

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
APRIL 15, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Purchase of Traffic Video Detection Cameras	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize a contract for the purchase of three replacement Econolite AutoScope Encore traffic detection video cameras to Traffic Control Corporation of Woodridge, Illinois in the amount of \$19,298.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Top Quality Infrastructure*.

FISCAL IMPACT

The FY14 budget includes \$20,000 in the Capital Projects Fund for this purchase.

RECOMMENDATION

Approval on the April 15, 2014 consent agenda.

BACKGROUND

The Village is proposing to purchase three replacement traffic video detection cameras for the intersection of Main Street and Franklin Street. With this purchase all of the Main Street traffic video cameras, between Maple Avenue and Grant Street, will have been replaced with new equipment with the latest technology since their original 1999-2000 installations.

Traffic detection video cameras are used to detect traffic waiting for a green signal, and adjust the signal timing accordingly. The traffic video detection camera upgrades will improve the efficiency of this intersection and all of the intersections along Main Street by reducing motorists' delay.

The Econolite AutoScope Encore traffic video detection cameras are sold exclusively by Traffic Control Corporation. The Village uses the same video detection camera in all locations to ensure interoperability and for uniformity in replacement parts.

ATTACHMENTS

Agreement
 Resolution
 CIP Sheet – TR-021 project

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND TRAFFIC CONTROL CORPORATION**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Traffic Control Corporation ("Contractor"), for three (3) Econolite ENCORE Traffic Video Detection Cameras, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

This Agreement is made this _____ day of April, 2014 by and between Traffic Control Corporation, Inc. ("Contractor") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to purchase from the Contractor three (3) Econolite ENCORE Traffic Video Detection Cameras; and

WHEREAS, the Contractor is willing to provide these cameras for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

I. Scope of Services

See attached Proposal dated February 18, 2014 (Item 007) attached hereto and incorporated herein by reference as Exhibit B.

II. Term of Agreement

The term of this Agreement shall be for a one (1) year period beginning on the date of installation of the traffic video detection cameras.

III. Compensation

A. Basic Fees:

Fees for these products and services shall not exceed Nineteen Thousand Two Hundred Ninety Eight Dollars and no cents (\$19,298.00). Any additional materials purchased that will increase the agreement price in excess of this amount must be approved in writing by both parties.

B. Contractor Invoices:

The Contractor shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

C. Prompt Payment Act:

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty

of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

IV. General Terms and Conditions

A. Relationship Between the Contractor and the Village

The relationship between the Village and the Contractor is that of a buyer and seller of products and services and it is understood that the parties have not entered into any joint venture or partnership with the other.

B. Equal Employment Opportunity

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

C. Sexual Harassment

Consultant, as a party to a public contract, shall have a written sexual harassment policy.

D. Drug Free Work Place

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace and that it has a drug free workplace policy.

E. Non-Discrimination

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

F. Campaign Disclosure Certificate

The Contractor shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

G. Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

H. Cooperation with FOIA Compliance

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor. Contractor shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

I. Copyright or Patent Infringement

The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

J. Standard of Care

Services performed by Contractor 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 in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Consultant's services for the Project.

K. Warranty

Contractor is providing a one year warranty on parts and labor for the traffic video detection cameras.

V. Insurance and Indemnification of the Village

A. Insurance

The Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Contractor from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Contractor may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Village.

The Contractor shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Contractor shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

B. Indemnification

The Contractor will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Contractor under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

VI. Miscellaneous Provisions

A. Termination

In the event of the Contractor's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Contractor will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

B. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

C. Successors and Assigns

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

D. Waiver of Contract Breach

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

E. Amendment

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

F. Severability of Invalid Provisions

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

G. Assignment

The Contractor will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Contractor from its obligations or change the terms of this Agreement.

H. Notice

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Traffic Control Corporation, Inc.
10435 Argonne Woods Drive
Woodridge, IL 60517

I. Village Ordinances

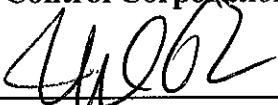
The Contractor will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

J. Use of Village's Name

The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Traffic Control Corporation, Inc.

By: 

Title: PRESIDENT

Date: 4-9-2014

Village of Downers Grove

By: _____

Title: _____

Date: _____

Exhibit A
Campaign Disclosure Certificate

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Contractor has not contributed to any elected Village position within the last five (5) years.


Signature

JOHN LIZZAORO
Print Name

Contractor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

Exhibit B



TRAFFIC CONTROL CORPORATION

10455 Pigeon Woods Drive
Woodridge, IL 60517
(800) 543-1300 • Fax: (630) 543-5050
www.trafficcontrolcorp.com

Quotation

Quotation # E06322-02
Quotation Date: 02/18/2014
Customer Number: 013050
Salesperson: MB

**DOWNERS GROVE, VILLAGE OF
PUBLIC WORKS DEPARTMENT
5101 WALNUT AVENUE
DOWNERS GROVE IL 60515
PHONE: (630)434-5460 FAX: (630)434-5494
Attention : DORIN FERA**

Book/
Contract: **DOWNERS GROVE - MAIN STREET**

Item	Part No. /Description	Quantity	Unit Price	Extended Price
005	TCC-11715 IDOT DIST. 1 UPS ASSY - WITH CABINET	1.00 EA	5,870.00	\$ 5,870.00
006	ETHERNET SWITCHES RUGGEDCOM ETHERNET SWITCHES RS900G FOR SINGLE MODE FIBER - SINGLE MODE FIBER MUST BE TERMINATED IN TS CABINET	8.00 EA	2,489.00	\$ 19,912.00
007	TCC-11803 VIDEO VEH DET SYS - ENCORE MAIN & FRANKLIN, DOWNERS GROVE 3 DIRECTION VIDEO DETECTION SYSTEM 3 - VIDEO SENSOR 3 - VIDEO SENSOR HARNESS 100' (FROM VIDEO SENSOR TO BASE OF POLE) 3 - EXTENDED LENGTH 74" SENSOR MOUNTING BRACKETS 1 - TERRA ACCESS POINT 1 - TERRA INTERFACE PANEL 1 - COLOR MONITOR 1000' 3C CAMERA CABLE	1.00 EA	19,298.00	\$ 19,298.00
008	TCC-11805 REMOTE CONTROLLED VIDEO SYSTEM INCLUDES PELCO SPECTRA IV NETWORK CAMERA, ARM MOUNT WITH POWER SUPPLY, POLE ADAPTER ETHERNET SURGE PROTECTION MAIN & BURLINGTON/WARREN MAIN & MAPLE MAIN & CURTISS NO MAST ARM POLE EXTENSIONS INCLUDED	3.00 EA	3,249.00	\$ 9,747.00

2013-2017 Capital Project Sheet

Project # **TR-021**

Project Description Traffic Detection Camera Replacement

Project summary, justification and alignment to Strategic Plan

This project includes the replacement of traffic detection cameras throughout the Village. The existing cameras are aging, and as the technology becomes obsolete it is more difficult to find parts. As cameras are decommissioned, they would be saved for spare parts for the remaining cameras until all have been replaced.

Cost Summary	New	Maintenance	Replacement	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future	TOTAL
									Years	
Professional Services										-
Land Acquisition										-
Infrastructure										-
Building										-
Machinery/Equipment		X		30,000	27,000	27,000	27,000	27,000	200,000	338,000
Other/Miscellaneous										-
TOTAL COST				30,000	27,000	27,000	27,000	27,000	200,000	338,000

Funding Source(s)		FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future	TOTAL
220-Capital Improvements Fund	▼	30,000	27,000	27,000	27,000	27,000	200,000	338,000
	▼							-
	▼							-
	▼							-
TOTAL FUNDING SOURCES		30,000	27,000	27,000	27,000	27,000	200,000	338,000

Project status and completed work

It is anticipated that the cameras will be replaced over a ten year period, starting in 2011 with the intersection of Main and Maple.

Grants (funded or applied for) related to the project.

Impact-annual operating expenses	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

This project will reduce operational costs by reducing potential repair costs.

Map/Pictures of Project



Priority Score A

Project Manager: Dorin Fera

Program: 344 Department: Public Works