A%	\$17,500	5.0%	\$8,750	2.5%		N/A%	\$8,750	2.5%	\$350,000
Preliminary Engineering (5%)	\$15,750	90%	\$875	5%		N/A%	\$438	2.5%		N/A%	\$438	2.5%	\$17,500
Construction Engineering (10%)	\$31,500	90%		N/A%	\$1,750	5.0%	\$875	2.5%		N/A%	\$875	2.5%	\$35,000
Emergency Vehicle Pre-emption System		N/A%		N/A%		N/A%	\$10,400	100%		N/A%		N/A%	\$10,400
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$1,560	100%		N/A%		N/A%	\$1,560
I-55 at Weber Rd Southbound Exit / Entrance Ramps	\$292,500	90%	\$32,500	10%		N/A%		N/A%		N/A%		N/A%	\$325,000
P&C Engineering (15%)	\$43,875	90%	\$4,875	10%		N/A%		N/A%		N/A%		N/A%	\$48,750
Emergency Vehicle Pre-emption System		N/A%		N/A%		N/A%		N/A%	\$8,000	80%	\$2,000	20%	\$10,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$1,200	80%	\$300	20%	\$1,500
I-55 at Weber Rd Northbound Exit / Entrance Ramps	\$292,500	90%	\$32,500	10%		N/A%		N/A%		N/A%		N/A%	\$325,000
P&C Engineering (15%)	\$43,875	90%	\$4,875	10%		N/A%		N/A%		N/A%		N/A%	\$48,750
Emergency Vehicle Pre-emption System		N/A%		N/A%		N/A%		N/A%	\$8,000	80%	\$2,000	20%	\$10,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$1,200	80%	\$300	20%	\$1,500
Weber Rd at Normantown Rd	\$315,000	90%		N/A%		N/A%		N/A%		N/A%	\$35,000	10%	\$350,000
P&C Engineering (15%)	\$47,250	90%		N/A%		N/A%		N/A%		N/A%	\$5,250	10%	\$52,500
Emergency Vehicle Pre-emption System		N/A%		N/A%		N/A%		N/A%	\$8,000	80%	\$2,000	20%	\$10,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$1,200	80%	\$300	20%	\$1,500
<b>ROADWAY LIGHTING &amp; LED STREET NAME SIGNS</b>													
Bolingbrook Limits		N/A%		N/A%		N/A%	\$94,000	100%		N/A%		N/A%	\$94,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$14,100	100%		N/A%		N/A%	\$14,100
Romeoville Limits		N/A%		N/A%		N/A%		N/A%	\$232,000	80%	\$58,000	20%	\$290,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$34,800	80%	\$8,700	20%	\$43,500
<b>TOTAL</b>	<b>\$29,808,000</b>		<b>\$3,188,675</b>		<b>\$14,154,250</b>		<b>\$134,723</b>		<b>\$345,000</b>		<b>\$175,663</b>		<b>\$47,806,310</b>

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

Exhibit B  
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF ROMEOVILLE (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of the Interstate Route 55 / Weber Road Interchange, known as STATE Contract No.: 60X10, State Section No.: (99-1HB-1) R-1; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of One Hundred Seventy Five Thousand Six Hundred Sixty Three Dollars (\$175,663.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project, based on final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS )  
COUNTY OF WILL )

I, \_\_\_\_\_, Village Clerk in and for the Village of Romeoville hereby certify  
the foregoing to be a true perfect and complete copy of the resolution adopted by the  
Romeoville Village Board at a meeting on \_\_\_\_\_, 201\_ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 201\_ A.D.

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Clerk

(SEAL)

EXHIBIT C  
ORDINANCE PROHIBITING THE DISCHARGE  
OF SANITARY AND INDUSTRIAL WASTE INTO  
ANY STORM SEWER OR DRAINAGE FACILITY  
CONSTRUCTED AS A PART OF THE  
I-55 / WEBER ROAD INTERCHANGE IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the Interstate Route 55 / Weber Road Interchange and Weber Road between 119<sup>th</sup> Street/Rodeo Drive and Normantown Road in the County of Will; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; and

WHEREAS, a portion of the project runs through the Village of Romeoville, now therefore;

BE IT ORDAINED BY THE VILLAGE BOARD OF THE VILLAGE OF ROMEOVILLE, COUNTY OF WILL, STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the I-55 / Weber Road Interchange improvement, said limits of improvement being on Weber Road between 119<sup>th</sup> Street/Rodeo Drive and Normantown Road, and a portion of which passes through the Village of Romeoville.

Section 2. The Village Clerk of the Village of Romeoville is authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 201\_, by and between the State of Illinois and the Village of Romeoville relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF ROMEOVILLE, COUNTY OF WILL, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 201\_

\_\_\_\_\_  
MAYOR/PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK