

AGENDA ITEMS

**IML – PUBLIC WORKS COMMITTEE
NORMAL
October 20, 2010**

TENTATIVE

- Capital Bill and Emergency Repair Program
- Recycled Asphalt Shingles
- Non-highway/Low Speed Vehicle Signs
- Pavement Design Subcommittee Update
- Local Bridge Issues
- Clean Construction Demolition Debris/Uncontaminated Soil

*Next meeting: December 8th
Chatham, IL*

**ILLINOIS MUNICIPAL LEAGUE
PUBLIC WORKS COMMITTEE MEETING**

**Normal, Illinois
August 18, 2010**

ATTENDANCE

Larry Cox	Director of Public Works	Galesburg
David Dratnol	Village Engineer	Lombard
Mike Drey	Director of Public Works	Bolingbrook
Tim Harr	Director of Public Works	Edwardsville
Rick Marley	Director of Public Works	Decatur
Jeff Smith	City Engineer	Peoria
Jeff Ball	Hanson Professional Services, Inc.	Springfield
Teri Dixon	CMAP, Senior Planner	Chicago
Rob DeConcini	Thouvenot, Wade & Moerchen	Swansea
Chris Dopkins	McMahon Associates	Machesney Park
Al Goepfert	Oates Associates	Collinsville
Roger Shipley	International Engineering Consultants	Springfield
Valbona Kokoshi	Southwest Conference of Mayors	Orland Park
Joe Schatteman	Illinois Municipal League	Springfield
Kevin Burke	IDOT, Bureau of Local Roads and Streets	Springfield
Darrell Lewis	IDOT, Bureau of Local Roads and Streets	Springfield

**ILLINOIS MUNICIPAL LEAGUE
PUBLICS WORKS COMMITTEE MEETING**

**Normal, Illinois
August 18, 2010**

The meeting was called to order by Mike Drey.

Subdivision Abandonment Issues

Chris Dopkins gave a brief overview of the concern he has seen happening in various municipalities. He stated that some municipalities have not always been stringent in collecting a form of surety from developers. In turn, some of these developers have had to abandon their projects leaving the municipality with a half-built subdivision that may or may not contain the needed infrastructure for the development. Chris is asking what procedures others have encountered to finish the public improvements and who bared the cost of those improvements. Tim Harr informed the committee that nothing can be done until all improvements have been completed. Mike Drey indicated that this is the 2nd time in his career where he has seen developers abandon their subdivision. The first was in the late 70's. He raised the concern that performance bonds may not be the best security but it is required that municipalities accept them as sureties for the developments.

Chris also raised the concern where a surety has lapsed and the developer cannot get another without cash and that takes away money for the developer to put into infrastructure improvements. One alternative is to take position on mortgages of undeveloped property. The arrow that municipalities have is to not issue building permits until all improvements are made. However, without building anything, the unfinished subdivision will remain unfinished. An alternative would be to set-up an escrow account and place funds in an account that would be attributable to the improvements. Chris stated that the attorneys were reluctant to go that route and the local officials did not want to go that route because local builders are coming in and building houses. Going into the future, Chris believes the municipalities have seen the problems that can be caused if the plan is signed and a surety is not in place. It's not that the proper tools were not there for the municipalities. It is the fact that they were not used.

Other ideas were discussed including the use of special assessments. Unfortunately, that is not a good alternative due to only a few houses being on the development. Chris thanked us for the discussion and asked the committee if there were any other ideas to please let him know.

American Recovery and Reinvestment Act (ARRA)

Darrell Lewis gave a brief status update on economic stimulus funds. The central office is trying to tie up ARRA funding with secondary projects. Additional projects were able to be included because bid amounts were lower than expected on construction projects. By September 15, 2010, IDOT must have everything set on amendments and joint agreements. There are still approximately 15 ARRA projects on the September letting, and there will probably be less than five on the November letting. The central office is attempting to have these authorized with FHWA by September 1, 2010. There were about 500 total projects that are funded by the \$280 million ARRA funds.

Mike Drey briefed the group on his experience with an ARRA project audit. He indicated the audit concerned a one-mile long resurfacing (\$800,000±) project which began in September 2009 and was completed in October 2009. In November 2009, they were visited by an FHWA auditor. It seemed the audit went well; however, in May 2010, they received a call that IDOT had a consultant auditor, who then came out and completed a separate audit. Their other ARRA project (~\$400,000) was the installation of a traffic signal. They have not been audited on that project. Mike is aware that both FHWA and IDOT have conducted audits at some of the other municipalities. Kevin Burke indicated that the FHWA's intent is to have audits done on all projects; however, a lot of the local projects are of short duration and have been completed. The FHWA may audit after-the-fact.

Capital Bill and Emergency Repair Program

Darrell Lewis mentioned that more than one-half of the Emergency Repair Program funding agreements have been executed. It has seemed to be a slow effort given that the mini-capital bill happened in April 2009. The funds were fully re-appropriated, and there has not been a time limit set on the program. Kevin Burke indicated there were about \$8.5 million left; however, there are still some Senators and Representatives that have not yet selected projects.

Darrell Lewis indicated that most FY10 local agency projects in the Capital Bill have gone forward. He indicated that bonding has been approved, and that individual Capital Bill projects, slated for FY11, would be funded at 95% upon construction contract execution.

Another part of the Capital Bill was the \$500 million to be distributed to the local highway agencies in Illinois. This has yet to be distributed. It is IDOT's understanding that legislation is needed for additional bonding authority in order to release the funds. Darrell mentioned that a meeting is planned for the next day with Secretary of Transportation Gary Hannig and several county, township and municipality representatives. Joe Schatteaman said the meeting is to go over preliminary ideas of possible distribution of part of the funds. Unofficially, discussions will revolve around the possible distribution of \$100 million of these funds in return for "sweeping" one-month of MFT funds. One-month of MFT funds comes to about \$50 million. The proposal is that once the one-month MFT funds are "swept," the \$100 million from Illinois Jobs Now! would be distributed, and the \$50 million in MFT funds would be provided sometime in the near future.

Excessive Unemployment Requirements

Kevin Burke said that Public Act 96-0929 was signed by the Governor and became effective June 16, 2010. The law changes excessive unemployment from 100% to 90%. The Department of Labor is charged with enforcement. For local-let projects, be sure to include LR107-6, and for state-let projects, BDE80264. Do not use LRS Checksheet #13.

Special Waste

Kevin Burke mentioned that the Bureau of Design and Environment issued PM66-10 that allows districts to perform Level I and Level II screening. For local projects that impact state right of way, the District will be able to perform the Level I and Level II screening. The Bureau of Local Roads and Streets will probably issue a Circular Letter concerning Special Waste.

Consultant Prequalification Requirements for Quality Assurance

Kevin Burke briefed the group on Circular Letter 2010-04, which was issued jointly by the Bureau of Local Roads and Streets and the Bureau of Materials and Physical Research. He mentioned that this was not a new policy, but that it emphasizes existing federal requirements for QC/QA. Consultants performing QA are required to be prequalified.

In Responsible Charge Requirement

Kevin Burke indicated that CL2010-07 was issued. It requires for federal aid projects a full-time employee "in responsible charge." The requirement can be met with a full-time, public employee holding a Professional Engineers license, or submittal of a form (BC775) to the Department of Transportation that documents the qualifications of the full-time employee and how they can act in responsible charge. Consultants are not allowed to be listed. If the full-time employee (i.e., Public Works Director) has a PE license, this should be noted in the pre-construction meeting minutes.

IDOT/Comptroller Issues with Contract Obligation Documents

Darrell Lewis explained that when a joint-funded agreement is entered into with a local agency, there needs to be a Contract Obligation Document (COD), which is initiated by the Department of Transportation and filed with the Comptroller. There has been a dispute since spring where the Comptroller's staff indicate the agreements appear to be grants and that the department should revise the forms. The Department's Office of Chief Counsel has been working to resolve the issue. This has caused a backlog of filing the CODs and resultant delay in payments. The issue was elevated to the Secretary of Transportation, and it may be that the situation has been resolved; however, the Bureau of Local Roads has not yet received word to continuing processing.

Resolutions/Legislation -- Storm Water

Joe Schatteman raised the issue that the IML is in development of legislative issues for the 2011 legislative session. The issue that he is proposing for input from the Public Works Committee is in regard to Stormwater. It is important issue because (1) if a homeowner's

association is responsible for Stormwater management and there is no homeowner's association, who responsibility is it for the Stormwater management, and (2) after a storm and local flooding occurs, how does a municipality address the issue. Lombard indicated that they believe it is the responsibility of the homeowners and they have a 5-year inspection program to help catch problems in the early stages.

Wisconsin municipalities have the ability to impose water/Stormwater utility fees. Joe indicated that he is seeking support from the committee to draft a resolution for the IML conference that would request additional tools for municipalities to address Stormwater run-off concerns. He also asked the committee if they had ideas for additional tools that the IML could request authority from the General Assembly for addressing Stormwater management. Joe indicated that an example could be allowing a special service area to be imposed on a development to address flooding. Another concern that was raised was that municipalities do not have authority to go onto private property to address overgrowth in private retention areas. A suggestion that was raised also included authority to impose an impact fee for Stormwater maintenance. Rick Marley suggested that a review of the authority of Drainage Districts be performed to see what tools they have to address Stormwater management. The bottom line is that in order to address the issue, it comes down to money. The committee agreed that a resolution would be a good idea.

Mechanistic Pavement Design Subcommittee

Kevin Burke indicated that the University of Illinois has made recommendations on updating mechanistic design on both rigid and flexible pavements. There have been issues between the concrete and asphalt industries as to whether the changes recommended are fair to one or the other industry. He plans to have a subcommittee meeting sometime in October to go over actual changes. One of the issues discussed will be good subdivision standards.

Land Development Code

Tim Harr asked for land development code examples of subdivision design. Bolingbrook and Champaign representatives indicated they have examples on their city websites.

Clean Construction Demolition Debris

Chris Dopkins mentioned they were surprised by Senate Bill 3721/Public Act 96-1416, regarding IEPA testing requirements on clean construction demolition debris. Dave Dratnol expects the end result for future projects will be that anytime geotechnical testing is done, environmental testing will also be required. Any dirt coming out of right of ways are classified as industrial properties and have to be tested. Kevin Bureau said the state is working with the IEPA on exemptions/agreements and will check to see if local agencies can be included. Mike Drey indicated that in addition, the acceptable level of contamination has been lowered. The sniffers are catching a lower level of possible contamination. Chris indicated that next year any sites to which fill materials are sent must be registered with the IEPA. Further discussion involved testing, certification and tipping fees. Joe Schatteman said he would look into the issue.

Revisions to Truck Access Route Program

Darrell Lewis said solicitations for the \$7 million program would probably get under way in September. Laws were passed last year making 80,000 lb. loads legal on all roads in Illinois. This may have affected the number of submittals received for FY11. A more likely reason for the fewer than expected number of applications is that the per-mile funding amounts are too low to generate interest. Counties suggested that the lane-mile amount be increased from \$30,000 to \$45,000; leaving the intersection amount at \$15,000; and raising the project limit from \$600,000 to \$900,000. Darrell asked for feedback from the group on these proposals. Committee members indicated intersection improvements are the most expensive portions of TARP project improvements and asked that the \$15,000 per intersection be increased proportionally or, if possible, doubled.

Minutes from the June meeting were approved. The next meeting will be held October 20, 2010 in Normal. Meeting adjourned.

IML Public Works Committee October 20, 2010

Emergency Repair

- Total Amount Funded – \$145,104,211
- Number of Projects Funded – 341
- Number of Joint Agreements Received – 262
- Number of Joint Agreements Approved – 188
- Total JA Amount (ERP + Other) - \$ 165,408,540.06
- Total ERP Funds in Agreements - \$ 117,120,964.50

Recycled Asphalt Shingles (RAS)

- BMPR has issued PM28-10.0 as provisional on August 13, 2010 to allow both manufacturer waste (Type 1) and tear-offs (Type 2).
- Recycling facilities must receive Beneficial Use Determination (BUD) from IEPA
- Separate stockpiles for Type 1 and Type 2.
- Tear offs require asbestos testing.
- Allowed at similar percentage in lieu of or in combination with RAP.

Non-Highway/Low Speed Vehicle Signs

- ILDOT Operations recommends minimal sign postings.
- Non-Highway Vehicles
 - Prohibited unless allowed by local ordinance and appropriate sign
 - Class of vehicles includes ATVs, Off-Road Motorcycle, Golf Cart, et al.
 - No Appropriate regulatory sign. Warning sign may be used as an option.
- Low Speed Vehicles
 - Allowed unless prohibited by local ordinance and appropriate sign.
 - Vehicle meets federal standards
 - Regulatory sign posted at major streets into local agency (corporate limits)

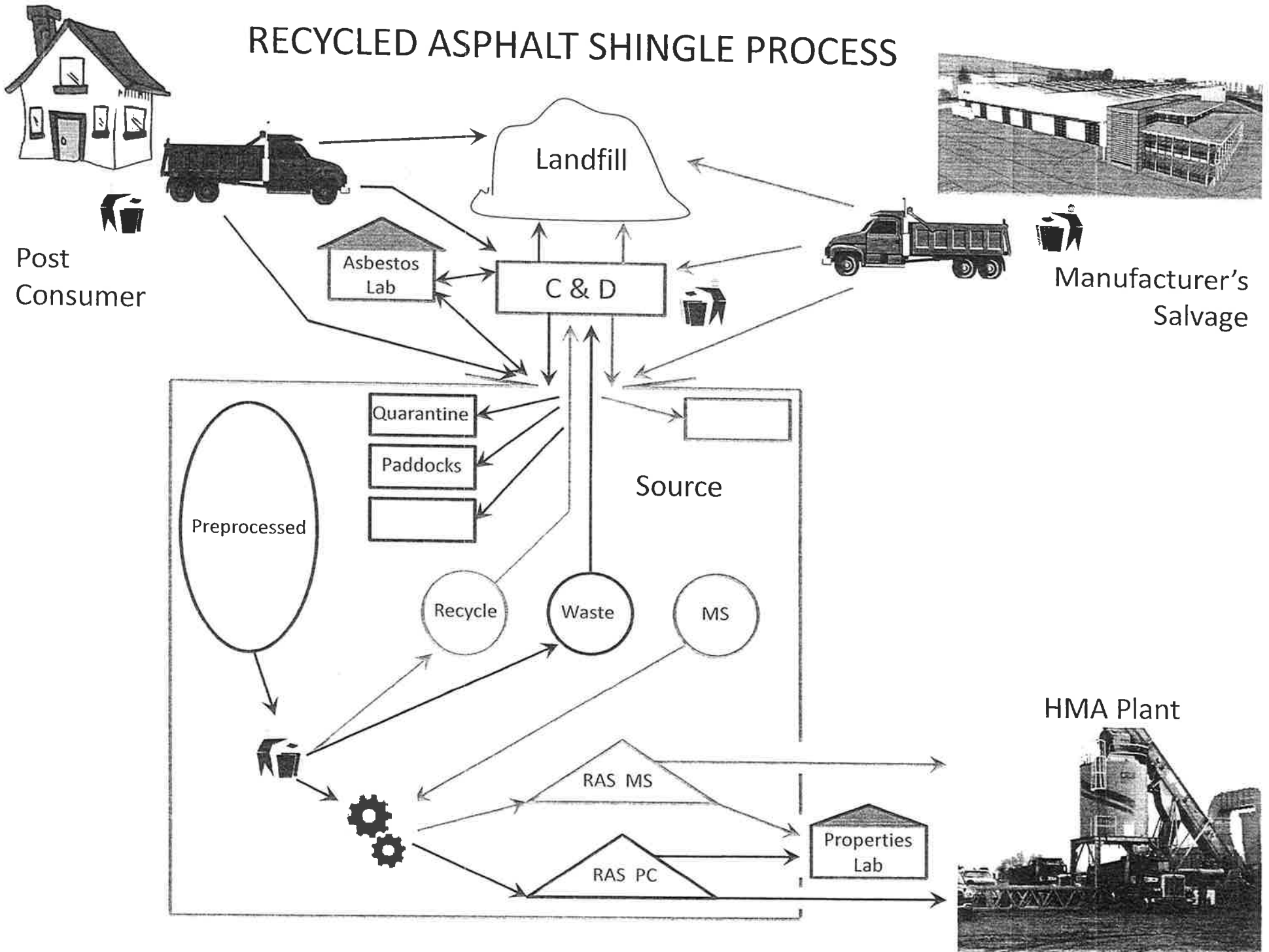
Pavement Design Subcommittee Update

- See attached spread sheet

Traffic Signal Master Agreement

- Yogi Gautam, Bureau of Operations, will provide overview of changes
- DRAFT Traffic Signal Master Agreement is attached.

RECYCLED ASPHALT SHINGLE PROCESS

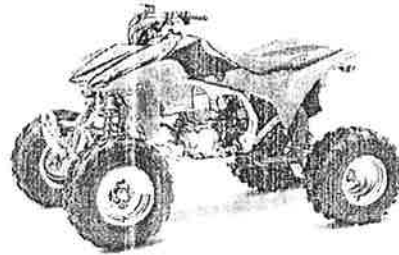
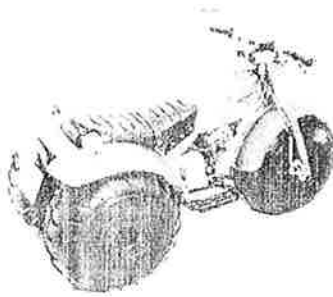


FAQ for Municipal Officials on the new law for the Operation of Non-Highway Vehicles and Low-Speed Vehicles

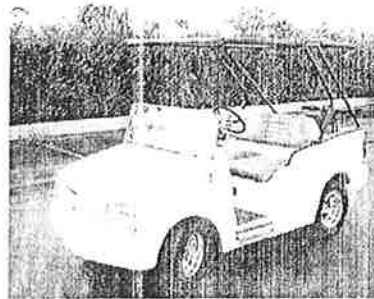
What is a non-highway vehicle?

A non-highway vehicle means a motor vehicle not specifically designed to be used on a public highway. It includes:

All-terrain vehicle – Any motorized off-highway device designed to travel primarily off-highway, traveling on 3 or more non-highway tires, designed with a seat or saddle for operator use, and handlebars or steering wheel for steering control and certain dimension and weight limitations.



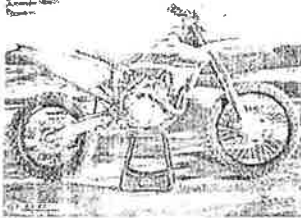
Golf cart – A vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs.



Neighborhood vehicle – A self-propelled, electric-powered, four-wheeled motor vehicle (or a self-propelled, gasoline-powered, four-wheeled motor vehicle with an engine displacement under 1200 cubic centimeters) that is capable of attaining in one mile a speed of more than 20 mph, but not more than 25 mph, and which does not conform to federal regulations under Title 49 C.F.R. Part 571.500.



Off-highway motorcycle – Any motorized device designed to travel primarily off-highway on 2 wheels and having a seat or saddle for the use of the operator.



Recreational Off-Highway Vehicle – Any motorized off-highway vehicle with 4 or more wheels, a 2,000 pound limitation, four or more non-highway tires, a non-straddle seat and a steering wheel. This would not include any vehicle used for lawn mowing.



What is a low-speed vehicle?

A low-speed vehicle is defined in state statutes as being similar to a neighborhood vehicle. Specifically, it states that a low-speed vehicle with a maximum speed greater than 20 mph but not more than 25 mph that conforms with the federal motor vehicle standards set forth in federal regulations under Title 49 C.F.R. Part 571.500. This includes the following safety equipment: (1) headlamps, tail lamps and brake lamps; (2) front and rear turn signals; (3) red reflectors on sides and rear of the vehicle; (4) mirrors; (5) a parking brake; (6) a windshield; (7) seatbelts; and (8) a vehicle identification number. An owner of a low-speed must obtain registration plates from the Secretary of State.



Are these vehicles allowed to operate on municipal streets?

Under Section 11-1426.1 of the Vehicle Code, it states that non-highway vehicles are not allowed to be used on roadways unless a municipality, township or county authorizes their use on its roadways where the speed limit is posted at 35 mph or less.

However, under Section 11-1426.2 of the Vehicle Code, it states that low-speed vehicles are authorized to be used on roadways if the roadway's speed limit is posted at 30 mph or less unless the municipality, township or county has specifically prohibited its use on that roadway and posted appropriate signs.

If my community is divided by a state highway, can a low-speed vehicle or non-highway vehicle cross to the other side?

Low-speed vehicles may cross a street at an intersection where the street being crossed has a posted speed limit of not more than 45 miles per hour. Low-speed vehicles may not cross a street with a speed limit in excess of 45 miles per hour unless the crossing is at an intersection controlled by a traffic light or 4-way stop sign.

Non-highway vehicles may cross at an intersection controlled by a traffic light or 4-way stop sign upon or across a highway under the jurisdiction of the State if the speed limit on the highway is 35 miles per hour or less at the place of the crossing.

How does a municipality authorize the operation of non-highway vehicles on their streets?

A municipality must adopt an ordinance or resolution to authorize the operation of non-highway vehicles on their streets. However, prior to this authorization, a municipality must determine that the public safety will not be jeopardized. Specifically, the municipality must consider the volume, speed, and character of traffic on the street. Municipalities must also determine that a non-highway vehicle may safely travel on or cross a street. Appropriate signs must be posted.

If a street is under more than one jurisdiction, both jurisdictions must authorize the operation of non-highway vehicles.

How does a municipality prohibit the operation of low-speed vehicles on their streets?

A municipality may simply adopt an ordinance prohibiting low-speed vehicles on any or all of its streets.

Can a municipality restrict certain types of non-highway vehicles?

Yes. Local governments may restrict the types of non-highway vehicles that can be authorized to be used on its streets.

We have a golf course surrounded by a neighborhood. Can we allow golf carts to be operated only on those roads?

Municipalities must survey their streets prior to allowing the operation of non-highway vehicles on roadways. For approving the use on streets, there is no indication that a municipality must survey any other roadway except for the ones they want to approve.

Do these vehicles have to follow the rules of the road?

Under the Section authorizing the operation of non-highway vehicles, there is no explicit requirement that these vehicles must follow the rules of the road. There is, however, an explicit statutory requirement that low-speed vehicles must follow the rules of the road. For all vehicles, the person operating the vehicle must have a valid driver's license and not be legally intoxicated. For non-highway vehicles, the vehicle must be insured.

What equipment must be included on these vehicles?

For non-highway vehicles, the vehicle must contain brakes, brake lights, head lights, rear lights, turn signals, a steering apparatus, tires, a rearview mirror, red reflector warning devices and a slow-moving vehicle emblem.

For low-speed vehicles, the equipment requirements are the same except, rather than a slow-moving vehicle emblem, it must contain a sign stating that the speed limit for the vehicle is 30 mph.

Can a municipality impose additional limitations regarding when these vehicles may be operating on roads?

For non-highway vehicles, the statute does not address whether a municipality may impose a local ordinance.

For low-speed vehicles, the statute provides that the operation of a low-speed vehicle upon any street is subject to applicable local ordinances.

Can a municipality impose a vehicle sticker fee on these vehicles?

Yes. The definition of motor vehicle includes low-speed vehicles and non-highway vehicles. The statute authorizes municipalities to require a payment of a tax or fee on owners of motor vehicles who reside in their municipality.

What are some advantages and disadvantages of these vehicles?

The main advantages are that these vehicles are relatively inexpensive to operate, cost less to purchase, and, if electrically powered, do not produce the pollutants associated with vehicles powered by internal combustion engines.

The main disadvantages of these vehicles are that they are relatively less safe than standard passenger vehicles under crash circumstances, present a major problem if they run out of power while in use, may have more difficulty operating in bad weather, and if electrically powered and used on a widespread basis, could place additional demands on the commercial power grid.

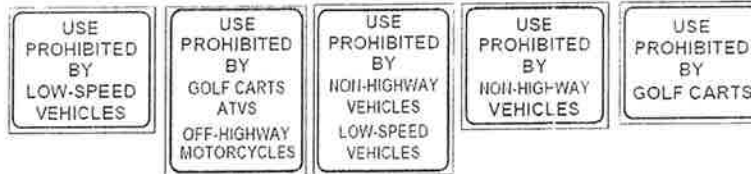
For further information or questions, you may contact:

Joe Schatteman, Research & Information Services Coordinator (jschatteman@iml.org)
Brian Day, Staff Attorney (bday@iml.org)
Illinois Municipal League
217/525-1220



APPROPRIATE SIGNS

- Regulatory Signs
 - Proposed R5-1103
 - Only required for Low-Speed Vehicles
 - Minimize number of signs



APPROPRIATE SIGNS

- Warning Signs
 - Golf Cart (W11-11)
 - No other types of vehicle have MUTCD symbol
 - Use Text Warning Signs
 - Minimize number of signs
 - Use sparingly



Brainstorming Ideas	CBLRS Comments	Outcome
GENERAL CONCEPTS		
Combining Policy - Matrix for selection of policy/ flow chart	This should not be a problem. Some factors could include funding source, letting type, manual section reference: New Construction (Mechanistic Design), Rehabilitation (In-Place Recycling, Overlay: 3R - Structural and Local Agency Interim Recycling Policy), and Maintenance (General Maintenance, Intermittent Resurfacing)	
Uniform thickness policy	3XNMAS	
Leveling Binder	Per existing table	
Route/Seal mill surface	Should this be included in regular mill and fill	
Safety Edge on Overlays	Concerns over whether this will work in colder climates	
ADA Requirements	All HMA Overlays will be considered alterations. General statement about PROWAG/ADAAG will be included.	
Innovative material (WMA, Recycled Tire - GTR, Manufactured Shingles,, etc)	Use Experimental Feature Program until approved.	
Experimental Feature Program - FHWA Process Review	More detailed description will be included in manual.	
General Maintenance		
Simplify - range of thickness regardless of existing pavement.	Eliminate different thicknesses based on existing surface type	2" on all roads
Thicknesses - 3XNMAS (District 1 chart)	Good mix selection table; however, will likely not be uniform between District Materials.	

Brainstorming Ideas	CBLRS Comments	Outcome
Reasonable Min Max thicknesses	<ul style="list-style-type: none"> • 3X NMAS should be the minimum (only list maximum). This will eliminate needing to revise manual in future if 4.75 mm surface mix becomes feasible. • Maximum 1.5" for higher volume roads, 2.0 " for roads <400 ADT. • Mill/Fill/Route/Seal – The milling of bituminous materials to any depth and replacing this material with HMA up to the same thickness + 1.0" may be classified as maintenance. 	MillFill+1"
Reflective Crack Control Improvements	All methods/material contained in Section 443 and Section 1062 of Standard Specs.	
LAPP		
Name Change	Combine with Local Agency Policy Resurfacing Program (Existing Section 37-8.05(d)) and rename Local Agency Interim Resurfacing Program	
Drainage Limited to cross road culverts/What else may be included (storm sewers appurtences, manholes, etc)	Makes sense to include some urban components.	Beth, Jeff, Chuck, and Mike will suggest language
Maximum flexibility		
Limits of thickness	<ul style="list-style-type: none"> • 3X NMAS should be the minimum (only list maximum). This will eliminate needing to revise manual in future if 4.75 mm surface mix becomes feasible. • Current Maximum 3.25" (Increase to 3.5" to allow for 3XNMAS) • Mill/Fill/Route/Seal – The milling of bituminous materials to any depth and replacing this material with HMA up to the same thickness + 2.0" may be classified as LAIRP. 	3.75" maximum pending FHWA approval
Minor Rehab - move to chapter 46	YES	
Minimum Lift Thickness is 37-1.02	All HMA will follow 3XNMAS	

Brainstorming Ideas	CBLRS Comments	Outcome
Special Maintenance		
Combine with regular maintenance/LAPP	Recommend Eliminating	
Between Maintenance and 3R Potential for use		
Milling, Crack Control, etc.		
Logical Termini		
Intermittent Resurfacing		
	DRAFT Policy from 2006 attached. Intended to allow agencies to plan for unexpected (usually due to winter deteriorations) short overlays	Eliminate 10, Combine Drainage with LAPP, Remove tonnage limit, add maximum length 3000' (allow variance), allow by lane. Chuck T. will simplify.
Overlay Policy - Structural		
73,280 lb pound	Designs should be based on 80,000 pound loads.	Remove 73,280 table; however, allow local to request variance.
Dynalect vs FWD	Any proven system should be allowed. How specific does the manual need to be as far as procedures.	
Overlay Policy - Functional	Make into LAPP	
Typical Subdivision Design	Part of new construction chapter. Need input from locals on what cross section/subgrade should include.	Resolve through a different subcommittee



DRAFT

Governmental Body Name			LOCAL ROADS & STREETS 2010 OCT 13 PM 2:06 CENTRAL BUREAU		
Address					
City, State, Zip Illinois					
Remittance Address (if different from above)					
City, State, Zip Illinois					
Telephone Number	Fax Number	FEIN/TIN			
Brief Description of Service (full description specified in Part 5) This is the Master Agreement for Governmental Body maintenance and apportionment of energy costs for traffic control devices located on State highways within or near the Governmental Body as shown on the attached Exhibit A. This agreement is authorized by 92 IllCS Adm Code 544.					
Compensation Method (full details specified in Part 6) Actual Cost	Travel Expense <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Agreement Term From: July 1, 2011		
Total Compensation Amount \$	Travel Amount \$0.0	Advance Pay <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	To: June 30, 2021		

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

DRAFT

Signature and Job Title of Authorized Representative

Type or Print Name of Authorized Representative Date

FOR THE DEPARTMENT:

, Regional Engineer, Division of Highways

Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form) Date

By: _____

Christine M. Reed, P.E., Director, Division of Highways, Chief Engineer

Matthew R. Hughes, Acting Director, Finance & Administration Date

Date: _____

By: _____

By: _____

Gary Hannig, Secretary of Transportation Date

By: _____

DRAFT

INTERGOVERNMENTAL AGREEMENT
FOR
GOVERNMENTAL BODY MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between

Please type or print legibly the GOVERNMENTAL BODY'S legal name and

Attn: _____

E-mail: _____

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.



Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification
Exhibit A	Locations and Cost Proportionment of Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions



PART 1
SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2011** to **June 30, 2021**.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.
- E. **Renewal.** This Agreement may not be renewed.

PART 2
GENERAL PROVISIONS

- A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.
- B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- C. Availability of Appropriation (30 ILCS 500/20-60):** This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.
- E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.
- F. Subcontracting/Procurement Procedures/Employment of Department Personnel**
1. Subcontracting. Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.
 2. Procurement of Goods or Services – Federal Funds. For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds that are in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.
 3. Procurement of Goods or Services – State Funds. For purchases of products or services with any State of Illinois funds that cost more than \$10,000.00, (\$5,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$31,300.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds in excess of the small purchase amount (currently set at \$31,300.00 for goods and services and \$20,000.00 for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3
FEDERALLY FUNDED AGREEMENTS**

[Not applicable to this Agreement.]

**PART 4
SPECIFIC PROVISIONS**

A. Invoices. The amount shown on each invoice shall be in accordance with the rates established in Part 6. All non-labor costs, if allowable, shall be listed and itemized as provided in Part 6.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

?????
?????
?????
?????
?????

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY's remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the Department may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

F. Software.

[Not applicable to this Agreement.]

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the Department pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. Tax Identification Number.

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), **and**
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, **and**
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: _____

Taxpayer Identification Number: _____

Legal Status (check one):

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Government |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____ |

M. International Boycott. The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. Forced Labor. The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583)

PART 5
SCOPE OF SERVICE/RESPONSIBILITIES

- A. Cost.** The DEPARTMENT and the GOVERNMENTAL BODY agree to the maintenance responsibility and to the division of energy costs, for the traffic signals and other traffic control devices listed on the attached Exhibit A.
- B. Maintenance.** Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the GOVERNMENTAL BODY indicated on Exhibit A, either with its own forces or through contractual agreements.
- C. Maintenance Level.** It is agreed that the signals and devices shall be maintained to at least the level of maintenance specified in Exhibit B, which is hereby made a part of this agreement. It is understood this will meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Additional provisions regarding maintenance may be incorporated in this document upon agreement on both parties.

- D. Deficiencies in Maintenance.** It is also understood that if, in the judgment of the Regional Engineer, the GOVERNMENTAL BODY has not provided maintenance in accordance with the maintenance level specified for those signal installations and devices which it has agreed to maintain, the DEPARTMENT will give the GOVERNMENTAL BODY a 30 day notice in writing of specific deficiencies. If the GOVERNMENTAL BODY has not corrected the deficiencies and notified the DEPARTMENT within the 30-day period, the DEPARTMENT will arrange for the appropriate maintenance efforts and bill the GOVERNMENTAL BODY for its share of the costs.
- E. Interconnect & Timing.** The GOVERNMENTAL BODY agrees to maintain all signal equipment and interconnects associated with interconnected signal systems and interconnects with at-grade railroad crossings. The DEPARTMENT, in cooperation with the GOVERNMENTAL BODY, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any state system intersection without prior DEPARTMENT approval. The DEPARTMENT may elect to allow the GOVERNMENTAL BODY to determine the signal timing to coordinate and regulate the flow of traffic at any location. The GOVERNMENTAL BODY shall inform the DEPARTMENT of any changes made in signal timings. The DEPARTMENT reserves the right to withdraw the privilege of timing signals from the GOVERNMENTAL BODY at any time.

Traffic signals interconnected with an at-grade railroad crossing shall not be modified without prior Illinois Commerce Commission and DEPARTMENT notification and approval. Interconnected signals at an at-grade railroad crossing may be repaired to the original condition; however, the Illinois Commerce Commission and the DEPARTMENT must be notified thereof.

- F. Interconnections: Installation & Damage.** The DEPARTMENT is not responsible for the cost of installing or maintaining traffic signals not on (but interconnected to traffic signals on) U.S. or State routes. Any damage done to State traffic signals in the attempt to connect local traffic signals shall be repaired to the DEPARTMENT's satisfaction and shall be the responsibility of the GOVERNMENTAL BODY.
- G. Master Monitoring Costs.** Master controllers installed on State intersections for the coordination of traffic signals are primarily used for the traffic signals located on U.S. or State routes. The GOVERNMENTAL BODY may connect traffic signals to a State owned master controller for the coordination or operation of non-State owned traffic signals, for the purpose of synchronizing time or gaining remote access. If the GOVERNMENTAL BODY desires a communications link to their office for monitoring purposes, the GOVERNMENTAL BODY shall pay the entire cost of installing and maintaining such monitoring system.

- H. Payment for Energy Costs.** The DEPARTMENT will reimburse the GOVERNMENTAL BODY for the DEPARTMENT's proportionate share of the energy charges.

- I. Costs for Pavement Markings.** The DEPARTMENT shall reimburse the GOVERNMENTAL BODY for any DEPARTMENT authorized pavement marking maintenance required for the operations of the traffic signal installation. This shall include any stop bars, crosswalks, symbols, reflectors, edge lines or lane lines required for supplementing the traffic signal installation.

J. Indemnity. The GOVERNMENTAL BODY shall indemnify and hold harmless the DEPARTMENT for any and all third party claims for personal injury and property damage arising solely out of the maintenance of the signals and devices listed in Exhibit A.

K. Maintenance Contractors. Maintenance contracts shall be subject to DEPARTMENT approval prior to award. The DEPARTMENT, after consultation with the GOVERNMENTAL BODY, reserves the right to reject any electrical/maintenance contractor assigned work by the GOVERNMENTAL BODY that, in the judgment of the DEPARTMENT, has proposed or bid rates or charges in excess of usual and customary for the type of work being performed.

L. Emergency Vehicle Preemption Devices. The costs of installation, timing, phasing, and maintenance of emergency vehicle preemption systems shall be the sole responsibility of the GOVERNMENTAL BODY. Any Governmental Body must notify the DEPARTMENT of any change in the emergency vehicle preemption system. However, the DEPARTMENT reserves the right to approve or reject, at any time, the placement of such systems on its traffic signal equipment.

M. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the DEPARTMENT and the GOVERNMENTAL BODY for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the DEPARTMENT be superseded and be of no force or effect.

All parking ordinances and provisions bearing on items other than traffic signal and traffic control device maintenance and energy charges contained in presently existing agreements or letters of understanding between the DEPARTMENT and the GOVERNMENTAL BODY shall remain in full force and effect.

N. Modification. Exhibit A can be modified to add or delete signals or devices, but only by written revision signed by the Regional Engineer and the authorized representative for the GOVERNMENTAL BODY. The modification shall be effective when fully executed and filed with the Clerk or Secretary of the GOVERNMENTAL BODY. This provision applies only to modification of Exhibit A.

O. Plan Review. All traffic signal plans prepared by others for installation on State highways within municipal corporate limits, which are to be added to this agreement, must be reviewed and approved by the DEPARTMENT and the GOVERNMENTAL BODY.

PART 6
COMPENSATION FOR SERVICES

A. Cost Sharing. As indicated in Exhibit A, the cost of energy and maintenance of traffic signals and/or other traffic control devices shall be shared in proportion to the number of approaches maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as listed in Exhibit A, as well as engineering costs for any approved coordination and timing studies, shall be shared in proportion to the approaches maintained by each unit of government at all intersections within the interconnected system.

B. Billing. Bills shall be submitted on a _____ basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices that are the responsibility of the DEPARTMENT. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the DEPARTMENT before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The DEPARTMENT reserves the right to examine the records of the GOVERNMENTAL BODY to determine that costs billed are fully documented.

GOVERNMENTAL BODY costs are composed of labor, equipment, materials and the quantity of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the GOVERNMENTAL BODY to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be as listed in the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

PART 7

AGREEMENT AWARD NOTIFICATION

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds? Yes No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single

EXHIBIT A

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the _____ of _____, that are subject to the provisions of the attached Master Agreement to which this list is an exhibit.

LOCATION	% of Maintenance Responsibility			% of Energy Charges Responsibility			Agency Performing Maintenance
	State	Local	Other	State	Local	Other	

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

Explanation of Revisions

Except for some revisions, the proposed maintenance provisions are mainly the same as the previous maintenance provisions. The feedback from the districts has been that provisions have been difficult to meet. Consequently, several requirements have been modified to be annual rather than semiannual.

The relamping requirements are still there but the focus is shifting to LED modules since within next few years all signals will be mostly LEDs.

The conflict monitor/ MMU testing has been a controversial topic. Because of the labor and the tester costs, several districts have not complied with this provision. Also, the perceived monitor failure rate is very low. Moreover, in testing the signals have to go in flash mode thus creating a traffic hazard. However, some may argue that however remote the chance, a failed CMU/ MMU may lead to sever crash resulting in injuries and fatalities. Plus CMU/MMU test leaves a paper trail which can prove solid defense against law suits.

Therefore, CMU/ MMU testing is not required in Exhibit B, but it is optional. If a district sees a need to continue testing they may develop a written district policy and modify their district Electrical Maintenance Contract.

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his/her signature and date of entry. These shall be kept in the cabinet to assist the DEPARTMENT on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the DEPARTMENT's Standard Specifications for Road and Bridge Construction. Failure to meet the DEPARTMENT's specifications shall be justification for permanent removal of the non-compliant equipment by the DEPARTMENT, with the cost of removal to be the responsibility of the GOVERNMENTAL BODY.

Any costs incurred as a result of exceeding the DEPARTMENT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the GOVERNMENTAL BODY.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system.

The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection, ~~or at least every six months~~. All cost of inspecting and maintaining the highway lighting system equipment, is the responsibility of the GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing highway lighting system equipment is the responsibility of the GOVERNMENTAL BODY.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection, ~~or at least every six months~~. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of the ~~local fire district or~~ GOVERNMENTAL BODY. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of the ~~local fire district or~~ GOVERNMENTAL BODY.

5. RAILROAD PREEMPTION

At all locations with railroad/traffic signal interconnects, respond to any and all emergency all red flash alarms in a timely manner and notify the Illinois Commerce Commission and the DEPARTMENT of the malfunction.

None of the traffic signal railroad preempt parameters including but not limited to the phase timings, phase sequences and pedestrian and vehicular clearance intervals can be modified without prior approval from the DEPARTMENT and the Illinois Commerce Commission.

Maintain unique spare controller data modules or sets of data chips containing the final railroad preemption parameters for each location.

Cooperate in any inspection as deemed necessary by the DEPARTMENT or the Illinois Commerce Commission.

The DEPARTMENT shall provide contact personnel available at all times to who railroad preemption malfunctions must be reported.

6. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

7. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the DEPARTMENT shall share in the loss.

8. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

9. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

Provide the DEPARTMENT the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the DEPARTMENT informed of any changes of same.

10. L.E.D. SIGNAL HEADS

Maintain-Install all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties. Maintain logs of the dates of the L.E.D. modules installation for warranty and for end of service life determination purposes.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD AND L.E.D. MODULE REPLACEMENT

An L.E.D. module shall be considered failed and shall be replaced if at least one-fourth of the signal indication is dark or if the module fails to meet ITE specification on minimum maintained luminous intensity.

Replace failed modules for all red signal indications within twenty-four (24) hours of notification of failure or on the next business day following the notification. However, if two or more red indications for an approach are failed, these modules must be replaced as soon as possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other failed modules within forty-eight (48) hours or next business day of notification of failure.

Provide replacement light emitting diodes (L.E.D.) signal heads and modules that conform fully comply to the latest applicable Institute of Transportation Engineers (I.T.E.) specifications for L.E.D. signal heads vehicular and pedestrian L.E.D. signal modules, including but not limited to, color and intensity requirements. The signal and pedestrian housings shall also comply with the applicable ITE specifications.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system maintained by the GOVERNMENTAL BODY, repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

As needed Assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems ~~every six months~~ annually or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

E. ANNUAL

15. RELAMP

For the remaining incandescent signal heads, Clean ~~clean~~ reflectors, lenses and lamps once at least every twelve (12) months or as needed more often, if necessary. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

26. CONTROLLER CHECK

~~Remove and clean and overhaul the controller (except solid state), relays, special auxiliary control equipment, and time clocks once a year or more often if necessary. When solid state~~

controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a bi-annual cabinet inspection.

~~3. CONFLICT MONITOR TESTING~~

~~Conduct a complete test of each conflict monitor and malfunction management unit. The following tests shall be performed: Indicator, System/Timing, Conflict/Voltage/Clearance, Green/Green Permissive, Complete Permissive, and Extended (inc. Red/Green Dual Display, Watchdog Failure, etc.). It is recommended that testing be performed with the aid of an automated conflict monitor tester.~~

47. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a bi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

58. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

69. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the DEPARTMENT.

7.10 PAVEMENT MARKINGS

Inspect pavement markings and replace as necessary to insure proper motorist and pedestrian guidance. Insure that stop bars, symbols and crosswalks are in good condition. Insure lane, edge and center lines, and reflectors, provide clear delineation for motorists during daytime and nighttime.

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Illinois Department of Transportation
Traffic Signals Maintenance Agreement

★ **Intergovernmental Agreement (IGA) for Traffic Signal Maintenance**

★ By Yogesh (Yogi) Gautam, P.E.
Illinois DOT
2300 S Dirksen Pkwy, Room 009

Email: yogesh.gautam@illinois.gov
Phone: (217) 782-3452

October 20, 2010

Illinois Municipal League Meeting, Bloomington, IL

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Illinois Department of Transportation
Traffic Signals Maintenance Agreement

★ **Agreement between the local government and the State of Illinois (DOT)**

★ **Many IGAs/ Traffic Signal Master Agreements expire on June 30, 2011**

★ **The new IGAs for 10 years**

★ **No Federal funds, (100 % State funds)**

October 20, 2010

Illinois Municipal League Meeting, Bloomington, IL

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