



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

Commissioners
Dan Decker Michael Sutherland

TO: The Honorable Mayor and the City Council

THRU: Dan Decker, Commissioner of Streets

FROM: Ric Semonski, Superintendent of Streets

DATE: February 23, 2023

SUBJECT: RECOMMENDATION TO APPROVE SPENDING \$44,700 FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES IN CONNECTION WITH THE PROPOSED PERMANENT TRAFFIC SIGNAL INSTALLATION LOCATED AT COLE STREET AND EAST WASHINGTON STREET. THIS RECOMMENDATION ALSO CALLS FOR SERVICES FOR THE RELOCATION OF THE TRAFFIC CONTROL BOX AT SPRINGFIELD ROAD AND EAST WASHINGTON STREET.

DISCUSSION:

We propose that **\$44,700** be spent for the purpose of providing engineering services in connection with the proposed permanent installation of traffic signals located at the intersection of Cole Street and East Washington Street. In addition, this recommendation also includes design and construction engineering services to relocate the traffic signal controller located at the intersection of Springfield Rd and East Washington Street.

The current set of traffic signals located at the intersection of Cole Street and East Washington Street are temporary by design and a remnant of the Levee District development. The existing signal components are reused devices and in need of replacement and permanent installation or complete removal thereof.

It was the intent to remove the above-mentioned signals after the Levee District work was complete. It is likely that established Federal Highway Administrative (FHWA) warrants for the placement of signals at this location will not be met, however, the city has the authority to justify the signal placement. It is the opinion of the city engineer and the public works department that the permanent installation of signals at this location is a justified safety improvement given the topography of the intersection at this location and skew of intersecting streets which create poor sighting distances for oncoming and yielding traffic.

In addition to providing the services above, Midwest Engineering and Associates, Inc will also provide design and construction engineering services in connection with the relocation of the traffic signal control box located at the intersection of Springfield Road and East Washington Street. The controller will be relocated to the northeast quadrant of the intersection.

“EAST PEORIA-HOME OF THE FESTIVAL OF LIGHTS”

Currently the above-mentioned traffic signal control box is located in the southeast quadrant of the intersection placed closely to the back of curb in an area that has been prone to being hit by large trucks or other vehicles oversteering the curve and leaving the roadway. In the past 20 years the existing controller cabinet has been

replaced by hit and runs four or five times costing \$20,000 to \$30,000 each time.

Please find the attached recommendation prepared by Midwest Engineering Associates, Inc.

RECOMMENDATION: Approve entering into agreement with Midwest Engineering Associates, Inc. for the purpose of providing engineering services in connection with the proposed 2023 East Washington Street/ Cole Street intersection improvements and relocation of the Springfield Road/ East Washington Street signal controller as mentioned above.

RESOLUTION NO. 2223-160

East Peoria, Illinois

_____ , 2023

RESOLUTION BY COMMISSIONER _____

RESOLUTION APPROVING DESIGN AND CONSTRUCTION ENGINEERING SERVICES CONTRACT WITH MIDWEST ENGINEERING ASSOCIATES FOR PERMANENT TRAFFIC SIGNALS AT EAST WASHINGTON STREET AND COLE STREET INTERSECTION AND RELOCATION OF TRAFFIC SIGNAL CONTROLLER AT EAST WASHINGTON STREET AND SPRINGFIELD ROAD INTERSECTION

WHEREAS, City Officials have identified the need for installation for permanent traffic signals at the intersection of East Washington Street and Cole Street due to the temporary nature of the current traffic signals at this intersection and the aged condition of these current traffic signals (the “E. Washington St. Traffic Signal Installation Project”)

WHEREAS, City Officials have also identified the need to relocate the traffic signal controller box that is located at the intersection of Springfield Road and East Washington Street and provides the controls for the traffic signals at this intersection, with this relocation being required due to the close proximity of the current signal box location to the roadway and multiple required costly replacements over the years for damage caused by passing vehicle (the “E. Washington St. Traffic Signal Control Box Relocation Project”) (together with the E. Washington St. Traffic Signal Installation Project hereinafter referenced as the “Projects”); and

WHEREAS, City Officials have determined that engineering design and construction services are needed for the Projects; and

WHEREAS, the City has negotiated an agreement with Midwest Engineering Associates (“MWEA”) for providing the design and construction engineering services for the Projects for a fee of \$44,700 under the terms and conditions set forth in the contract attached hereto as “Exhibit A” (the “Contract”), as such Contract is modified herein; and

WHEREAS, the City hereby finds that this Contract with MWEA for undertaking these engineering services that are necessary for the E. Washington St. Traffic Signal Installation Project and the E. Washington St. Traffic Signal Control Box Relocation Project is in the best interests of the City;

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 Contract with MWEA is hereby approved subject to the deletion of Paragraph 2 of the General Conditions pertaining to risk allocation as attached to the Contract document, and the Mayor or his designee is hereby authorized and directed to execute this Contract with MWEA (Exhibit A) on behalf of the City for engineering services for the Projects after this deletion in the General Conditions document, together with such changes therein as the Mayor in his discretion deems appropriate, at total cost not to exceed \$44,700.00 for the Contract; provided, however, that the City shall have no obligation under the Contract with MWEA until such time as an executed original of such documentation has been delivered to MWEA.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**Contract with Midwest Engineering Associates:
E. Washington St. Traffic Signal Installation Project
& E. Washington St. Traffic Signal Control Box Relocation Project**



February 1st, 2023

Mr. Ric Semonski
Supervisor of Streets
City of East Peoria
2232 East Washington Street
East Peoria, IL 61611

RE: Proposed Letter Agreement – Provide Design and Construction Engineering Services for Permanent Traffic Signals at E. Washington St./Cole St. & Relocate Traffic Signal Controller at E. Washington St./Springfield Rd.

Dear Mr. Semonski:

Midwest Engineering Associates, Inc. (MWEA) is pleased to have the opportunity to assist the City of East Peoria with the replacement of “temporary” traffic signals at the E. Washington St./Cole St. intersection with new permanent traffic signals. MWEA will also assist the City with the relocation of the existing traffic controller at the E. Washington St./Springfield Rd. intersection.

BACKGROUND

Based on discussion with the City, the existing span wire traffic signals and pole mounted traffic signals at the E. Washington St./Cole St. intersection will be replaced with mast arm assemblies and poles, new traffic signal pole(s), and all new traffic signal equipment. Vehicle detection will be via video rather than loop detection.

As a part of this project, the existing traffic controller at the intersection of E. Washington St. and Springfield Rd. will be replaced. The City has indicated it has been replaced numerous times over the years due to damaged sustained from vehicular accidents. The proposed plan is to relocate the traffic controller and relocate the wiring to and from the controller to existing City ROW across E. Washington St. from its current location (former Pizza Hut used to occupy this quadrant of the intersection).

Construction of the new traffic signals will not begin until after E. Washington St. has been resurfaced. Relocation of the existing traffic controller may be completed prior to resurfacing of E. Washington St.

The Scope of Services Midwest Engineering Associates will provide are identified below.

SCOPE OF WORK

- A. Design Engineering Services may include the following:
- Prepare a set of plans that may include but may not be limited to the following:
 - Cover Sheet

- General Notes & Legend
 - Special Provisions
 - Maintenance of Traffic
 - Removal Plans
 - Traffic Signal Plans
 - Traffic Controller Relocation Plans
 - Miscellaneous Details
 - Illinois Department of Transportation Highway Standards
- Develop specifications/special provisions that will be included in the plan documents. The basis for the specifications/special provisions will be the City of East Peoria's and the Illinois Department of Transportation's current policies and standards.
 - Bidding documents will be prepared utilizing Engineers Joint Contract Documents in a format similar to previous projects.

B. Construction Engineering Services may include the following:

- On-site inspection of construction work.
- Documentation
- Completion of Inspector's Daily Report, as applicable.
- Completion of field book(s), as applicable.
- Verification and measurement of the quantities of the items constructed.
- Materials Testing – quality control. The Contractor will be responsible for quality assurance.
- Reviewing and processing contractor pay requests.
- Review, coordinate, and process change orders.
- Conducting the preconstruction conference.
- Attending intermediate construction progress meetings.
- Assisting City and Contractor with project notification(s) and coordination with homeowners along the project limits.
- Prepare preliminary and final punch lists.

ADDITIONAL SERVICES

Additional services that are not included in the proposed Scope of Work may include (but are not limited to):

- Land acquisition (proposed right-of-way, proposed easements, etc.),
- Appraisals/Waiver Valuations
- Geotechnical engineering,
- Changes in project conditions,
- Changes in project limits,

Any additional services can be performed as needed with a scope, fee, and schedule to be identified and agreed upon by MWEA and the City at a later time.



FEES

Midwest Engineering Associates, Inc. proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier.

<u>Scope of Service</u>	<u>Fee</u>
A. Existing ROW Survey	\$ 2,500
B. Existing TOPO Survey	\$ 2,200
C. Phase 2 Design Engineering Services	\$ 22,500
D. Phase 3 Construction Engineering Services	\$ 17,500
	Total: \$ 44,700

SCHEDULE

MWEA can start work immediately upon receipt of an executed copy of this agreement, or written notice to proceed, or e-mail referring to this proposal with instructions to proceed.

TERMS AND CONDITIONS

Attached to this proposal are our General Conditions of Service, which are expressly incorporated into, and are an integral part of, our contract for professional services. Please indicate your acceptance of this proposal by having an authorized representative of the City of East Peoria execute a complete copy and return it to our office.

Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to MWEA upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, if you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so.

The rest of this page has been intentionally left blank.



Ric, THANK YOU for City's continued support. We sincerely appreciate another opportunity to provide our professional engineering services.

Sincerely,

Responsible for Payment and Accepted by:

Robert D. Culp, P.E.
Sr. Project Manager

Signature: _____

Name (please print): _____

David L. Horton, P.E.
Sr. Project Manager

Title (please print): _____

RDC

Firm: _____

Attachments:
General Conditions of Service

Date: _____



Midwest Engineering Associates, Inc.
General Conditions Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

1. WARRANTY

- a. In performing its professional services hereunder, the services of Midwest Engineering Associates, Inc. will be of the kind and quality designated and will be performed by qualified personnel, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. No other warranties, express or implied, is made or intended by Midwest Engineering Associates, Inc.'s undertaking herein or its performance of services hereunder.

2. RISK ALLOCATION

- ~~a. The total liability, in the Agreement, of Midwest Engineering Associates, Inc. and Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of Midwest Engineering Associates, Inc.'s services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Midwest Engineering Associates, Inc. or Midwest Engineering Associates, Inc.'s officers, directors, employees, agents and consultants, and any of them shall not exceed the total compensations received by Midwest Engineering Associates, Inc. under this Agreement or the total amount of \$50,000, whichever is greater.~~

3. REUSE OF DOCUMENTS

- a. All documents including drawings and specifications prepared by Midwest Engineering Associates, Inc. pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or any other project. Any reuse without specific written verification or adaptation by Midwest Engineering Associates, Inc. will be at Client's sole risk and without liability or legal exposure to Midwest Engineering Associates, Inc.; and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Midwest Engineering Associates, Inc. to further compensations at rates to be agreed upon by Client and Midwest Engineering Associates, Inc.

4. CONFIDENTIALITY

- a. Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

5. PAYMENT

- a. Payment for services rendered shall be made monthly in accordance with invoices rendered by Midwest Engineering Associates, Inc. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by Midwest Engineering Associates, Inc. If payment is to be on a Standard Hourly basis, or a Multiplier or direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client requires work beyond the standard 40 hour work week overtime rates shall apply. Overtime shall be time and a half of applicable labor rate or direct multiplier. If Client does not accept new Standard Hourly Rate schedules adopted by Midwest Engineering Associates, Inc. on an annual basis, Midwest Engineering Associates, Inc. may terminate the Agreement and/or cease performing services under the Agreement until paid in full.
- b. Any and all changes or deviations in the scope of work defined ordered by Client must be in writing, the contract sum being increased or decreased accordingly by Midwest Engineering Associates, Inc. Any claims for increases in the cost of the work must be presented by Midwest Engineering Associates, Inc. to the Client in writing, and written approval of the Client shall be obtained by Midwest Engineering Associates, Inc. before proceeding with the ordered change or revision.



- c. Invoices, or part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 ½% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Midwest Engineering Associates, Inc. in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by Midwest Engineering Associates, Inc.
- 6. SUBCONTRACTING**
- a. Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.
- 7. TERMINATION**
- a. At any time, either Midwest Engineering Associates, Inc. or the Client may terminate, with or without cause, by giving seven days advance written notice to the other party. If Midwest Engineering Associates, Inc. terminates its consulting relationship with the Client, the Client shall have the option, in its complete discretion, to terminate Midwest Engineering Associates, Inc. immediately without the running of any notice period. In the event of termination, Midwest Engineering Associates, Inc. shall be compensated by Client for all services rendered to the date of termination plus reasonable termination costs to organize Midwest Engineering Associates, Inc.'s files and any reasonable expenses incurred by Midwest Engineering Associates, Inc. to coordinate efforts with another party.
- 8. USE OF WORK PRODUCT**
- a. Except as specifically set forth in writing and signed by both Midwest Engineering Associates, Inc. and Client, Midwest Engineering Associates, Inc. shall have all copyright and patent rights with respect to all materials developed under this contract, and Midwest Engineering Associates, Inc. is hereby granted a non-exclusive license to use and employ such materials within Midwest Engineering Associates, Inc. business.
- 9. CONSTRUCTION RESPONSIBILITY**
- a. Midwest Engineering Associates, Inc. shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall Midwest Engineering Associates, Inc. be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.
- 10. OPINIONS OF COST**
- a. Since Midwest Engineering Associates, Inc. has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Midwest Engineering Associates, Inc.'s own experience and represent his best judgment as a design professional familiar with the construction industry, but Midwest Engineering Associates, Inc. cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinion s of probable cost prepared by Midwest Engineering Associates, Inc.
- 11. ATTORNEY'S FEES**
- a. In the event of litigation based upon, or arising out of, this Agreement, the losing party will pay to the prevailing party all costs of expenses, including attorney's fees, incurred by the prevailing party in the enforcing of any of the covenants and provisions of this Agreement and incurred in any action brought on account of the provisions of this Agreement and incurred in any action brought on account of the provisions hereof, and all such costs, expenses and attorney's fees may be included in and form a part of any judgment entered in any proceeding brought on or under this Agreement. This Agreement shall be bound by the governing laws of the State of Illinois. The parties hereto stipulate and agree that any litigation based upon or arising out of this Agreement shall be filed in the Circuit Court of Peoria County, Illinois.
- 12. COMPLIANCE WITH CODES AND STANDARDS**
- a. In the performance of all services to be provided hereunder, Midwest Engineering Associates, Inc. and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.



13. STANDARD OF CARE

- a. Services performed by MIDWEST under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

14. HAZARDOUS MATERIALS

- a. Any hazardous or toxic substances encountered by associated with services provided by Midwest Engineering Associates, Inc. for the Project shall at no time be or become the property of Midwest Engineering Associates, Inc. Arrangements for handling the hazardous or toxic substances, which are made by Midwest Engineering Associates, Inc., shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Midwest Engineering Associates, Inc. from and against any and all liability which arises out of the hazardous or toxic substance handling.