



2232 E. WASHINGTON ST. East Peoria, Illinois 61611 . Phone (309) 698-4716 FAX (309) 698-4730

Commissioners
Dan Decker Mike Sutherland

TO: The Honorable Mayor and the City Council

FROM: Ric Semonski, Supervisor of Streets

DATE: January 12, 2021

SUBJECT: Agreement for Dilemma Zone protection and LED Lighting at three locations.

DISCUSSION:

At three locations; 116 @ Centennial Dr, 116 @ Mariner's Way and 116 @ Marina Dr. intersection/ traffic signal maintenance is shared by agreement with the Illinois Department of Transportation. All three locations will be updated with dilemma zone detection. The Mariner's Way intersection will also be upgraded with LED lighting.

Dilemma zones are areas prior to a signalized intersection in which drivers are forced to make a critical decision as to what their action will be when approaching a yellow signal light. Many times, the choice is to try to speed up and out run an impending red light or abruptly stop to avoid the red light, both reactions are major contributors to accidents at signalized intersections.

Devices mounted on traffic signal poles can monitor the dilemma zone and make signal timing changes taking into consideration a vehicles speed and distance thus decreasing the potential for accidents. These devices can also monitor more than one vehicle in order to make signal timing changes that take into consideration multiple vehicle speeds and distances.

The Illinois Department of Transportation has included the three above mentioned City intersections in a larger scale contract involving multiple agency intersections. The engineer's pre-bid estimated cost for the City's portion is \$4,830 with a not-to-exceed 125% of the agency estimated construction and engineering cost. **You are approving spending \$4,830 and depending on the final award/completion cost, the City's cost will not exceed 125% or \$6,038.** The States share for the City intersections is between \$113,570 and \$141,963 depending on final award/completion cost.

RECOMMENDATION: I recommend that the City approve the Agreement between the City and the Illinois Department of Transportation as summarized above and described in the attached agreement.

“EAST PEORIA-HOME OF THE FESTIVAL OF LIGHTS”

RESOLUTION NO. 2021-085

East Peoria, Illinois

_____, **2021**

RESOLUTION BY COMMISSIONER _____

A RESOLUTION AUTHORIZING THE CITY OF EAST PEORIA TO ENTER INTO AN AGREEMENT WITH IDOT FOR INSTALLATION OF DILEMMA DETECTION DEVICES IN TRAFFIC SIGNALS FOR ROUTE 116 INTERSECTIONS AND RELATED FUNDING APPROPRIATION

WHEREAS, the maintenance of various intersections in the City of East Peoria on State and Federal routes through East Peoria is governed by an Intergovernmental Agreement dated June 2011 between the Illinois Department of Transportation (“IDOT”) and the City (the “Master Agreement”); and

WHEREAS, under the Master Agreement, the City is obligated to pay a percentage of the costs associated with maintaining roadway intersections with State and Federal routes in East Peoria; and

WHEREAS, with the use of available federal funding, IDOT has proposed maintenance and improvements to traffic signals at the intersections of Illinois Route 116 and Centennial Drive, Illinois Route 116 and Mariners Way, and Illinois Route 116 at Marina Lane in East Peoria, which maintenance and improvements will consist of adding dilemma detection devices to the traffic signals for these intersections and upgrading to LED lighting at the Mariners Way intersection (the “Traffic Signal Upgrade Project”); and

WHEREAS, while the major portion of the cost associated with the Traffic Signal Upgrade Project and any related road improvements to these intersections will be paid by Federal funding and State funding, the City is obligated to pay a small portion of some of the Project costs, and these Project costs are split between the City and the State in accordance with the Master Agreement; and

WHEREAS, a Joint Agreement for the Traffic Signal Upgrade Project between IDOT and the City has been prepared, allocating \$4,830 of the \$851,000 total Project cost to the City, and the Joint Agreement is attached hereto and incorporated by reference as “Exhibit A” (the “IDOT Joint Agreement”); and

WHEREAS, under the terms of the IDOT Joint Agreement, the maximum cost that could be incurred by the City in relation to the Traffic Signal Upgrade Project is \$6,038 (being 125% of the estimated City cost for the Project of \$4,830); and

WHEREAS, under the terms of the IDOT Joint Agreement, it is necessary for the City to appropriate sufficient funds to pay the City's share of the cost of the Traffic Signal Upgrade Project; and

WHEREAS, the City Council for the City of East Peoria hereby finds that it is in the best interests of the City to enter into the IDOT Joint Agreement for the Traffic Signal Upgrade Project and to appropriate the required funding of \$4,830 (up to a maximum of \$6,038) for the City's share of the cost of the Traffic Signal Upgrade Project;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The above recitations are found to be true and correct.

Section 2. The IDOT Joint Agreement for the Traffic Signal Upgrade Project is hereby approved.

Section 3. On behalf of the City, the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the IDOT Joint Agreement, attached hereto as Exhibit A and any related IDOT agreements or documentation, together with such changes therein as the Mayor in his discretion deems appropriate and necessary, for undertaking the Traffic Signal Upgrade Project as provided herein.

Section 4. The City Council for the City of East Peoria hereby appropriates the sum of Four Thousand Eight Hundred Thirty Dollars (\$4,830), or up to Six Thousand Thirty-eight Dollars (\$6,038) should additional funding become necessary, from any money now or hereafter allotted to the City for the City's share of the cost of the Traffic Signal Upgrade Project as provided in the IDOT Joint Agreement.

Section 5. On behalf of the City, the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, the IDOT resolution document attached hereto and included in Exhibit A (the "IDOT Resolution") and any related IDOT agreements or documentation, together with such changes therein as the Mayor in his discretion deems appropriate and necessary, for funding the City's share of the Traffic Signal Upgrade Project as provided in the IDOT Joint Agreement.

Section 6. Upon award of the contract for completing the improvements for the Traffic Signal Upgrade Project, the City shall pay to IDOT in a lump sum from any funds allotted to the City for this Project in an amount equal to 80% of the City's share under the IDOT Joint Agreement, and the City will pay IDOT the remainder of the City's share in a lump sum upon completion of the Project based upon final cost incurred for the Project.

Section 7. The City Council further agrees to pass a supplemental resolution to provide necessary funds for the City's share of the cost of Traffic Signal Upgrade Project if the amount appropriated herein by the City proves to be insufficient to cover the City's share of the final cost incurred for the Project.

Section 8. This Resolution shall be in full force and effect immediately upon its passage and approval by the City Council.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**IDOT Joint Agreement for Traffic Signal Upgrade Project
(Illinois Route 116 Intersections)
and
IDOT Resolution for Funding City's Share of Project Costs**

Various Routes
Section: D4 Signal Installation 2021
Various Counties
Installation of dilemma zone detection and
LED lighting at various intersections
Job No. C-94-011-21
Contract No. 68G06
Catalog No.: 036122-00D
Agreement No.: JN-421-003

AGREEMENT

This Agreement, entered into this _____ day of _____, A.D., 2020, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF EAST PEORIA, 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 traffic signals as shown in "Attachment 1" attached hereto and made a part hereof, by installing dilemma zone detection systems at three (3) intersections: IL 116 & Centennial Drive, IL 116 and Marina Lane and IL 116 & Mariners Way, and LED lighting at IL 116 & Mariners Way, as shown in the attached plans, 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 the plans and specifications within the 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>FEDERAL COST (%)</u>	<u>STATE COST</u>	<u>CITY COST (%)</u>	<u>TOTAL COST</u>
Modernize Traffic Signals at IL 116 & Marina Lane & IL 116 & Centennial Dr	56,700 (90)	4,200 (6.7)	2,100 (3.3)	63,000
Prelim Engineering (5%)	0	3,045 (96.7)	105 (3.3)	3,150
Const Engineering (10%)	5,670 (90)	420 (6.7)	210 (3.3)	6,300
Modernize Traffic Signals at IL 116 & Mariners Way	37,800 (90)	2,100 (5)	2,100 (5)	42,000
Prelim Engineering (5%)	0	1,995 (95)	105 (5)	2,100
Const Engineering (10%)	3,780 (90)	210 (5)	210 (5)	4,200
Remaining Construction	571,500 (90)	63,500 (10)	0	635,000
Prelim Engineering (5%)	0	31,750 (100)	0	31,750
Const Engineering (10%)	57,150 (90)	6,350 (10)	0	6,350
TOTALS	\$732,600	\$113,570	\$4,830	\$851,000

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 signal improvements shown above shall not exceed 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of these improvements, 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 these improvements, 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.
5. The CITY agrees to provide prior to the STATE's advertising for the work to be performed hereunder approval of the plans, by resolution or letter, or by signing the Plan Approval sheet which is part of this document.
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 intersections of IL 116 & Centennial Drive, IL 116 & Mariners Way and IL 116 & Marina Ln in accordance with the existing Master Agreement 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.
11. The CITY certifies that its correct Federal Taxpayer Identification Number is 37-6002143 and the CITY is doing business as a municipality whose mailing address is 401 W. Washington St., East Peoria, Illinois 61611

Various Routes
Section: D4 Signal Installation 2021
Various Counties
Installation of dilemma zone detection and
LED lighting at various intersections
Job No. C-94-011-21
Contract No. 68G06
Catalog No.: 036122-00D
Agreement No.: JN-421-003

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 EAST PEORIA

By: _____
Kensil A. Garnett
Region Three Engineer

By: _____
John Kahl, Mayor

Date: _____

Date: _____

Attest: _____
Morgan Cadwalader, City Clerk

(SEAL)

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: _____

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 _____

East Peoria

