

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
OCTOBER 14, 2014 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Agreement with IDOT, 2014 Traffic Signal Controller Replacement – Main Street and Warren Avenue	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared approving an agreement between the Illinois Department of Transportation (IDOT) and the Village for the purchase of materials to replace the existing traffic signal controller located at Main Street and Warren Avenue.

STRATEGIC PLAN ALIGNMENT

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

FISCAL IMPACT

A grant from the State of Illinois covers up to \$40,000 of the cost of the purchase of materials. The Village will pay the installation cost which is estimated to be \$3,240 under an existing contract for traffic signal maintenance.

RECOMMENDATION

Approval on the October 14, 2014 consent agenda.

BACKGROUND

The Village applied for and received \$40,000 in funding from IDOT for the replacement of the existing controller that operates the traffic signals at Main Street and Burlington Avenue and Main Street and Warren Avenue, through the IDOT and FCC Local Rail / Highway Grade Crossing fund.

The following operational benefits are expected as a result of this improvement:

- Replacement and modernization of all the current internal traffic signal components in the cabinet. The last time this location was upgraded was approximately in 1999-2000.
- Updated Controller software for railroad pre-emption operation. This software will automatically adjust the signal timing after railroad gate interruptions based on traffic volumes and locations.
- The uninterruptible power supply (UPS) for controller is consistent with IDOT & Village recent installations, which keeps intersection operational during power failures.
- Added safety features including a track supervision circuit, which puts the traffic signals in a flashing red mode if communication to the railroad gates is interrupted.

The controller replacement work will be done by the Village's traffic signal maintenance contractor and is expected to be completed in 2014.

ATTACHMENTS

Resolution
Local Agency Agreement
IDOT Letter

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION AGREEMENT FOR LOCAL AGENCY
RAILWAY-HIGHWAY GRADE CROSSING IMPROVEMENTS**

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 ("LA") and the State of Illinois (the "STATE"), for replacement of the traffic signal control equipment for the traffic signals interconnected to the Main Street & Warren Avenue (Job No. C-91-1271-14) highway-rail grade crossing warning devices, 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 Mayor 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

Route: Main Street
Local Agency: Village of Downers Grove
Job Number: C-91-271-14
Section: 14-00107-00-SP
Fed. Project: RRP-4003(316)
TIP #: 08-14-0029

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
AGREEMENT
for
Local Agency Railway-Highway
Grade Crossing Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and the Village of Downers Grove, hereinafter referred to as the "LA."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve the operation of the interconnect between the highway-rail active warning devices and the roadway traffic signals at the location listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the LA shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".

SECTION 2. The LA shall prepare a detailed estimate of cost. This estimate shall be submitted to the STATE for their approval.

SECTION 3. The equipment acquired through this project, and its installation, shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD.

SECTION 4. All project work shall be performed by the LA with its own forces or in accordance with 23 CFR Part 646.216. All work shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The LA will not begin to work without written authorization from the STATE to proceed. Upon receipt of authorization from the STATE, the LA shall promptly begin the work set forth in the AGREEMENT.

SECTION 6. The LA, for performance of its work as herein specified, may bill the STATE monthly for the STATE'S 100% share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the LA will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the LA. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event the LA fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the LA, requiring the LA to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this

agreement and in addition shall not affect the LA's right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The LA shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the LA in accordance with the State Prompt Payment Act (30 ILCS 540/1 et seq.), as currently enacted. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

Upon completion of the project, the LA shall provide the STATE with a written notification of the date of completion, and shall submit a detailed final invoice of the actual cost and expense as incurred by it or for its account no later than nine (9) months from the date of completion of the project. Otherwise, previous payments to the LA may be considered final, except as agreed to by the STATE and the LA. After the STATE has checked the final invoice and agreed with the LA that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse the LA an amount, less previous payments, if any, equal to 100% of the amount billed.

After the federal or STATE representatives have audited the expenses as incurred by the LA and final inspection of the installation has been made, the STATE shall reimburse the LA for any amount still owed to the LA or bill the LA for any overpayments or items of expense found as not being eligible for reimbursement.

The LA shall maintain, for a minimum of three (3) years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The LA agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant

materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

SECTION 8. The LA shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification. Per the Alternative Federal-State procedure in 23 CFR 646.220, the STATE will certify that the work at the job site is complete, acceptable and in accordance with the terms of this AGREEMENT.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the LA shall maintain at its expense, or by agreement with others, provide for the maintenance of the equipment acquired through this AGEEMENT.

SECTION 10. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the acquisition of the equipment as herein contemplated requires no contribution from the LA.

SECTION 11. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the LA and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the LA for all eligible cost and expense incurred by the LA prior to receipt of notice of cancellation and payment by the STATE.

SECTION 12. The LA, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The LA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of STATE-assisted contracts. Failure by the LA to carry out these requirements is a material breach of this

AGREEMENT, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than LA forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply. Pursuant to 820 ILCS 130/4, LA is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website."

SECTION 13. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 14. The LA shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the LA shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. LA shall provide STATE progressive billing at least once every six-month period. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 15. At the time this AGREEMENT was executed, there were funds available for the project; however, obligations assumed by the STATE under this AGREEMENT shall cease immediately, without penalty or payment beyond that which the LA has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 16. The LA is hereby requested by the STATE, to perform materials acquisition for the project, and is authorized to accrue project reimbursable costs beginning on March 11, 2014. The LA hereby agrees to not invoice the STATE until such time this agreement is fully executed.

SECTION 17. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the Village of Downers Grove certifies that its correct Federal Taxpayer Identification Number (TIN) is 36-6005857 and is doing business as a governmental entity.

Executed by the VILLAGE this _____
day of _____, 201__.

Village of Downers Grove,
acting by and through its
Village Board

ATTEST:

By: _____

Name: _____

Title: _____

APPROVED

State of Illinois, Department of Transportation

Erica J. Borggren, Acting Secretary of Transportation

BY: Aaron A. Weatherholt, Deputy Director of Highways Date

Omer Osman, Director of Highways/ Chief Engineer Date

Route: Main Street
Local Agency: Village of Downers Grove
Job Number: C-91-271-14
Section: 14-00107-00-SP
Fed. Project: RRP-4003(316)
TIP #: 08-14-0029

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: BNSF Railway Company

Location: Main Street
AAR DOT #079 535V RR Milepost 21.21

DESCRIPTION OF WORK TO BE DONE BY LOCAL AGENCY:

1. Purchase and acquisition of traffic signal interconnect equipment and materials, including: traffic signal controller; cabinet and all internal components; Uninterruptible Power Supply; and Emergency Vehicle Preemption. All equipment and materials shall conform to the requirements of the Illinois Commerce Commission.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205
4. All costs of engineering, labor and construction shall be the sole responsibility of the LOCAL AGENCY.

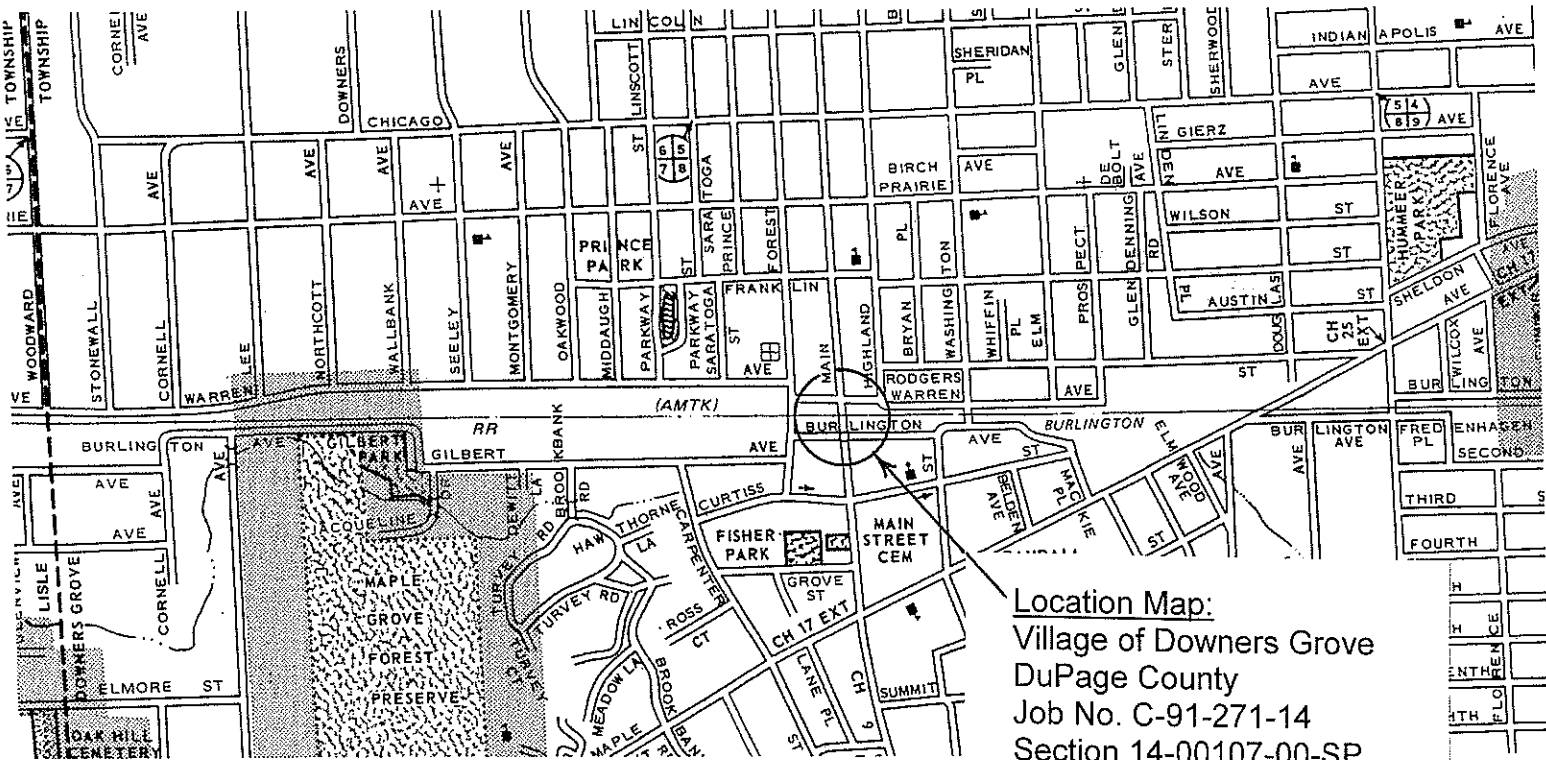
ATTACHMENTS:

Location Map; LA's Estimate of Cost

ESTIMATED LOCAL AGENCY COST: \$ _____
100% Federal participation for materials \$ _____

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

James K. Klein, P. E., S.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 205
Springfield, Illinois 62764



Location Map:
 Village of Downers Grove
 DuPage County
 Job No. C-91-271-14
 Section 14-00107-00-SP
 Fed. Project RRP-4003(316)
 Main Street
 @BNSF tracks
 AAR DOT #079 535V
 RR Milepost 21.21



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 18, 2014

Village of Downers Grove
DuPage County
Section 14-00107-00-SP
Project RRP-4003(316)
Job No. C-91-271-14
TIP # 08-14-0029

RE: Main Street @BNSF Railway tracks
AAR DOT #079 535V, RR Milepost 21.21

Mr. Dorin Fera
Village Traffic Engineering Manager
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515

Dear Mr. Fera:

We propose to reimburse the Village its cost to purchase the traffic signal control equipment for the traffic signals interconnected to the highway-rail grade crossing warning devices at the location referred to above. The work required is outlined in the attached agreement.

This improvement is to be financed with funds made available under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21). Our Department has received approval from the Federal Highway Administration (FHWA) for the use of federal funds on this project. The expense incurred for this work will be borne by the state (subject to reimbursement by the Federal Highway Administration).

If the proposed improvement is acceptable, arrange for your Village Board to sign both copies of the agreement (so that each of the two parties will have an original copy). Both copies should then be returned to the address below for execution by the department:

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets
Illinois Department of Transportation
2300 South Dirksen Parkway, Room 205
Springfield, Illinois 62764

Authorization to proceed with the acquisition of the equipment will be given after the agreement is executed by the department.

Mr. Dorin Fera
September 18, 2014
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Upon completion of the installation, please provide us with an in-service letter including a certification that the project is operating properly and was installed in accordance with the agreement.

A fully executed copy of the agreement will be returned to you for the Village's records. If you have any questions, please contact Jason Johnson at (217) 557-1399.

Sincerely,

James K. Klein, P.E., S.E.
Acting Engineer of Local Roads and Streets

A handwritten signature in black ink that reads "Gregory S. Lupton". The signature is written in a cursive style with a large initial 'G'.

By: Gregory S. Lupton, P.E.
Acting Local Project Implementation Engineer

cc (via email)-
John Fortmann Attn: Christopher Holt
Michael Stead, ICC
Roxy Heck