



CITY OF WASHINGTON, ILLINOIS
City Council Agenda Communication

Meeting Date: October 7, 2024

Prepared By: Dennis Carr, P.E. – City Engineer

Agenda Item: Resolution Approving the Joint Funding Agreement for the Bus 24/Rt 8 Traffic Signal Modernization Project

Explanation: As part of IDOT's resurfacing of Rt.8 and Business 24 project, IDOT will be performing ADA upgrades as well as modernizing the signals along the project corridor. IDOT has approached the City to assist in the traffic signal modernization project similar to what the City has done in the past for IDOT traffic signal projects.

The project is 90% state funded with the City to make up the final 10%. There is also a not to exceed amount of \$17,625 for the City.

Fiscal Impact: There are adequate funds budgeted in the street fund.

Up to \$17,625 will be paid for out of the following accounts:

100-03-800-5000

Recommendation Summary:

IDOT and the City have an agreement on the maintenance responsibility of signals.

Staff recommends passing the resolution to fund the local portion of the project.

Action Requested: City Council to approve the Joint Funding Agreement resolution.

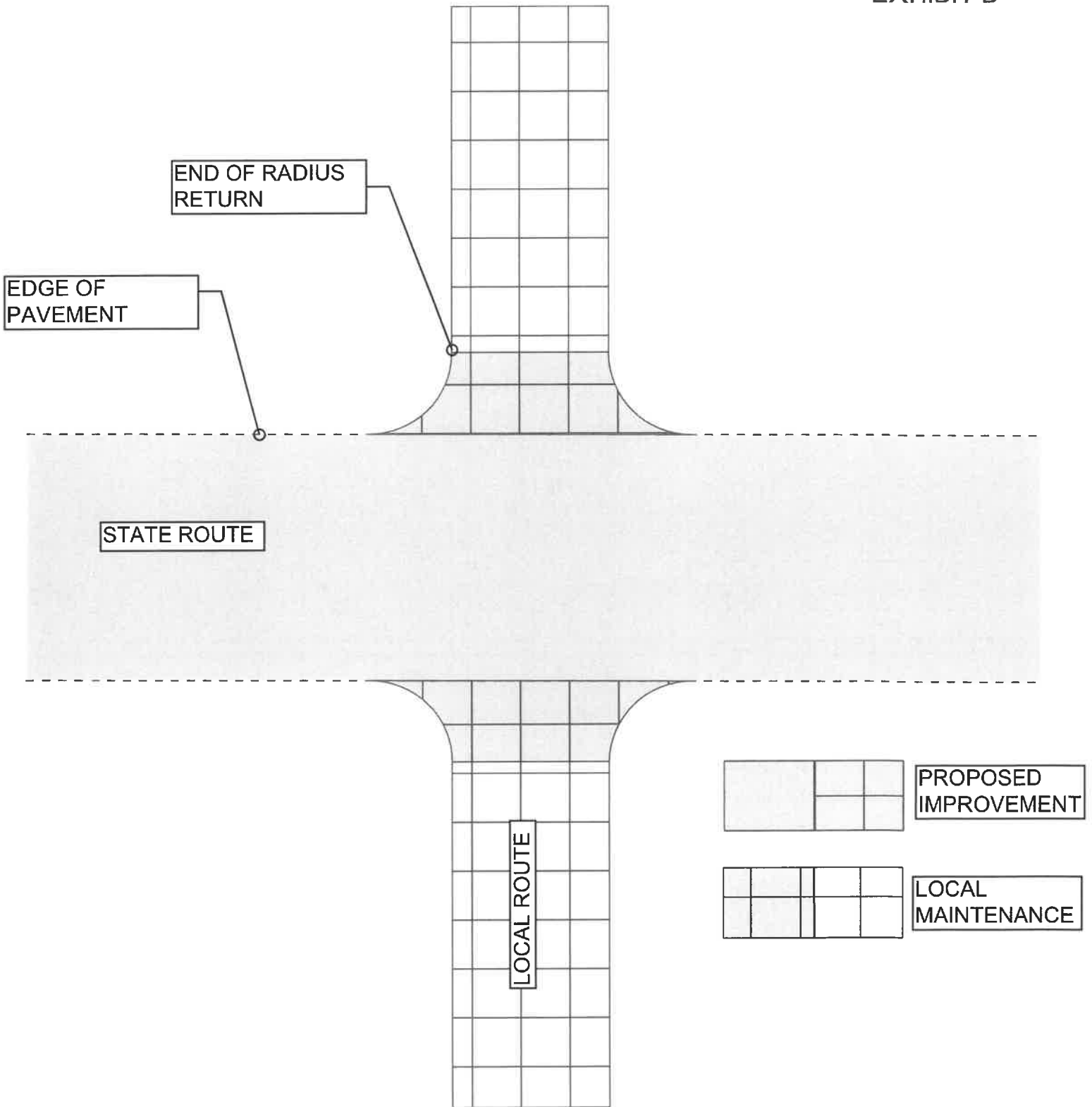
FAP Route 339 (IL 8) and BUS 24
State Section: [35RS-10;(35NRM)RS-1]SW
Location: Washington Rd/Peoria St from West of Legion Road to east of Zinser
Place in Washington
Tazewell County
Job No. D-94-065-24
Agreement No. JN-424-006
Contract No. 68J41
Catalog No. 036545-00D

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

Gary Manier, Mayor of Washington

Date

EXHIBIT B



FAP Route 339 (IL 8) and BUS 24
State Section: [35RS-10;(35NRM)RS-1]SW
Location: Washington Rd/Peoria St
from west of Legion Road to east of
Zinser Place in Washington
Tazewell County
Job No. D-94-093-24
Agreement No. JN-424-006
Contract No. 68J41
Catalog No. 036545-00D

AGREEMENT

This AGREEMENT, entered into this _____ day of _____ A.D., 2024, 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 improving approximately 14,500 feet of Washington Road (FAP Route 339, IL Route 8, State Section [35RS-10;(35NRM)RS-1]SW, by milling and overlaying Washington Road/ Peoria Street from west of Legion Road to east of Zinser Place, modernizing signalized pedestrian crossings at the Washington Road (IL Route 8) and Cummings Lane intersection, modernizing traffic signals and pedestrian crossings at Peoria Street (IL Route 8) and Wilmore Road, 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 improvement 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>		STATE COST (%)		CITY COST (%)		TOTAL COST
<u>Traffic Signal and Pedestrian Modernization Locations:</u>						
IL Route 8 (Washington Rd) & Cummings Ln		\$116,640	90%	\$12,960	10%	\$129,600
IL Route 8 (Peoria St) & Wilmore Road						
Preliminary Engineering	5%	\$5,832	90%	\$648	10%	\$6,480
Construction Engineering	10%	\$11,664	90%	\$1,296	10%	\$12,960
TOTAL		\$134,136		\$14,904		\$149,040

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Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Costs shall be determined by multiplying the final quantities times contract unit prices plus 15% for construction and preliminary engineering. Participation toward the traffic signals items shown above shall not exceed \$17,625 which represents 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 this improvement, a copy of which is attached hereto as "Exhibit A" and made a part of hereof.
5. 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 of FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Washington Street, IL Route 8 without the consent of the STATE.
7. The CITY shall exercise its franchise right to cause private utilities to be relocated, if required, at no expense to the STATE
8. 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.
9. The CITY further agrees to continue its existing responsibilities on all side road approaches under its jurisdiction, including left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois Route 8 as shown on Exhibit B.

10. 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 Master Agreement executed by the STATE and the CITY on July 1, 2021 or in accordance with any such Master Agreement that may be executed in the future.

11. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

12. Obligations of the STATE and CITY 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.

13. 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.

FAP Route 339 (IL 8) and BUS 24
State Section: [35RS-10;(35NRM)RS-1]SW
Location: Traffic Signal at Washington Road/Peoria Street
Tazewell County
Job No. D-94-093-24
Agreement No. JN-424-006
Contract No. 68J41
Catalog No. 036545-00D

15. 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, Illinois 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

Date: _____

By: _____
Gary Manier, Mayor of Washington

Date: _____

Attest: _____
Valeri L. Brod, City Clerk

FAP Route 339 (IL 8) and BUS 24
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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 |