

**Memorandum  
Public Works Department**



**To:** City Manager  
**Subject:** IL92 & RI Parkway Railroad Crossing IDOT Construction and Maintenance Agreement  
**Date:** June 2, 2021  
**Number:** 2021-100

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Illinois Department of Transportation (IDOT) intends to make improvements to the traffic signals located at the intersection of IL92 (Andalusia Road and the Rock Island Parkway). As part of this work, improvements will also be made to the adjacent railroad crossing signals.

The railroad crossing signals are owned by the City of Rock Island. As such IDOT guidelines and procedures, IDOT requires a construction and maintenance agreement with the City for them to design and install the improvements. All associated City costs from this work will be reimbursed by the State.

**Recommendation**

It is recommended that the City Council approve the attached State of Illinois Department of Transportation Construction and Maintenance Agreement and authorize the City Manager to execute the documents.

**Submitted by:** Michael T. Bartels, Public Works Director  
Michael J. Kane, P.E., City Engineer

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**Approved by:** Randall D. Tweet, City Manager

City of Rock Island at Centennial Expressway, s/o Andalusia Road  
DOT/AAR No.: 604312D, M.P. 2.88  
Section No.: (48MFT - 62MFT)TS-1  
Job No.: C-92-049-17  
Contract No.: 64M24  
Agreement No.: RR-217-050  
City of Rock Island, in Rock Island County, Illinois

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
CONSTRUCTION AND MAINTENANCE AGREEMENT

This Construction and Maintenance Agreement, hereinafter referred to as the "AGREEMENT", 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 CITY OF ROCK ISLAND, hereinafter referred to as the "CITY", collectively referred to as the "PARTIES" and individually referred to as "PARTY".

WITNESSETH:

WHEREAS, Centennial Expressway (FAU 5796) as presently located and constructed in the northwest quarter of Section 28, Township 17 North, Range 2 West of the Fourth Principal Meridian in the City of Rock Island, Rock Island County, Illinois, there crosses the track of the CITY by means of an at-grade crossing DOT/AAR No. 604312D, M.P. 2.88, protected by cantilevered automatic flashing lights; and

WHEREAS, the said at-grade crossing is currently maintained by the CITY; and

WHEREAS, in the interest of public safety and convenience, the STATE hereto desires to remove and replace the existing traffic control signals and controller cabinet at the intersection of Andalusia Road and Centennial Expressway that are interconnected with the railroad crossing signals and perform other necessary work, hereinafter referred to as the "PROJECT", substantially as shown on the prints of the general drawings marked Exhibit A (sheets 1 – 10), attached hereto and made a part hereof; and

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WHEREAS, the STATE has provided the engineering plans and special provisions to the CITY and has requested from the CITY to provide its review and comments on the engineering plans; and

WHEREAS, the proposed PROJECT requires the services of CITY flaggers(s); and

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

SECTION 1. The preliminary and detailed plans, specifications and special provisions for the PROJECT shall be prepared by or for the STATE at its expense; and all such plans, specifications and special provisions, affecting the interests of the CITY, shall be subject to the reasonable approval by the CITY's authorized representative.

SECTION 2. The plans and estimates of cost for changes in the CITY's facilities and appurtenances on the CITY's right-of-way, as necessitated by the proposed improvement, shall be prepared by or on behalf of the CITY at the expense of the STATE; and, all such plans and estimates shall be subject to the reasonable approval by an authorized representative of the STATE.

SECTION 3. No changes shall be made on any approved plans, specifications or special provisions by either PARTY hereto without the consent in writing of the other PARTY.

SECTION 4. The PARTIES hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (I) WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete:

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- (a) The preliminary engineering required for preparation of plans, specifications and special provisions for the PROJECT as set forth in this AGREEMENT.
- (b) The installation of 48' of 4" diameter galvanized steel conduit at a minimum depth of 5' – 6" below bottom of rail.
- (c) The installation of 23, #14 cables inside the 4" steel conduit.
- (d) Engineering and inspection as set forth in this AGREEMENT.
- (e) Incidental work necessary to complete the items hereinabove specified.

The STATE's work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the CITY shall be notified of the contractor(s) receiving such award for all work affecting the CITY's interest.

(II) WORK BY THE CITY. The CITY shall furnish or cause to be furnished, at the expense of the STATE, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, 23 C.F.R. §140.900, and supplements, all the labor, materials and work equipment required to perform and complete:

- (a) All temporary and permanent alterations or relocations of communication and signal wire lines, signals and railroad appurtenances on its right-of-way as may be necessitated by the construction of the PROJECT.
- (b) Engineering review of the plans, specifications and special provisions for the proposed conduit under the railroad track and engineering and inspection as set forth in this AGREEMENT.
- (c) The furnishing of flagman as required for protection of railroad traffic in conjunction with the work to be performed by the STATE or its contractors

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as set forth in this AGREEMENT. **It is estimated that one (1) flagger will be required for approximately 15 days.**

- (d) Connect the new traffic signal cables to the existing Railroad crossing signals.
- (e) Incidental work necessary to complete the items hereinabove specified.

The estimated cost of CITY's work set forth above is \$ \_\_\_\_\_ as shown on the detailed estimate(s) attached hereto and marked as Exhibit B.

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. A representative of the STATE shall be present at the job site during construction to inspect the work and to assure that all work and materials meet the requirements as set forth in the STATE's "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016 and the "Supplemental Specifications and Recurring Special Provisions" in effect on the date of the invitation for bids. Each PARTY shall give the other PARTY a seventy-two (72) hour notice in advance of commencement of the work set forth in this AGREEMENT.

SECTION 5. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the STATE's "Standard Specifications for Road and Bridge Construction" adopted April 1, 2016, and the STATE's "Supplemental Specifications and Recurring Special Provisions" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the CITY, shall be carried in limits of \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

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SECTION 6. The CITY agrees to make all reasonable efforts to furnish the services of a CITY -employed or CITY -contracted flagger or flaggers. The CITY further agrees that should a railroad emergency or other extraordinary situation occur and the CITY is unable to provide a flagger or flaggers when needed by the STATE's contractor, the CITY may provide other means of protecting its facilities. These alternate means shall be acceptable to the STATE and the CITY. Nothing contained herein shall preclude or limit the CITY's right to require or provide a railroad flagger when in the CITY's sole judgment, such railroad flagger is necessary. Said railroad flagger or alternate means shall be provided by the CITY at the STATE's sole cost and expense.

All flagging invoices shall be submitted by the CITY to the STATE as set forth in this AGREEMENT.

The flagging invoices should include sufficient identification numbers such as STATE's Job Number, Section Number, Contract Number and project location, so that the STATE is able to apply the invoices to the appropriate account.

The STATE shall require the contractor(s) to notify the CITY at least thirty (30) calendar days in advance of the need of flagging services. For the purposes of this AGREEMENT, a calendar day is defined as any day shown on the calendar.

SECTION 7. Subsequent to the award of any contract(s), and before any work is started on this PROJECT, a pre-construction conference shall be held between the STATE, CITY, and the interested contractor(s), at a time and place as designated by the STATE's representative, for the purpose of coordinating the work to be performed by the several PARTIES, and at which time a schedule of operations will be adopted.

SECTION 8. Each PARTY for carrying out its work as herein set forth, will provide the necessary preliminary and construction engineering and inspection and the costs for such

services shall be borne by the STATE. The costs as incurred by the CITY for inspecting the work performed by the STATE as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the STATE.

SECTION 9. If applicable, the temporary minimum clearances, with reference to the CITY's track, of any necessary falsework, bracings or forms as required for the construction of the PROJECT, shall be not less than:

Vertical – the existing vertical clearances above the top of rails but no less than 21.5' above top of high rail; and

Lateral – 9' from centerline of the track.

SECTION 10. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), to remove from within the limits of the CITY's right-of-way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor(s), and to leave the right-of-way upon which the said contractor(s) carried on operations in a neat condition, reasonably satisfactory to the authorized representative of the CITY.

SECTION 11. The STATE shall require its contractor(s), before entering upon the CITY's right-of-way including the limits of the STATE's easements for performance of any construction work and work preparatory thereto, to notify the authorized representative of the CITY for the occupancy and use of the CITY's right-of-way including the limits of the STATE's easements and to comply with all CITY requirements for right-of-entry agreements, railroad clearances and operation to the extent that such requirements do not conflict with applicable State laws or Illinois Administrative Codes. Upon submission of all required items to the reasonable satisfaction of the CITY, CITY will issue its standard right of entry to STATE's contractor.

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SECTION 12. The safety and continuity of operation of the traffic of the CITY shall be at all times protected and safeguarded, and the STATE shall require its employees and contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the CITY's authorized representative for his approval without which it shall not be commenced or performed; such approval must not be unreasonably withheld. The approval of the CITY's authorized representative shall not be considered as a release from responsibility, or liability for any damage which the CITY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

SECTION 13. When the construction of this PROJECT is completed, the STATE shall maintain at its expense, or by agreement with others provide for the maintenance of, the conduit and cables inside the conduit and all highway facilities connected to said conduit.

In order to fulfill its maintenance obligation, the STATE shall have access to the conduit and all highway facilities connected to said conduit at all times for the performance of inspections, repair, construction, reconstruction and maintenance. The CITY shall be notified by the STATE whenever such activities may affect the CITY's operations. All construction, reconstruction, inspections, repair or maintenance work shall be performed in accordance with the applicable STATE's "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" in effect on the date the work is performed.

The CITY shall maintain at its expense, its tracks, ballast, subballast, signals and all other railroad facilities. In the event of railroad derailments, accidents or collisions caused in whole or in part by the negligence of the CITY and resulting in damage to the STATE conduit and cables inside conduit, highway appurtenances or right-of-way, the STATE shall repair or



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replace said conduit and cables inside conduit, highway appurtenances or right-of-way in compliance with the applicable STATE's design standards and specifications, "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" in effect on the date the work is performed, and the CITY agrees to reimburse the STATE for the actual cost of such repairs or replacement caused by CITY's actions or negligence all in accordance with State law in effect at the time of the railroad derailment, accident or collision.

SECTION 14. The CITY 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.

The CITY, for performance of its work as outlined in this AGREEMENT, may bill the STATE monthly, for the costs and expenses incurred. After the STATE's representatives have checked the progressive invoices and they have agreed with the CITY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the CITY in accordance with the State Prompt Payment Act (30 ILCS 540), as currently enacted. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The CITY, upon the completion of its work, shall, within one hundred twenty (120) calendar days, render to the STATE a detailed final invoice of the actual cost and expense as incurred by it or for its account. After the STATE's representatives have checked the progressive invoices and the final invoice and they have agreed with the CITY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall promptly reimburse the CITY in accordance with the State Prompt Payment Act (30 ILCS 540), as currently enacted, for the amount of the final invoice, except that for any portion of the final

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invoice in excess of the estimated cost as shown in this AGREEMENT. The STATE may withhold payment of such excess cost until the CITY has provided reasonable backup detail as requested by the STATE to justify the additional cost, and the STATE shall promptly review such backup detail as provided by the CITY and shall thereafter promptly pay the costs in excess of the estimated costs unless reasonable exception is taken thereto.

If the PARTIES cannot reach agreement on reimbursement of the CITY's costs above the estimated costs, each PARTY retains all legal and equitable remedies regarding the payment of same; such reimbursements, however, are subject to the provisions of this AGREEMENT.

All invoices shall be clearly marked as "progressive invoice" or "final invoice", as applicable. The CITY shall submit four (4) copies of each invoice to the STATE. All invoices should be sent to the Illinois Department of Transportation's District 2 office addressed to:

Dewayne Bonnell Jr.  
Utilities and Railroads Technician  
Illinois Department of Transportation  
819 Depot Avenue  
Dixon, IL 61021

The CITY shall maintain, for a minimum of three (3) years from the date final payment has been received by the CITY, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT; and all books, records, and supporting documents related to this AGREEMENT shall be available for review and audit by the Auditor General and other STATE auditors; and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and other STATE auditors 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 this

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AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the federal or STATE representatives have audited the expenses as incurred by the CITY, including such amounts as may have been suspended from any previous payment, the STATE shall promptly reimburse the CITY for the suspended amounts, less the deduction of any item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the federal or STATE representatives as not being eligible for reimbursement exceeds the suspended amounts, then the CITY shall promptly reimburse the STATE for the overpayment.

SECTION 15. It is the policy of the US Department of Transportation that disadvantaged business enterprises, as defined in 49 Code of Federal Regulations (CFR) Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 CFR Part 26 apply to this AGREEMENT. The CITY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R §26, have the maximum opportunity to participate in the performance of this AGREEMENT.

The CITY, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The CITY shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of federally-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy deemed appropriate.

Pursuant to 820 ILCS 130/1 et seq., as currently enacted, in the event any work is performed by other than CITY forces, the provisions of "an act regulating wages of laborers,

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mechanics and other workers employed in public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works" shall apply. Pursuant to 820 ILCS 130/4, CITY 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 16. The PROJECT herein contemplated shall be subject to all applicable federal laws, rules, regulations, orders and approvals pertaining to this AGREEMENT, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. The STATE will reimburse the CITY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment, including all preliminary engineering costs that were accrued prior to the execution of this AGREEMENT.

SECTION 17. In compliance with Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart B, (23 CFR 646B) and supplements, which determines (among other things) the railway benefit and liability, the construction of the PROJECT as herein proposed meets Classification 2 of Section 646.210(b), a category not considered as a benefit to the CITY, and no contribution by the CITY is required.

SECTION 18. In the event that delays or difficulties arise in securing federal approval, or in acquiring right-of-ways, or in settling damages or 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 a construction contract is executed or actual construction is started, the STATE may serve formal notice of cancellation upon the CITY and this AGREEMENT shall thereupon become null and void.

SECTION 19. 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, should the Illinois General Assembly or the

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Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

SECTION 20. By separate agreement or by condemnation the CITY shall convey to the STATE any temporary or permanent property rights necessary to construct, maintain or reconstruct the PROJECT.

SECTION 21. The CITY is hereby requested by the STATE, to perform preliminary engineering for the PROJECT, and authorized to accrue PROJECT reimbursable preliminary engineering costs beginning on January 20, 2021. The CITY hereby agrees to not invoice the STATE until such time this AGREEMENT is fully executed.

SECTION 22. This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

SECTION 23. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.