



Memo

TO: Mayor Manier and City Council
FROM: Ed Andrews, PE
Public Works Director
SUBJECT: IDOT - Traffic Signal Modernization at BR-24 and Cummings Lane
DATE: April 14, 2017

On April 12th, 2017, the City received a petition from IDOT to cost share with them on a signal component replacements at US Route 24 (Boyd Parkway) and North Cummings Lane. This work includes modifying the controller cabinet, installing new signal heads, backplates and a battery backup system (BBS).

The City has a standing cost share agreement with IDOT, whereby a portion of the project is cost shared with the intersecting local roadway jurisdiction, in this project's case 10%. The City's cost share of this project is **\$1,840**.

A request to waiver second reading is also being made since IDOT has this project on their June 16th bid letting and needs an approved commitment in advance of it.

This matter has been placed on the agenda for the City Council meeting of Monday, April 17, 2017, for review and consideration.

cc: File

ORDINANCE NO. _____

Synopsis: This ordinance will authorize the approval and execution of an agreement between the City of Washington and the Illinois Department of Transportation regarding the upgrades of the existing intersection which includes modifying the controller cabinet, installing new signal heads, backplates and a battery backup system (BBS). Among other things, the agreement obligates the city to pay \$1,840 for the construction of the improvements at US Route 24 and North Cummings Lane.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, TO ENTER INTO AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING INTERSECTION SIGNAL IMPROVEMENTS

WHEREAS, the Illinois Department of Transportation and the City of Washington, IL have previously agreed to the construction of improvements to the intersections of US Route 24 and North Cummings Lane; and

WHEREAS, the parties need to enter an Agreement outlining each party's respective responsibilities concerning the project as presently defined and determining the city's estimated cost for the project improvements; and

WHEREAS, it is deemed to be in the best interest of the residents of the City of Washington to enter into such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. That pursuant to the City's home rule authority, the Agreement between the City of Washington and the Illinois Department of Transportation, a copy of which is attached hereto, marked Exhibit "A", and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto and marked Exhibit "A", and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That the City Controller and City Treasurer are hereby authorized to make the initial payment to IDOT in accordance with the terms of the Agreement.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Section 5. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this 17th day of April, 2017.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

April 11, 2017

PROJECT SUPPORT JOINT AGREEMENT

Various Routes

State Section: D4 Electrical 2017

Village Section: 17-00121-88-TL

Peoria and Tazewell Counties

Location: Replacement and installation of Traffic Signal
components at various locations

Agreement No.: JN-417-006

Contract No. 68D43

Catalog No.: 035433-00D

Mr. Ed Andrews
City Engineer
City of Washington
301 Walnut Street
Washington, IL 61571

Dear Mr. Andrews:

Enclosed are three (3) copies of a Joint Agreement, which describes the above-captioned project for the replacement and installation of Traffic Signal components at various locations and the degree to which the state and the city of Washington will be participating.

The Agreement draft has been reviewed by our Peoria office and is ready for signature. If you concur with the conditions set forth in the Agreement, please have the mayor sign and return two (2) copies along with copies of all required ordinances/resolutions. Upon receipt of these copies we will assume the city of Washington concurs in all conditions stated therein.

Also enclosed is copy of the plans and a form for plan approval for your use, if so desired. We need this form, letter or resolution of approval submitted with the Joint Agreement. This project is scheduled for our June 16, 2017 letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kensil A. Garnett'.

Kensil A. Garnett, P.E.
Region Three Engineer

RH:mmp\\s:\mgr1\winword\progdev\agreements\letters\local agency\jn417003 washington.docx

Enclosure(s)

cc: Studies & Plans (M. Lewis)
Programming (T. Worsfold)
Agreements (R. Hopper)

Various Routes
Section: D4 Electrical 2017
City Section: 17-00121-88-TL
Peoria & Tazewell Counties
Location: Replacement and installation of Traffic Signal
components at various locations
Job No. C-94-022-17
Contract No. 68D43
Catalog No.: 035433-00D
Agreement No. JN-417-006

AGREEMENT

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

WITNESSETH

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of modernizing existing traffic signals at the intersection of US Route 24 and Cummings Lane by modifying an existing controller cabinet, by installing signal heads, backplates, a battery backup system, and by performing all other work necessary to complete the improvements in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvements in that same will be of immediate benefit to the motoring and pedestrian public 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, 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 plans, specifications and contract.
2. The STATE agrees to pay all Construction and engineering costs subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost proration for this improvement is as follows:

<u>TYPE OF WORK</u>	<u>STATE COST (%)</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals @ US 24 & Cummings Lane	14,400 (90)	1,600 (10)	16,000
Preliminary Eng. (5%)	74 (90)	80 (10)	800
Construction Eng. (10%)	1,440 (90)	160 (10)	1,600
TOTALS	\$16,560	\$1,840	\$18,400

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating within its 2017 budget sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this Agreement, and will pay to the said DEPARTMENT 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.

The CITY 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 A" proves to be insufficient to cover said cost.

5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans and specifications, by resolution or letter.
6. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE.
7. The CITY 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.
8. Upon final inspection of the improvement, the STATE and CITY will continue their respective maintenance and electrical energy responsibilities for the traffic signals at the intersection of US Route 24 and Cummings Lane in accordance with the existing Master Agreement executed on July 1, 2011 or in accordance with any such Master Agreement that may be executed in the future.
9. The parties hereby mutually agree that the obligations of the parties will cease immediately without penalty 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.
10. 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 three years subsequent to execution of the Agreement.

Various Routes
Section: D4 Electrical 2017
City Section: 17-00121-88-TL
Peoria & Tazewell Counties
Location: Replacement and installation of Traffic Signal
components at various locations
Job No. C-94-022-17
Contract No. 68D43
Catalog No.: 035433-00D
Agreement No. JN-417-006

11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002187 and the CITY is doing business as a municipality whose mailing address is 301 Walnut Street, Washington, IL 61571.

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

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

CITY OF WASHINGTON

By: _____
Kensil A. Garnett, P.E.
Region Three Engineer

By: _____
Gary Manier, Mayor

Date: _____

Date: _____

Attest: _____
Patricia Brown, City Clerk

(SEAL)

Various Routes
Section: D4 Electrical 2017
City Section: 17-00121-88-TL
Peoria & Tazewell Counties
Location: Replacement and installation of Traffic Signal
 components at various locations
Agreement No. JN-417-006
Contract No. 68D43
Catalog No.: 035433-00D

I approve the portions of the final plans for the above-captioned project that
pertain to the maintenance obligations of the city of Washington.

Gary Manier, Mayor

Date



**Illinois Department
of Transportation**

Agreement Funding Method Payment

Route: Various

Agreement No.: JN-417-006

Section: D4 Electrical 2017

Catalog No.: 035433-00D

Counties: Peoria & Tazewell

Resolution No.: _____

**EXHIBIT "A"
FUNDING RESOLUTION**

WHEREAS, the CITY of WASHINGTON (CITY) has entered into an AGREEMENT with the State of Illinois for the replacement and installation of Traffic Signal components at various locations, and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY 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 thousand eight hundred forty Dollars (\$1,840), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY 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 CITY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to the said DEPARTMENT the remainder of the obligation in a lump sum, upon completion of the projected based on final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide 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)
) ss
COUNTY OF TAZEWELL)

I, _____, CITY Clerk in and for the CITY OF WASHINGTON, State of Illinois, hereby certify the foregoing to be a true, perfect, and complete copy of the resolution adopted by the CITY at its meeting on _____, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, AD., 2017.

Patricia Brown, City Clerk

(SEAL)

ATTACHMENT 1
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: 37-6002187

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 |

Signature _____ Date _____

REPLACEMENT AND INSTALLATION OF VARIOUS TRAFFIC SIGNAL COMPONENTS AT VARIOUS LOCATIONS IN VARIOUS COUNTIES