



AGREEMENT
CENTENNIAL ROUTE 66 DIRECTIONAL WAYSIDE
EXHIBIT PROJECT/INSTALLATION AND MAINTENANCE

City of Joliet
150 W. Jefferson Street; Joliet, IL 60432
Wayside Location: 920 N. Broadway Street; Joliet, IL 60432

This Agreement is entered into with the effective date of April 1, 2025, by and between the following parties:

- **City of Joliet** (hereinafter the “City”), an Illinois municipal corporation with its principal address at 150 West Jefferson Street, Joliet, IL 60432.
- **Great Rivers and Routes Tourism Bureau** (hereinafter the “Tourism Bureau”), with its principal address at 111 East 4th Street, Suite 315, Alton, IL 62002
- **Ace Sign Company** (hereinafter the “Contractor”), with its principal address at 2540 South 1st Street, Springfield, IL 62704.

RECITALS

WHEREAS, the Great Rivers and Routes Tourism Bureau has made grant funds available to the City for the purpose of developing a statewide Route 66 Centennial Signage Project to promote tourism along Route 66 in Illinois;

WHEREAS, the City, Tourism Bureau, and Contractor (hereinafter collectively referred to as “Parties”) desire to execute an agreement establishing the Parties’ rights and responsibilities with respect to the installation, maintenance, and ownership of the Route 66 Centennial Signage Project located along or near the Route 66 Area, as specifically described below;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Responsibilities of the Tourism Bureau

- The Tourism Bureau agrees to cover all costs associated with this project including design, build, and installation costs with the Contractor.
- The Tourism Bureau shall have no responsibility for oversight of the Contractor or the Signage and is not a party to any contractual relationship between the City and the Contractor beyond the terms set forth in this Agreement.

Responsibilities of the City

- The City will be responsible for all approvals at the local level to accept Route 66 Centennial Signage Project.
- Upon successful installation and completion of Route 66 Centennial Signage, City agrees to not remove or otherwise alter the Sign. The City Shall be held liable for any damage to the Sign, including graffiti or vandalism; and the City will be responsible for any repairs or restoration going forward.
- City acknowledges sign placement approval from each community contact must be received in order to meet the June 30th completion date by no later than April 18, 2025.

Responsibility of the Contractor

- The Contractor shall provide the Preliminary Design to the City for review and approval prior to commencing work on the property identified by the City.
- The Contractor agrees to design and install the Sign at the Property in accordance with the City approved Preliminary Design, as identified by Exhibit A.
- The Contractor shall complete installation by June 30, 2025.
- The Contractor shall provide all materials, equipment, and labor necessary to complete the Route 66 Centennial Signage Project, unless otherwise agreed in writing by the City.
- Provide proof of insurance and otherwise described in this Agreement.
- Provide a valid and current IRS W-9 form to the City.

Intellectual Property and Usage Rights

- The Tourism Bureau retains copyright ownership of the Signage. However, the Tourism Bureau grants the City and the Contractor a perpetual, royalty-free license to photograph, reproduce, copy, and publicly display images of the Signage for commercial and non-commercial purposes, including promotional and educational uses.

Independent Party

- Contractor is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent or servant of the Tourism Bureau or City.
- All people engaged in any of the work or services performed by or for Contractor pursuant to this Agreement shall always, and in all places, be subject to Contractor's direction, supervision, and control as an employee or agent of Contractor.
- Contractor shall exercise control over the means and manner in which its employees perform the work, and in all respects, Contractor's relationship, and the relationship of its employees to Tourism Bureau or City shall be that of an independent party and not as employees or agents of Tourism Bureau or City.
- Services performed by Contractor pursuant to this Agreement are solely for the benefit of the Tourism Bureau or City.

- Nothing contained in this Agreement creates any duties on the part of Contractor toward any other party.

Insurance

- Contractor shall have and maintain in full force and effect the following insurance during and throughout the Term of this Agreement and shall furnish to Tourism Bureau and City Certificates of Insurance documenting that insurance coverage has been obtained by Contractor which meets the following requirements:

Workers' Compensation

Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Illinois Law and Federal Law. The insurance policy must include Employer' Liability with a limit of no less than the following: \$100,000 for each accident, \$100,000 for each employee, and \$500,000 for disease.

Commercial General Liability.

Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL insurance with limits of not less than \$1,000,000 each occurrence. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, personal injury, and advertising injury.

Additional Requirements

- Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities.
- The formal insurance certificates shall include Tourism Bureau and City, or their, agents, employees, and volunteers as "Additional Insureds" for claims caused by the negligent acts or omissions of Contractor.

Indemnification

Each party agrees to indemnify and hold harmless the other parties from and against any and all claims, liabilities, damages, or expenses arising from the negligent or intentional acts or omissions of the indemnifying party in connection with this Agreement.

Assignment

This Agreement may not be assigned by Contractor to any other person or entity without the prior written consent of the City.

Severability

To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Entire Agreement

This Agreement is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements, and representations.

Amendment or Waiver

This Agreement may be changed, discharged, or terminated only by writing, and signed by all parties hereto. No waiver of any provision of or performance, right or obligation under this Agreement shall be valid except when delivered to the other party to this Agreement pursuant to the provisions of this Agreement. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any further occasion.

Governing Law

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Illinois without giving effect to the conflict of laws principles thereof. Venue of any litigation shall be exclusively in the Circuit Court of Will County, Illinois.

Termination

This Agreement may be terminated by mutual written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement and agreed to the effective date as of the date first written above.

TOURISM BUREAU

Great Rivers & Routes Tourism Bureau
Cory M Jobe, President/CEO
111 East 4th Street, Suite 315
Alton, IL 62002
cjobe@riversandroutest.com

CONTRACTOR

Ace Sign Company
Scott Bringuet, Owner
2540 South 1st Street
Springfield, IL 62704
scott@acesignco.com

By: _____

By: _____

Date: _____

Date: _____

CITY

City of Joliet
Beth Beatty, City Manager
150 W. Jefferson Street
Joliet, IL 60432
bbeatty@joliet.gov

By: _____

Date: _____

EXHIBIT A
[Signage Design]

Option 1



Option 2

