

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Tourism & Event Commission **DATE:** February 18, 2003
(Name)

RECOMMENDATION FROM: N/A **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND METRO TRANSPORTATION GROUP, INC.", as presented.



SUMMARY OF ITEM:

Approval of this resolution will authorize an agreement with Metro Transportation Group, Inc. for the Brook Drive at Finley Road Traffic Signal Modernization.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND
METRO TRANSPORTATION GROUP, INC.**

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

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Metro Transportation Group, Inc. ("Metro"), for the Brook Drive at Finley Road Traffic Signal Modernization, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

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

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

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 That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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

Mayor

Passed:

Attest: _____
Village Clerk

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to Friday, November 7, 2003 at 5:00 PM.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, ATTN: Mr. Michael D. Millette, PE, Assistant Director of Public Works - Engineering in an enclosed envelope marked "PROPOSAL – TRAFFIC SIGNAL MODERNIZATION, BROOK DRIVE AT FINLEY ROAD – PROJECT # 16-03".
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, telegraph, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential bidder.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum.
- 2.3 In case of error in the extension of prices in the bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.

- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a telegram or letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a telegram or letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of sixty (60) calendar days from the date set for the proposal opening, unless otherwise specified.

4. DELIVERY

- 4.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

5. TAX EXEMPTION

- 5.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number is 36-6005857.

6. RESERVED RIGHTS

- 6.1 The Village of Downers Grove reserves the right to waive irregularities and informalities and to accept any Proposal and to reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

7. VILLAGE ORDINANCES

- 7.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

8. USE OF VILLAGE'S NAME

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

9. SPECIAL HANDLING

- 9.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, (including any liability under the Illinois Structural Work Act, known as the Scaffolding Act), which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
- 12.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 12.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 12.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 12.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 12.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.
(Filed February 6, 1981, Effective February 9, 1981.)
- 12.9 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

13. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 13.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- 13.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 13.3 Providing a copy of the statement required by subparagraph 13.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 13.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 13.1 above from an employee or otherwise receiving actual notice of such conviction.
- 13.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 13.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 13.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PREVAILING WAGE ACT

- 14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

15. INSURANCE REQUIREMENTS

- 15.1 Proposer shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Proposer's bid.

15.2 Minimum Scope Of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- B. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability Code 1 ("any auto").
- C. Workers' Compensation insurance as required by the State of Illinois and Employer's Liability Insurance.

15.3 Minimum Limits Of Insurance

Proposer shall maintain limits no less than:

- A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

15.4 Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.5 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- A. General Liability and Automobile Liability Coverages.

i. The Municipality, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Proposer, premises owned, occupied or used by the Proposer, or automobiles owned, leased, hired or borrowed by the Proposer, and products and completed operations of the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officers, officials, employees or volunteers. The wording, "The Village of Downers Grove, its officers and employees are additional named insured", must appear on the certificate.

ii. The Proposer's insurance coverage shall be primary insurance as respects the Municipality, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officers, officials, employees or volunteers shall be excess of the Proposer's insurance and shall not contribute with it.

iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officers, officials, employees or volunteers.

iv. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Municipality, its officers, officials, employees and volunteers for losses arising from work performed by the Proposer for the Municipality.

C. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Municipality.

15.6 Acceptability Of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Insurer shall be a licensed insurer in the State of Illinois.

15.7 Verification Of Coverage

Proposer shall furnish the Municipality with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person

authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Municipality before work commences. The Municipality reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.8

Subcontractors

Proposer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15.9

Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

INSURER'S NAME General Casualty

AGENT William Bradish

Street Address 215 N. Arlington Heights Road

City, State, Zip Code Arlington Heights, IL 60004

Telephone Number (847) - 259-2400

PROPOSER'S CERTIFICATION

Proposer, Metro Transportation Group, Inc., hereby certifies that
(Name of Proposer)

it is not barred from bidding on the contract for:

Brook Drive at Finley Road Traffic Signal
(Description of Contract) Modernization

as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: *Ray P. Urban*
Proposer's Authorized Agent

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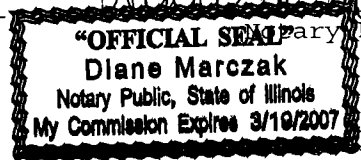
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
this _____
NAME

Subscribed and sworn to before me

10th day of November, 20 03.
Diane M. Marczak

Social Security Number



(Fill Out Applicable Paragraph Below)

(a) Corporation

The Supplier is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Metro Transportation Group, Inc., and the full names of its Officers are as follows:

President: David B. Miller

Secretary: Rolf P. Kilian

Treasurer: David B. Miller

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of:

_____ which name is registered with the office of _____ in the state of _____

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is _____

_____ and if operating under a trade name, said trade name is _____

_____ which name is registered with the office of _____

in the state of _____

16. COPYRIGHT/PATENT INFRINGEMENT

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

17. SUBLETTING OF CONTRACT

17.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Purchasing Manager. In no case shall such consent relieve the Awarded Proposer from his obligation or change the terms of the contract.

18. TERM OF CONTRACT

18.1 The contract may be extended yearly by mutual agreement of both parties, providing such agreement shall be made in writing and agreed upon by both parties and providing a price increase does not exceed two (2%) percent.

19. TERMINATION OF CONTRACT

19.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.

19.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

20. DELIVERIES

20.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

21. BILLING & PAYMENT PROCEDURES

- 21.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village of Downers Grove payment schedule. The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 30 ILCS 540/3-2, in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 21.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 30 ILCS 540/3-3. The notice shall identify the defect and any additional information necessary to correct the defect.
- 21.3 Please send all invoices to the attention of Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515 ATTN: Mr. Mike Millette, PE, Assistant Director of Public Works – Engineering.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 The Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

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

25. STANDARD OF CARE

25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representations, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

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

25.3 Project site visits by Engineer during construction or equipment installation or the furnishing of Project representatives shall not make Engineer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s') failure to perform its work in accordance with contract documents.

26. GOVERNING LAW

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

27. SUCCESSORS AND ASSIGNS

27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

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

29. AMENDMENT

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

30. CHANGE ORDERS

30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.

31. SEVERABILITY OF INVALID PROVISIONS

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

32. NOTICE

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

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

**Name of Contact
Name of Firm/Business
Street Address
City, State, Zip**

RECEIVED

OCT 23 2003



Submitted By:

Proposer (s) Metvo Transportation Group, Inc.
Street Address 1300 Greenbrook Blvd.
City State Zip Hanover Park, IL 60133
Phone No./FAX No. (630) 213-1000 / (630) 213-3227

REQUEST FOR PROPOSAL

BROOK DRIVE AT FINLEY ROAD TRAFFIC SIGNAL MODERNIZATION

*Village of Downers Grove
Public Works Department*

Project # 16-03

October 20, 2003

I. PROJECT APPROACH

The following is an overview of the major areas of work anticipated for the Brook Drive at Finley Road traffic signal modernization:

A. General

Metro Transportation Group will assume responsibility for preparation of the following components of the proposed improvement project:

- Obtain existing roadway plans from the Village.
- Field check site to verify existing conditions.
- Conduct manual traffic counts.
- Coordinate traffic forecasts with the Chicago Area Transportation Study.
- Prepare an Intersection Design Study.
- Prepare temporary traffic signal plans, specifications and construction cost estimate.
- Prepare permanent traffic signal modernization plans, specifications and construction cost estimate.
- Assist in selection of contractor.

Through the course of the project, Metro will attend required meetings with the Village of Downers Grove, utility companies and other public and private parties.

Metro will employ the following program guidelines for the Brook Drive and Finley Road improvement project:

- Develop a program scope prior to initiation of the project, which identifies all known components.
- Employ Quality Control/Quality Assurance procedures and implement and monitor the procedures for the duration of the project.
- Prepare a project schedule to accomplish the program tasks in an efficient and timely manner.
- Apply value-engineering techniques to ensure an efficient and cost-effective design.
- Provide monthly progress reports for the duration of the project which describe the status of the project.
- In addition to the monthly status reports to the Village, continually communicate with all parties relative to the status of the project through meetings, correspondence, and telephone conversations.
- Provide the required coordination between the Village, regulatory agencies and utility companies.
- Provide early identification of issues or potential problem areas related to technical, scheduling, or budgetary goals.

B. Project Phases and Tasks

The various tasks required for the Brook Drive and Finley Road traffic signal improvements have been identified for each phase of the project. The following phases and associated tasks set forth Metro's anticipated scope of services:

Intersection Design Study

1. Perform weekday peak hour and Saturday mid-day manual traffic count at the project intersection. These counts will include turning movements and vehicle classification.
2. Make field inspections to verify existing intersection geometrics and the location of a power source to provide electrical energy for the traffic signal installation. The inspections will take place prior to the start of the design plan preparation. Metro will contact the Power Company to confirm the proposed service location.
3. Prepare an Intersection Design Study (IDS) for the Brook Drive and Finley Road intersection. The IDS will include peak hour capacity analyses and detailed geometric information. The capacity analyses will identify the necessary roadway improvements, traffic signal cycle length and signal phasing. These analyses will be based on the existing traffic counts obtained by Metro. Existing intersection geometry to be used in the preparation of the IDS will be provided to Metro by the Village. Pavement markings, type of curb and gutter and other information that would affect the design should be included in the existing plans.
4. Coordinate review and approval of the IDS with the Village, the Illinois Department of Transportation and the DuPage County Division of Transportation.

Traffic Signal Plans

1. Following approval of the IDS, prepare design plans, specification and estimates for the traffic signal improvements. Specific design elements will include the following:
 - a. Meetings
Metro will arrange and attend meetings to determine the design requirements and concerns of governmental agencies with jurisdiction over the traffic signal installation and closed loop traffic signal system.
 - b. Plans
The Village of Downers Grove will provide existing traffic signal plans for the Brook Drive and Finley Road intersection. If possible, the CADD files will be furnished via electronic transfer or disk in addition to a hard copy. In addition the Village will provide available survey information and utility plans.
 - c. Temporary Traffic Signal Plans
Metro will prepare the temporary traffic signal plans. The plans will include the placement of traffic signal heads, emergency vehicle preemption equipment and controller cabinet. An additional plan sheet will include the sequence of operation phase diagrams, cable plans,

chart for energy requirements and legends. These plans will conform to the requirements of the "Manual on Uniform Traffic Control Devices" and the Illinois Department of Transportation (IDOT) District One transportation standards.

d. Traffic Signal Modernization Plans

Metro, using the base plans provided by the Village and supplemental field survey data, will prepare the traffic signal modernization plans. The plans will include the placement of traffic signals heads, pedestrian signal heads, conduits, handholes, emergency vehicle preemption light detectors, and stop lines. An additional plan sheet will include the sequence of operation phase diagram, emergency vehicle preemption sequence phase diagram, cable plan, chart for energy requirements, legends and schedule of quantities. These plans will conform to the requirements of the "Manual on Uniform Traffic Control Devices" and the Illinois Department of Transportation (IDOT) District One "Traffic Signal Design Guidelines".

e. Closed Loop Signal System

Design plans for a closed loop traffic signal system on Finley Road at the shopping center access drives. The closed loop system will include the conduit and handholes for the interconnect, the proposed sequence of operations phase diagram, emergency vehicle preemption phase diagram and cable diagram. A schematic diagram of the signal system will also be provided. System optimization will also be included as a pay item in the design documents to be implemented following system construction.

f. Standard Drawings

The required IDOT design standards will be provided.

g. Summary of Quantities

Summary of quantities sheets will be provided.

- h. Coordinate review and approval of design documents with the Village, IDOT and the DuPage County Division of Transportation.
- i. Obtain required permits from the Cook County Highway Department and the Illinois Department of Transportation.
- j. Prepare a bid package for the Village to advertise.
- k. Summarize bids received and make a contractor recommendation to the Village.

II. PROJECT TEAM AND ORGANIZATION

The project will be managed by Mr. Ronald Rude, P.E. Assistance will be provided by other engineers, technicians and CADD technicians, as required. Resumes of key staff members that will participate in the project are presented in Appendix A.

III. QUALIFICATIONS

Metro Transportation Group, Inc. is a transportation consulting firm that has continuously expanded its client base due to its quality of work and attention to client service. Metro provides specialized services in traffic engineering, transportation planning and signal systems analysis and design. The firm undertakes a variety of transportation projects with in-house expertise in planning, geometric design, traffic signal design, construction inspection and public relations.

Metro staff have extensive experience with the engineering services necessary for the design of traffic signal systems, including preparations of plans, special provisions and cost estimates. Twenty years of experience in the design of traffic signals has maintained Metro's qualifications in this type of work. Our personnel understand the state-of-the-art of modern traffic signal systems, including knowledge of traffic signal hardware, traffic control equipment, vehicle detectors, traffic signal control strategy, and communications equipment. Metro staff members have experience in the preparation of contract documents following various municipal and Illinois Department of Transportation (IDOT) procedures, and have worked for, and in cooperation with, various jurisdictions and IDOT on numerous projects. Metro is also experienced in working with IDOT and Federal Highway Administration procedures including STP, Motor Fuel Tax, CMAQ, Economic Development Grants, etc.

Representative engineering services that have been completed by Metro Transportation Group, Inc. in 2003 are presented in Appendix B.

IV. FEE PROPOSAL

Metro's proposed fee for the Brook Drive and Finley Road traffic signal project is \$19,555. Man-hour and fee estimates are presented in Appendix C. Metro's Illinois Department of Transportation approved payroll burden and fringe expense rate, and pre-qualification categories are presented in Appendix D.

AVERAGE HOURLY PROJECT RATES
Metro Transportation Group, Inc.

Village of Downers Grove
 Brook Drive and Finley Road
 Project: #16-03

DATE: November 10, 2003

PAYROLL CLASSIFICATION	AVG HOURLY RATES	26 Traffic Counts			9 Field Survey			52 IDS		
			%	WGTD		%	WGTD		%	WGTD
		HOURS	PART.	RATE	HOURS	PART.	RATE	HOURS	PART.	RATE
Project Manager	50.10	0	0.00%	\$0.00	1	11.10%	\$5.56	4	7.70%	\$3.86
Sr. Signal Designer	28.85	1	3.80%	\$1.10	4	44.40%	\$12.81	0	0.00%	\$0.00
Sr. CADD Tech.	27.79	0	0.00%	\$0.00	4	44.40%	\$12.34	40	76.90%	\$21.37
CADD Tech.	23.37	0	0.00%	\$0.00	0	0.00%	\$0.00	8	15.40%	\$3.60
Sr. Traffic Counter	15.29	1	3.80%	\$0.58	0	0.00%	\$0.00	0	0.00%	\$0.00
Traffic Counter	10.00	24	92.30%	\$9.23	0	0.00%	\$0.00	0	0.00%	\$0.00
			0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
TOTALS		26	100%	\$ 10.91	9	100%	\$30.71	52	100%	\$28.83

PAYROLL CLASSIFICATION	AVG HOURLY RATES	44 Temporary Signal Plan			13 Traffic Signal Interconnect			64 Permanent Traffic Signal Plans		
			%	WGTD		%	WGTD		%	WGTD
		HOURS	PART.	RATE	HOURS	PART.	RATE	HOURS	PART.	RATE
Project Manager	50.10	4	9.10%	\$4.56	1	7.70%	\$3.86	8	12.50%	\$6.26
Sr. Signal Designer	28.85	16	36.40%	\$10.50	6	46.20%	\$13.33	32	50.00%	\$14.43
Sr. CADD Tech.	27.79	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
CADD Tech.	23.37	24	54.50%	\$12.74	6	46.20%	\$10.80	24	37.50%	\$8.76
Sr. Traffic Counter	15.29	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
Traffic Counter	10.00	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
			0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
TOTALS		44	100%	\$27.80	13	100%	\$27.99	64	100.0%	\$29.45

PAYROLL CLASSIFICATION	AVG HOURLY RATES	9 Quantities/Cost Estimate			8 Specifications			8 Administration		
			%	WGTD		%	WGTD		%	WGTD
		HOURS	PART.	RATE	HOURS	PART.	RATE	HOURS	PART.	RATE
Project Manager	50.10	1	11.00%	\$5.51	2	25.00%	\$12.53	8	100.0%	\$50.10
Sr. Signal Designer	28.85	6	67.00%	\$19.33	6	75.00%	\$21.64	0	0.00%	\$0.00
Sr. CADD Tech.	27.79	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
CADD Tech.	23.37	2	22.00%	\$5.14	0	0.0%	\$0.00	0	0.00%	\$0.00
Sr. Traffic Counter	15.29	0	0.00%	\$0.00	0	0.0%	\$0.00	0	0.00%	\$0.00
Traffic Counter	10.00	0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
		0	0.00%	\$0.00	0	0.00%	\$0.00	0	0.00%	\$0.00
TOTALS		9	100%	\$29.98	8	100%	\$34.17	8	100.0%	\$50.10

Route: Book Drive and Finley Road

Exhibit A

County: DuPage

DESIGN ENGINEERING

Local Agency: Village of Downers Grove

Project: #16-03

Consultant: Metro Transportation Group, Inc.

Date:

Multiplier: **300.00%**

Complexity Factor: **0.00**

Item	Man Hours (A)	Average Payroll Rate (B)	Payroll (C)	Fee (Multiplier 3,000) (D)	Direct Costs (E)	Services By Others (F)	Estimated Cost in Dollars	
								Total (G)
Traffic Counts	26	\$ 10.91	\$ 284	\$ 851	\$ 50	\$ -		\$ 901
Field Survey	9	30.71	\$ 276	\$ 829	\$ 40	\$ -		\$ 869
IDS	52	28.83	\$ 1,499	\$ 4,497	\$ -	\$ -		\$ 4,497
Temporary Signal Plans	44	27.80	\$ 1,223	\$ 3,670	\$ 20	\$ -		\$ 3,690
Traffic Signal Interconnect	13	27.99	\$ 364	\$ 1,092	\$ -	\$ -		\$ 1,092
Permanent Traffic Signal Plans	64	29.45	\$ 1,885	\$ 5,654	\$ 20	\$ -		\$ 5,674
Quantities/Cost Estimate	9	29.98	\$ 270	\$ 809	\$ -	\$ -		\$ 809
Specifications	8	34.17	\$ 273	\$ 820	\$ -	\$ -		\$ 820
Administration	8	50.10	\$ 401	\$ 1,202	\$ -	\$ -		\$ 1,202
Totals	233	\$ 27.79	\$ 6,475	\$ 19,425	\$ 130	\$ -		\$ 19,555

(E) Describe Services Printing and Mileage



1300 GREENBROOK BOULEVARD
HANOVER PARK, IL 60133

TELEPHONE 630-213-1000
FAX 630-213-3227
www.metrotransportation.com

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

METRO TRANSPORTATION GROUP, INC.

November 24, 2003

Mr. Michael D. Millette
Assistant Director of Public Works-Engineering
Public Works Department
Village of Downers Grove
5101 Walnut Avenue
Downers Grove, Illinois 60515

Re : Proposal for Engineering Services
Brook Drive at Finley Road
Traffic Signal Modernization
Project: #16-03

Dear Mr. Millette:

As we discussed, Metro has revised its multiplier for the referenced project. Attached is the revised fee estimate table that utilizes a payroll multiplier of 2.800.

We look forward to working with the Village of Downers Grove on this project.

Sincerely,
METRO TRANSPORTATION GROUP, INC.

Ronald G. Rude, P.E.
Principal

Encl.

R:\Private proposal\2003 Proposals\Downers2

Route: Book Drive and Finley Road

Exhibit A

County: DuPage

DESIGN ENGINEERING

Local Agency: Village of Downers Grove

Project: #16-03

Consultant: Metro Transportation Group, Inc.

Date:

Multiplier: **280.00%**


Complexity Factor: **0.00**

Item	Man Hours (A)	Average Payroll Rate (B)	Payroll (C)	Fee (Multiplier 2.800) (D)	Direct Costs (E)	Services By Others (F)	Estimated Cost in Dollars	
							Total (G)	
Traffic Counts	26	\$ 10.91	\$ 284	\$ 794	\$ 50	\$ -	\$ 844	
Field Survey	9	30.71	\$ 276	\$ 774	\$ 40	\$ -	\$ 814	
IDS	52	28.83	\$ 1,499	\$ 4,198	\$ -	\$ -	\$ 4,198	
Temporary Signal Plans	44	27.80	\$ 1,223	\$ 3,425	\$ 20	\$ -	\$ 3,445	
Traffic Signal Interconnect	13	27.99	\$ 364	\$ 1,019	\$ -	\$ -	\$ 1,019	
Permanent Traffic Signal Plans	64	29.45	\$ 1,885	\$ 5,277	\$ 20	\$ -	\$ 5,297	
Quantities/Cost Estimate	9	29.98	\$ 270	\$ 755	\$ -	\$ -	\$ 755	
Specifications	8	34.17	\$ 273	\$ 765	\$ -	\$ -	\$ 765	
Administration	8	50.10	\$ 401	\$ 1,122	\$ -	\$ -	\$ 1,122	
Totals	233	\$ 27.79	\$ 6,475	\$ 18,130	\$ 130	\$ -	\$ 18,260	

(E) Describe Services Printing and Mileage

IV. PROPOSAL/CONTRACT FORM

Entire Block Must Be Complete When Proposal is Submitted To Be Considered For Award

PROPOSER:	
Metro Transportation Group, Inc. (Company Name)	
Date of Proposal <u>Nov, 10, 2003</u>	<u>1300 Greenbrook Blvd.</u> (Street)
<u>(630) 213-3227</u> (Fax Number, if available)	<u>Hanover Park, IL 60133</u> (City) (State) (Zip)
Contact Name: <u>Ronald G. Rude</u>	<u>(630) 213-1000</u> (Phone Number)
<u>(630) 213-1000</u> (24-Hour Telephone)	 (Signature of Officer, Partner Or Sole Proprietor)
ATTEST: If a Corporation	<u>ROLF P. KILIAN</u> (Print Name)
<u>Ronald G. Rude</u> (Signature)	<u>11-10-03</u> (Date)
<u>Principal</u> (Title)	

ATTEST:

VILLAGE OF DOWNERS GROVE

(Village Clerk Signature)

(Date)

(Authorized Signature)

(Title)

(Date)

In compliance with the specifications, the undersigned offers and agrees, if this proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP OR CORPORATION, TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE VILLAGE TO ACCEPT THE PRODUCT OR SERVICE.