



BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

Project Name: **2019 Alley Improvements**

Project Number: **Oak Park Project # 19-4**

Location: **VILLAGE OF OAK PARK ILLINOIS**

Various Locations throughout the Village

Submitted to the President and Board of Trustees

By: **Triggi Construction, Inc.** _____
1975 Powis Rd, POB 235
West Chicago, IL 60186-0235

Address

City

ADDENDUM NO. 1

Oak Park Project #19-4 2019 Alley Improvement

February 8, 2019

The following will comprise ADDENDUM NO. 1 for the referenced project:

1. A PSI was completed for the soils within the alley pavement. The results of this PSI can be viewed at:

<https://www.dropbox.com/sh/xzhelwqew7xmyj2/AAB8UgPGtI3zvwyE300plHzoa?dl=0>

As a result of this PSI, the quantity included as Non-Special Waste can be reduced. Additionally, there is the slight possibility that material in the south half of Alley 526 may be classified as Special Waste. As a result of this, we have:

- a) Created ITEM 64- SPECIAL WASTE REMOVAL
b) Revised the Summary of Quantities on the plans
c) Revised the Schedule of Prices in the bidding documents
2. Additional utility information was recently acquired for Alley 412-S. This information has allowed us to:
 - a) Revise plan sheet 412-S (Sheet 27)
b) Slightly revise the design to include a 3' Diameter catch basin to accommodate a smaller space to install utility
c) Created ITEM 65- RESTRICTED DEPTH CATCH BASIN, 3' DIAMETER, TYPE 1 FRAME, OPEN LID
d) Revised the Schedule of Prices in the bidding documents
e) Revised the Summary of Quantities on the plans
3. We received notification about a Village-sponsored festival on Harrison. Due to this festival on 5/18/19, we have updated language in the Completion Schedule portion of the specifications in Section II - Page 22 of 41

To summarize, the following is attached to this addendum and will supersede the original bidding documents:

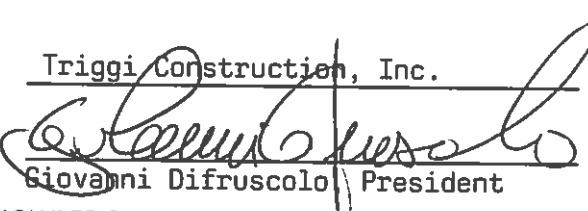
1. I – Page 7, 8, 9, and 10 of 29 Addendum 1 (February 8, 2019)
a. These pages must be submitted with the official bid to be considered valid.
2. II – Page 22 of 41 – Addendum 1 (February 8th, 2019)
3. III – 27, 28, 33, and 33a of 33 – Addendum 1 (February 8, 2019)
4. Updated Summary of Quantity Plan Sheets 8 and 9 of 36
5. Updated Alley 412-S Plan Sheet 27 of 36

EACH BID MUST CONTAIN Page 7, 8, 9, and 10 of 29 Addendum 1. EITHER REPLACE EXISTING SHEETS WITH NEW SHEETS OR ATTACH NEW SHEETS ON TOP OF THE EXISTING SHEETS. Other sheets do not need to be resubmitted.

Number of Attachments: 1 (12 Pages)

Received by:

Contractor: Triggi Construction, Inc.

Signature: 
Giovanni Difruscolo President

Date: 02/12/19

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING AND RETURNING THIS FORM TO EDWIN HANCOCK ENGINEERING CO. (cbaker@ehancock.com)

ACKNOWLEDGEMENT MUST BE RECEIVED BY THE ENGINEER BEFORE 10:00 A.M. Thursday, February 14th, 2019.

ADDENDUM NO. 2

Oak Park Project #19-4
2019 Alley Improvement

February 12, 2019

The following will comprise ADDENDUM NO. 2 for the referenced project:

1. Addendum 1 created Pay Item 64 SPECIAL WASTE REMOVAL. The included Special Provision correctly outlined this as a Cubic Yard item, but the Schedule of Prices incorrectly listed the Method of Measurement as an Each.

Furthermore, based on the data in the PSI soil in alley 526 it does NOT meet any of the seven conditions under which a soil could be classified as a Special Waste and given the relatively low level of arsenic contamination it seems likely it would be characterized as a non-special waste which is covered by Pay Item 54 "Removal and Disposal of Regulated Substances".

It is likely that this pay item will not be used, however it has been included to secure a price in the event that any waste throughout this project (including possible soils in Alley 526) is designated as Special Waste.

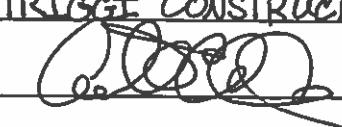
A corrected Schedule of Price sheet (Page 9) is included with this Addendum.

EACH BID MUST CONTAIN Page 7 and 8 of 29 Addendum 1 and Page 9 of 29 Addendum 2. EITHER REPLACE EXISTING SHEETS WITH NEW SHEETS OR ATTACH NEW SHEETS ON TOP OF THE EXISTING SHEETS. Other sheets do not need to be resubmitted.

Number of Attachments: 1 (2 Pages, including this Cover)

Received by:

Contractor: TRIGGE CONSTRUCTION, INC.

Signature: 

Date: 2-12-2019

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING AND RETURNING THIS FORM TO EDWIN HANCOCK ENGINEERING CO. (cbaker@ehancock.com)

ACKNOWLEDGEMENT MUST BE RECEIVED BY THE ENGINEER BEFORE 10:00 A.M. Thursday, February 14th, 2019.

**Oak Park Project #19-4
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public streets must not begin prior to 9:00 AM and must be accessible by 2:00 PM during the early time period.

The dates signified by **Final Completion Including Punchlist Deadline** “are hard dates at which point the entire alley must be completed and reopened. Additionally, quantities must be agreed upon by these dates.

If punchlists are not completed by the date listed at the right of the table, all construction activities in other alleys will be forced to stop immediately. This stoppage will not excuse the Contractor from his obligation to meet the 21 day individual completion time limit and he will be responsible for any liquidated damages resulting from delays.

Additionally, the Contractor will be required to comply with the following individual schedules:

- Alley 412-N must have concrete pavement poured and 3,500 psi compressive strength obtained prior to closing access for 412 and 412-S.
- All access to alley 412-S must be fully restored by May 15th.
- Access to Alley 526 may not be disrupted prior to May 31st.
- Alley 441 must be completely finished by May 31st.
- Alleys 504 and 605 may not be worked on concurrently due to parking limitations.
- Alley 101 has a parking lot along the south portion of the alley with its only two access points from the alley. This parking lot services Judson Baptist Church as is their only place of parking. Access must be maintained to one of these two driveways at all time. This will necessitate pouring the alley in stages. It is suggested that the entire alley be excavated at once, and the south 50' feet be stoned in to accommodate Sunday traffic. The south 50' could be poured immediately after the longer north section has cured.
- Harrison Street adjacent to Alley 504 must have permanent asphalt pavement installed over sewer trench prior to “Blooming on Harrison” event (May 18th.)

Please note that the **concrete pad at Rehm Park must be fully completed (including punchlist) by May 24th.**

Should the Contractor fail to complete the work within this time, or within any extra time as allowed by extensions, the Village shall withhold liquidated damages from payments that would otherwise be due the Contractor under the terms of the Contract. The schedule of liquidated damages shall be in accordance with the IDOT Standard Specifications.

As indicated in Article 108.02 of the Standard Specifications, the contractor shall provide the Engineer with a progress schedule prior to starting work, preferably at the time of the pre-construction meeting.

Each required alley closure, from excavation through the minimum required concrete curing period, shall be completed within 21 calendar days from the initial time of closure. Should the Contractor fail to complete the closure within this time for any one or more alleys, the Village shall withhold liquidated damages for each alley separately and shall be calculated at \$1,425.00 per day per alley. Opening of the alley to traffic shall be at the direction of the

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All tree trimming will be required to follow current standards of care for tree work. The Village will not defend Contractor on any claims arising due to improper tree trimming. The Contractor shall notify all residents of any trimming of trees on private property prior to making any cuts.

Payment for this item shall be at the Contract unit price per Each for TREE TO BE TRIMMED.

ITEM 53 – TREE PROTECTION

This item shall include the protection of certain trees by installing 2"x4"x8' boards around the perimeter of certain tree trunks and wrapping the boards with wire to secure them to the tree trunk.

Payment for this item shall be at the Contract unit price per Each for TREE PROTECTION.

ITEM 54 - REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

This work shall be according to Article 669 of the Standard Specifications and the following:

This item includes the additional cost incurred for transporting and disposing of excavated material from the right-of-way that after environmental testing would be classified as Non-Special Waste. The quantity in the bid documents is inclusive of all potential excavation to be generated on the site, inclusive of incidental excavation completed as part of specific pay items.

Material that is considered under the item EARTH EXCAVATION which is deemed to be Non-Special Waste will be paid for as EARTH EXCAVATION and REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES.

Completed IEPA LPC-662 and LPC-663 forms are available for review at the Village of Oak Park Public Works. Copies will be given to the Contractor upon award of this project.

The results of this PSI can be viewed at:

- o <https://www.dropbox.com/sh/xzheiwqew7xmyj2/AAB8UgPGtI3zvwyE300pIHzoa?dl=0>

The Contractor will be responsible for locating an uncontaminated soil receiving facility (IEPA permitted CCDD or IEPA registered Uncontaminated Soil Fill Operation (USFO) or other legal and regulatory compliant uncontaminated soil disposal site approved by Engineer) for all removed uncontaminated material/soil. Uncontaminated soil related to this project will be pre-approved for disposal at Reliable Material Lyons and Bluff City Materials Elgin CCDDs.

Photo-ionization detector (PIDs) and/or flame ionization detector (FID) results cannot be relied upon without additional laboratory analysis to determine whether soil is uncontaminated or contaminated (nonspecial waste). As detailed in the certified 663s all investigative soil samples collected in relation to known contaminant sources nearby the work areas were screened with a PID. Investigative soil samples with elevated PID readings were analyzed by an environmental laboratory for applicable volatile organic compounds (VOCs).

In the event that soil removed from a work area which has been investigated/sampled and determined to meet CCDD MACs is rejected by a CCDD/USFO on the basis of elevated PID readings at the

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CCDD/USFO facility it is the Contractor's responsibility to coordinate disposal of the verified uncontaminated soil at a legal and regulatory compliant uncontaminated soil disposal facility. In the event that soil removed from a work area which was not investigated/sampled for VOCs is rejected by a CCDD/USFO or other uncontaminated soil disposal facility the Contractor shall notify the Engineer, transport the rejected soil to an appropriate site (approved by the Engineer), quarantine/segregate the soil from all other soil, and complete representative investigative soil sampling and analysis for VOCs and semi-volatile organic compounds (SVOCs) by an accredited environmental laboratory. If the investigative soil sample results are verified to be below the VOC and SVOC MACs it is the Contractor's responsibility to coordinate disposal of the verified uncontaminated soil at a legal and regulatory compliant uncontaminated soil disposal facility. In the event that the soil sample VOC and/or SVOC results exceed corresponding MACs then the Contractor shall proceed as follows:

1. Determine from Engineer whether soil can be re-used on site as backfill. If so soil will be install as backfill at locations identified by Engineer;
2. If soil cannot be re-used on site as backfill then soil shall be classified as non-special waste for off-site disposal and shall be transported to and disposed of at a sub-title D landfill.

The contractor shall provide the engineer (not limited to) copies of said paperwork/analysis, load tickets and receiving facility or disposal site sign-offs for each load of uncontaminated soil disposed. Disposal of soil not in compliance with these requirements will constitute a breach of contract. If the Contractor fails to provide to the Engineer adequate documentation supporting the legal and regulatory compliant disposal of removed soil the Contractor shall be fined \$1,000 per load of soil removed and the Contractor also will assume all liability associated with the subject removed soil.

The contractor shall be responsible for the sampling and analysis of all excess excavated material that is generated on the project, and the review and certification of the soils for disposal at a CCDD landfill facility in accordance with 35 Illinois Administration Code 1100. The cost for this testing is included in the costs of the respective pay items. If the above testing and analysis results in materials that are classified as non-special waste being present the contractor shall be responsible for completing any sampling, testing, and documentation associated with the transporting and disposal of the material at a regulated landfill. In order for payment to be considered the contractor is responsible for furnishing tested samples results indicative of the contaminants present above IEPA acceptable levels.

Based on the initial 2019 alley improvement project PESA soil sample results the following alleys are expected to have contaminated soil:

- 314
- 513
- 526

All soil removed from alleys classified as contaminated will be disposed of as non-hazardous/non-special waste (i.e. at WM Laraway Landfill or equivalent).

The Village is under Contract with an Environmental Firm who is currently completing a PSI within these alleys to confirm the information obtained in the PESA. Therefore, the quantities included in these plans are approximations. The results are expected to be completed prior to the bid opening. If the quantities are determined to be substantially different than what has been included in the plans, an addendum will be issued.

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The Village will continue to contact their haulers and request that this work is completed prior to construction starting, however, in the instance in which dumpsters are not moved prior to alley work starting this pay item will cover the labor necessary for the Contractor to relocate the dumpsters at a nearby convenient location prior to construction starting and after construction is completed.

Locations will be provided at the preconstruction meeting.

The following alleys have multi-family residences or businesses along its edge:

- Alley 179
- Alley 101
- Alley 412-N
- Alley 412-S

Payment for this item will be on an Each basis per alley and will only be used if the haulers fail to complete the work prior to closure. No excavation or pavement removal will be permitted until dumpsters have been relocated, either by haulers or Contractor.

Payment shall be at the Contract unit price per Each for REFUSE ASSISTANCE.

ITEM 64- SPECIAL WASTE REMOVAL

The Village utilized V3 Engineering Company to perform a PSI within all alleys to be constructed. It was determined that Alley 526 contains soil with elevated arsenic concentrations slightly above the MAC. It is possible that these soils may need to be disposed of as Special Waste.

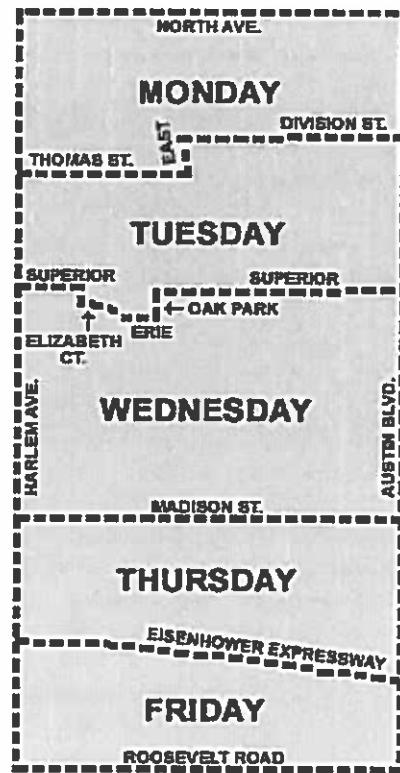
This work shall be according to Article 669 of the Standard Specifications and the following:

This item includes the additional cost incurred for transporting and disposing of excavated material from the right-of-way that after environmental testing would be classified as Special Waste. The quantity in the bid documents is inclusive of all potential excavation to be generated on the site, inclusive of incidental excavation completed as part of specific pay items.

Material that is considered under the item EARTH EXCAVATION which is deemed to be Special Waste will be paid for as EARTH EXCAVATION and SPECIAL WASTE REMOVAL.

The results of this PSI can be viewed at:

<https://www.dropbox.com/sh/xzhelwqew7xmyj2/AAB8UgPGtI3zvwyE300plHzoa?dl=0>



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In the event that the soil is unable to be disposed of as Non-Special Waste under Item 54 then soil shall be classified as non-special waste for off-site disposal and shall be transported to and disposed of at a subtitle D landfill.

If this item is not used, no payment or adjustment will be made to Contractor.

Payment shall be at the Contract unit price per Cubic Yard for SPECIAL WASTE REMOVAL.

ITEM 65- RESTRICTED DEPTH CATCH BASIN, 3' DIAMETER, TYPE 1 FRAME, OPEN LID

A three-foot (3') diameter restricted depth catch basin shall be installed at the locations shown in the plans or as directed by the Engineer and in accordance with the details shown in the plans.

It will be the **responsibility of the Contractor** to ensure all pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. All elevations on proposed structures shall be field verified by Contractor prior to ordering of any structures. No **additional** compensation will be granted for the coring of any structures and/or restocking fees.

All inlet and outlet pipes of structure shall be joined with **watertight flexible rubber connectors** conforming to ASTM C-443 & C-923 with stainless steel band.

A minimum of 2" and a maximum of 6" of adjustment rings will be allowed.

ANY PIPE INCLUDING THE MAINLINE SEWER, UP TO FOUR FEET (4') IN LENGTH PER EACH PIPE, USED TO CONNECT EXISTING PIPES TO THE PROPOSED STRUCTURE SHALL BE INCLUDED IN THE COST OF THE STRUCTURE. ALL TRENCH BACKFILL MATERIAL NECESSARY TO BACKFILL THE STRUCTURE AND THIS LENGTH OF PIPE SHALL ALSO BE INCLUDED IN THE COST OF THE STRUCTURE.

This item will include the installation of 8" x 6" PVC tee that will be installed on the outgoing pipe to act as a trap and restrictor.

Payment for this item shall be at the Contract unit price per Each for RESTRICTED DEPTH CATCH BASIN, 3 DIAMETER, TYPE 1 FRAME, OPEN LID.



Notice to Bidders

RETURN WITH BID

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Monday through Friday, 8:30 A.M. to 4:00 P.M. at 201 South Boulevard Oak Park, Illinois 60302 until **10:00 A.M. Thursday, February 14, 2019** at which time the proposals shall be publicly opened and read.

Description of Work

Name: 2019 Alley Improvements—Oak Park Project # 19-4

Location: This project will consist of improvements to various alleys throughout the Village of Oak Park. The alleys are located within the portion of town bound by North Avenue on the north, Austin on the East, Harlem Avenue on the west, and Roosevelt Road at the south. There are fifteen (15) different alleys which will be constructed as part of these improvements. Additionally, there will be alley pavement patching located throughout town within multiple alleys, as directed by the Village at a later date as well as a concrete pad installation at Rehm Park for the construction of a composting pit.

Proposed Improvement: The work to be performed will include excavation of existing alleys (typically PCC), installation of concrete alley pavement, intermittent concrete garage aprons, and restoration along the edges of the alley. Storm sewer improvements are included in the scope of this project, the degree of which will vary from alley to alley.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302 upon payment of \$50.00 (non-refundable). No plans will be issued to prospective bidders after 4 P.M. on the working day preceding the opening of bids. Proposals will not be accepted by the Village of Oak Park from Contractors who have failed to provide payment, if

required, for obtaining proposal forms and have also failed to register with the Engineering Division of the Public Works Department as plan holders for this project

2. At the bid opening, all proposals must be accompanied by a proposal guaranty in the amount of 5% of the bid amount. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company or a bank cashier's check.
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the 2016 "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
4. The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
5. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
 - a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Contract Schedule of Prices Form (II) (if required)
 - e. Proposal Bid Bond (III) (if required)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M.WBE Participation
 - k. Affidavit of Availability
6. In addition to Local funds, this project is financed with federal Community Development Block Grant (CDBG) funds and thus is subject to all federal rules, regulations and guidelines.

7. Phasing of Contract: There are two separate phases of the contract – the Non-Federally funded phase (Phase I) and the Federal Community Development Block Grant (CDBG) Phase (Phase II):

The Contractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers, and mechanics, employed on this project for Phase I. The Contractor shall comply with the Illinois Prevailing Wage Act for Phase I work.

Phase II of the project shall include all work on alleys 101, 441, and 605 as shown on the contract plans. The Contractor shall track all labor and materials for the CDBG funded work in Phase II separately from the non-federally funded work in Phase I. The Contractor shall follow all Federal rules, regulations and guidelines when working on Phase II of the project, including Davis Bacon and Related Acts.

Please note that all contractors awarded the contract (and their subcontractors) will receive no payouts from the village until documents submitted have been reviewed and approved and all federal requirements have been met.

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

By Order of

RETURN WITH BID

Bill McKenna, Village Engineer



Proposal

RETURN WITH BID

Proposal of Triggi Construction, Inc.

for the alley improvement as noted herein and perform all appurtenant work thereto.

1. The plans for the proposed work are those prepared by Hancock Engineering, 9933 Roosevelt Road, Westchester, IL 60154.
2. The specifications referred to herein are those prepared by the Department of Transportation and designated as 2016 "Standard Specifications for Road and Bridge Construction", revised April 1st, 2016, and the "Supplemental Specifications" there to, the "Standard Specifications for Water and Sewer Construction in Illinois", and the "Manual for Uniform Traffic Control Devices", adopted and in effect on the date of invitation of bids.
3. In The Standard Specifications, replace "the Department" with "The Village of Oak Park," and the term, "Regional Engineer" with "Village Engineer."
4. The undersigned agrees to complete the work before July 15th, 2019 unless additional time is granted in accordance with the specifications.
5. Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is 5% bid bond (\$).
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding

on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

12. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: Davis-Bacon and Related Acts require maintaining and submitting Certified Payroll records weekly for all entities working on this project.

13. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

14. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

SCHEDULE OF PRICES

15. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, will perform the work in accordance with The requirements of each individual proposal for the multiple bid specified in the schedule below.

#	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
1	Combination Curb and Gutter Removal	Foot	2,500.00	4.50	11,250.00
2	Sidewalk Removal	SqFt	3,525.00	1.25	4,406.25
3	Driveway Pavement Removal	SqYd	3,255.00	10.00	32,550.00
4	Pavement Removal	SqYd	14,185.00	7.50	106,387.50
5	Hot-Mix Asphalt Surface Removal - Butt Joint	SqYd	490.00	15.00	7,350.00
6	Earth Excavation for Alley Pavement	CuYd	2,805.00	35.00	98,175.00
7	Earth Excavation (Special)	CuYd	93.00	35.00	3,255.00
8	Subgrade Removal and Replacement	CuYd	1,411.00	30.00	42,330.00
9	Structure to be Adjusted	Each	7.00	350.00	2,450.00
10	Structure to be Reconstructed	Each	2.00	1,200.00	2,400.00
11	Exploratory Excavation	Hour	30.00	100.00	3,000.00
12	8" PVC Storm Sewer	Foot	4,560.00	65.00	296,400.00
13	Trench Backfill	CuYd	1,300.00	5.00	6,500.00
14	Restricted Depth Catch Basin, 4' Diameter, Type 1 Frame, Open Lid	Each	12.00	3,500.00	42,000.00
15	Catch Basin, Type C, Type 1 Frame, Open Lid	Each	15.00	2,000.00	30,000.00
16	Inlet, Type A, Type 1 Frame, Open Lid	Each	13.00	1,500.00	19,500.00
17	Connection to Existing Structure	Each	7.00	1,500.00	10,500.00
18	Connection to Existing Sewer	Each	6.00	2,000.00	12,000.00

#	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
19	Type 1 Frame and Lid	Each	2.00	400.00	800.00
20	Combination Concrete Curb and Gutter, Type B-6.12	Foot	2,500.00	22.50	56,250.00
21	Concrete Barrier Curb, Type B	Foot	300.00	75.00	22,500.00
22	Portland Cement Concrete Sidewalk, 5"	SqFt	3,525.00	5.50	19,387.50
23	Detectable Warning	SqFt	20.00	35.00	700.00
24	Portland Cement Concrete Garage Apron, 7"	SqYd	3,255.00	50.00	162,750.00
25	Portland Cement Concrete Alley Pavement, 7"	SqYd	8,435.00	45.00	379,575.00
26	Portland Cement Concrete Alley Pavement, 8"	SqYd	2,970.00	50.00	148,500.00
27	High Early Strength Portland Cement Concrete Alley Pavement, 8"	SqYd	1,300.00	55.00	71,500.00
28	Portland Cement Concrete Base Course, 8"	SqYd	95.00	45.00	4,275.00
29	Portland Cement Concrete Pavement, 9"	SqYd	75.00	60.00	4,500.00
30	Pavement Removal and Replacement for Sewer	SqYd	135.00	70.00	9,450.00
31	Brick Pavement Removal and Replacement	SqFt	625.00	10.00	6,250.00
32	Protective Coat	SqYd	16,585.00	.01	165.85
33	Geotechnical Fabric for Ground Stabilization	SqYd	12,705.00	1.00	12,705.00
34	Aggregate Base Course, Type B, 6"	SqYd	12,705.00	6.50	82,582.50
35	Aggregate Base Course, Type B, 9"	SqYd	930.00	8.50	7,905.00
36	Hot-Mix Asphalt Surface Course, 2"	SqYd	1,473.00	30.00	44,190.00
37	Dirt Backfill	CuYd	80.00	50.00	4,000.00
38	Lawn Restoration - Dirt and Seed	SqYd	65.00	10.00	650.00
39	Lawn Restoration - Sod	SqYd	860.00	12.50	10,750.00
40	Lawn Restoration - Special	SqYd	40.00	40.00	1,600.00
41	6" Bollard	Each	3.00	300.00	900.00
42	Edge Grade Adjustment	Foot	957.00	8.50	8,134.50
43	Construction Videotaping	Unit	32.00	150.00	4,800.00

#	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
44	Maintenance of Roadways	L.S.	1.00	1,000.00	1,000.00
45	Contingent Cash Allowance	L.S.	1.00	\$25,000	\$25,000.00
46	Project ID Sign-Install	Each	23.00	150.00	3,450.00
47	Project ID Sign	Each	4.00	500.00	2,000.00
48	Traffic Control and Protection	L.S.	1.00	32,750.00	32,750.00
49	Horizontal Control and Layout	L.S.	1.00	2,750.00	2,750.00
50	Vertical Control and Layout	L.S.	1.00	2,000.00	2,000.00
51	Tree Removal	Unit	127.00	25.00	3,175.00
52	Tree to be Trimmed	Unit	20.00	75.00	1,500.00
53	Tree Protection	Each	12.00	75.00	900.00
54	Removal and Disposal of Regulated Substances	CuYd	635.00	.01	6.35
55	Removal and Disposal of Abandoned Steam Pipe	Foot	400.00	1.00	400.00
56	Asphalt Alley Patching-Various Locations	Ton	200.00	200.00	40,000.00
57	Concrete Alley Patching - Various Locations	SqYd	100.00	100.00	10,000.00
58	Remove and Dispose of Abandoned Gas Main	Foot	400.00	1.00	400.00
59	Reinstalling Old Stop Tiles	Each	2.00	350.00	700.00
60	Installing New Stop Tiles	Each	26.00	350.00	9,100.00
61	Protection of Private Property	L.S.	1.00	1,000.00	1,000.00
62	Temporary Asphalt	SqYd	40.00	25.00	1,000.00
63	Refuse Assistance	Each	4.00	25.00	100.00
64	Special Waste	CuYd	150.00	.01	1.50
65	Restricted Depth Catch Basin, 3' Diameter, Type 1 Frame, Open Lid	Each	1.00	3500.00	3,500.00

Project Total = ~~1926306.95~~

~~\$1,925,406.95~~

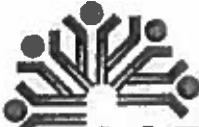
Schedule of Multiple Bids

Combination Letter	Sections Included in Combination	Total

RECIPT OF ADDENDA

<u>Addendum Number</u>	<u>Date Received</u>
1	February 8, 2019
2	February 12, 2019

Please make sure that each addendum received has been acknowledged above. Failure to do so, may disqualify bidders.



Oak Park

RETURN WITH BID

III

Re: 2019 Alley Improvements

**Village of Oak Park, IL
Proposal Bid Bond**

WE Triggi Construction, Inc. as PRINCIPAL, and _____

The Guarantee Company of North America USA as SURETY,

are held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the VOP acting through its awarding authority for the construction of the work designated as the above section.

THERFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surely guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this

14th day of February A.D. 20 19

PRINCIPAL

Triggi Construction, Inc.

(Company Name)

(Company Name)

By:

President

By:

(Signature & Title)

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

SURETY

The Guarantee Company of North America USA

(Name of Surety)

Courtney A. Flaska
(Signature of Attorney-in-Fact) Courtney A. Flaska, Attorney In Fact

STATE OF ILLINOIS,

COUNTY OF Dekalb

I, Arthur Merkelz, a Notary Public in and for said county, do hereby certify that Giovanni Difruscolo

(Insert names of individuals signing on behalf of PRINCIPAL XXXXXXXX)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL XXXXXXXX appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 14th day of February A.D. 20 19

NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

My commission expires 01/28/20

Arthur W. Merkelz III
Notary Public



Surety Company Acknowledgement

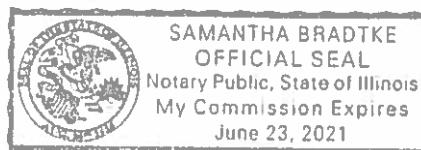
STATE OF **ILLINOIS**
COUNTY OF **COOK** SS:

On this 14th day of February, 2019, before me personally appeared **Courtney A. Flaska**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at Schaumburg, Illinois, that (s)he is the Attorney in Fact of The Guarantee Company of North America USA, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Samantha Bradtke

Notary Public in and for the above County and State

My Commission Expires: 06/23/21





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James Stephen Pohl, Carol A. Dougherty, Sherene L. Hemler, James L. Sulkowski, Mike Pohl, Meredith H. Mielke, Kirk Liskiewitz,
Robert B. Schutz, Courtney A. Flaska, Samantha Bradtke
DS&P Insurance Services Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority.

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland

My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of February, 2019



Randall Musselman, Secretary

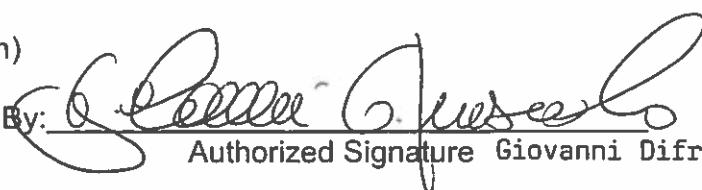


CONTRACTOR CERTIFICATIONS

- A. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract 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 or Section 2-6-12 of the Oak Park - Village Code relating to "Bidding Requirements".
- B. The individual or entity making the foregoing proposal of bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administrated by the Department of Revenue unless the individual or entity is contesting, in accordance with procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in Civil action.
- C. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
- D. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

Organization Name

(Seal - If Corporation)

By: 

Authorized Signature Giovanni Difruscolo, President

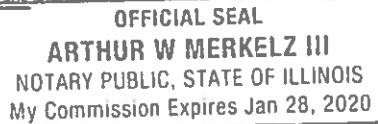
1975 Powis Rd, POB 235, West Chicago, IL 60186-0235
Address

630/584-4490
Telephone

Subscribed and sworn to before me their 14th day of February
_____, 2019.


Notary Public

In the State of Illinois.



My Commission Expires: 01/28/20.

(Complete Applicable Paragraph Below)

(a) Corporation

The Vendor is a corporation, which operates under the legal name of

Triggi Construction, Inc. and is organized and existing
under the laws of the State of Illinois.

The full names of its Officers are:

President Giovanni Difruscolo

Secretary Lucrezia Difruscolo

Treasurer Nicola Difruscolo

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

RETURN THIS PAGE WITH BID

(b) Partnership

Name, Signature and Addresses of all Partners

The partnership does business under the legal name of

_____, which name is registered with
the office of _____ in the county of
_____.

(c) Sole Proprietor

The Vendor is a Sole Proprietor whose full name is

_____. If the Vendor is operating under
a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

Owner and / or Company Officer Information:

Please provide the Name, Social Security Number, Drivers License Number and State of Issuance of Company Owner and / or Officers.

Name	Title	SS#	Drivers License	State
Giovanni Difruscolo, President	xxx-xx-4695	D162-2805-3076	IL	
Lucrezia Difruscolo, Secretary	xxx-xx-8608	D162-5206-2852	IL	

RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION

Triggi Construction, Inc. _____, as part of its proposal on a contract for
(name of contractor)

#19-4 2019 Alley Improvements _____ to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned
contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of
Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village
Code relating to "Proposing Requirements".

By: Giovanni Difruscolo, President
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 14th day of

February, 2019.



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)

Triggi Construction, Inc., as part of its proposal on a contract for
(name of contractor)

#19-4 2019 Alley Improvements to the Village of Oak Park, hereby
(general description of item(s) proposal on)

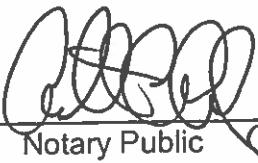
certifies that said contractor is in compliance with House Bill 3337 which creates a Drug
Free Workplace Act for Illinois with an effective date of January 1, 1992.

By:  Giovanni Difruscolo, President
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 14th day of

February, 2019.



Notary Public

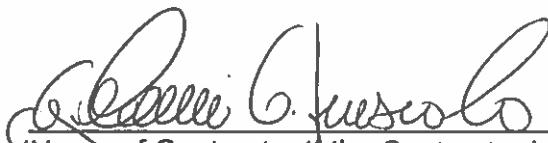


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TAX COMPLIANCE AFFIDAVIT

Giovanni Difruscolo, being first duly sworn, deposes and says: that he/she is President of (partner, officer, owner, etc.)
Triggi Construction, Inc..
(contractor)

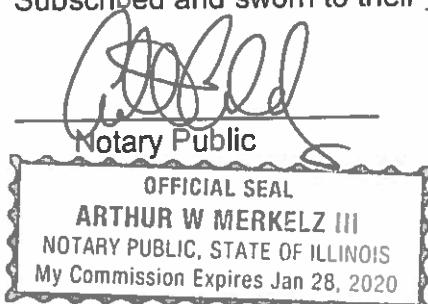
The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.



Giovanni Difruscolo
(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to their 14th day of February, 2019.



RETURN THIS PAGE WITH BID



Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements:

The following forms must be completed in their entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question on this list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

Disadvantaged Business Participation Reporting

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

VI

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: Their affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

Giovanni Difruscolo, being first duly sworn, deposes and says that
(name of person making the Affidavit)

President of Triggi Construction, Inc. and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that Triggi Construction, Inc.
(Name of

_____ is an "Equal Opportunity Employer" as defined by Section 2000
company)

(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal

Executive Orders #11246 and #11375 which are incorporated herein by reference.

Subscribed and sworn to before

me their 14th day of

February , 2019

1990-1991

Notary Public

OFFICIAL SEAL
ARTHUR W MERKELZ III
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan 28, 2020

RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing their form, contact Bill McKenna (708) 358-5722.

1. Vendor Name: Triggi Construction, Inc.

2. Check here if your firm is:

 MBE

 WBE

 DBE

x Non-MBE/WBE

**Note if your firm is an M/WBE please fill out the attached affidavit (copies of all certification letters must be included)*

3. What is the size of the firm's current stable work force?

31 Number of full-time employees

 Number of part-time employees

4. Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the low responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

RETURN THIS PAGE WITH BID

VII (Continued)
**VILLAGE OF OAK PARK
EEO REPORT**

Vendor Name Triggi Construction, Inc.
Total Employees 31

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American & Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	2	1	1									1
Professionals												
Technicians												
Sales Workers												
Office & Clerical	2	1	1									1
Semi-Skilled												
Laborers	27	26	1					23				24
Service Workers												
TOTAL	31	28	3					23				26
Management Trainees												
Apprentices												

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

An EEO-1 Report may be submitted in lieu of this report.

Giovanni Difruscolo
(Name of Person Making Affidavit)
of Triggi Construction, and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon. Subscribed and sworn to before me this 14th day of February 2019.

Giovanni Difruscolo
02/14/19
(Date)

RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

Submit: Schedule C and Schedule D with Bid Documents, see pages 23-26 of the Vendor Handbook).

SCHEDULE C:

**VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE
TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

M/WBE Firm: Smith Maintenance Company Contract #: 2/1/2020

Address: 2221 W. Walnut Unit #2, Chicago IL 60612 City/State/Zip: Chicago / IL / 60612

Contact Person: Michael Smith Phone: 312.733.4301 Fax: 312.733.4601

Certification Expiration Date: _____ Race/Gender: Black

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No [] Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Traffic Control & Protection

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)
Michael Smith

Signature (Prime Bidder/Proposer)
Giovanni Difruscolo

Print Name
Smith Maintenance Company

Print Name
Triggi Construction, Inc.

Firm Name
2/11/2019

Firm Name
02/14/19

Date

Date

Subscribed and sworn before me this 1/17/19 day of February, 20 19.

Signature of Notary Public

My Commission expires on 02/22/2020



RETURN THIS PAGE WITH BID



Smith Maintenance Company
2221 W. Walnut Street, Unit #2
Chicago, Illinois 60612

P.O.C. John Rosa
Mobile: (630) 742-6525
Email: john@smithmaint.com
Office: 312.733.4301
Fax: 312.733.4601

P.O.C. Michael Smith
Mobile: 847.302.5664
Email: mike@smithmain.com
Office: 312.733.4301
Fax: 312.733.4601

Letting: 2/14/2019
Contract #: 19-4
County: COOK
Location: VARIOUS ALLEY
Item #: OAK PARK

Price Does Not Include:

- **Flaggers or AFADS.** Temp striping, Cones, Temp attenuators includes crash barrels only
- **Temporary lane closures.** Temp Fence and screening, Delineator post, Sign coring
- **Responsibility for removing, relocating, storing, covering or replacing existing signage**
- **Temporary access drives.** Temp signals, aggregate work, RXR insurance
- **Removal or obliteration of conflicting pavt markings using water blasting.**

Barrier Wall, Attenuator or bases, Surveillance, Wall reflectors, Message Centers

Insurance limits \$1 Million G/L and \$5 Million

*****This quote is valid for 60 days



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JAN 29 2015

Smith Maintenance Company
205 W. Randolph Street, Suite 925
Chicago, IL 60606

We are pleased to inform you that Smith Maintenance Company has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 2/1/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 2/1/2016, 2/1/2017, 2/1/2018, and 2/1/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 2/1/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/1/2019.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

JAN 29 2015

Smith Maintenance Company

Page 2 of 2

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

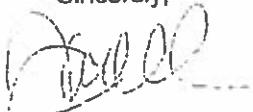
NAICS Code(s):

- 237110 - Distribution line, sewer and water, construction
- 237110 - Utility line (i.e. sewer and water) construction
- 237110 - Water main and line construction
- 238350 - Carpentry work (except framing)
- 561720 - Janitorial services
- 561720 - Window cleaning services
- 561790 - Parking lot cleaning (e.g., power sweeping, washing) services
- 238990 - Asphalt coating and sealing, commercial parking lot and driveway
- 237310 - Parking lot marking and line painting
- 561990 - Flagging (i.e. traffic control) services

Your firm's participation on City contracts will be credited only toward Minority-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer
JLR/ns

SCHEDULE C:

**VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE
TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT**

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
[] No [] Yes – Please attach explanation.

Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities and or Services for the above named Project/Contract:

Indicate the Total Dollar Amount, the Percentage, and the Terms of Payment for the above-described Commodities/Services:

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.)

Prime Bidder/Proposer declares and affirms that the facts and representations set forth herein are true and correct and no material facts have been omitted.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20_____,

(SEAL)

Signature of Notary Public

My Commission expires on _____

RETURN THIS PAGE WITH BID

SCHEDULE D:
VILLAGE OF OAK PARK
M/WBE PARTICIPATION AFFIDAVIT

Contract #: 19-4 Contract Value: \$ 1,929,806.95

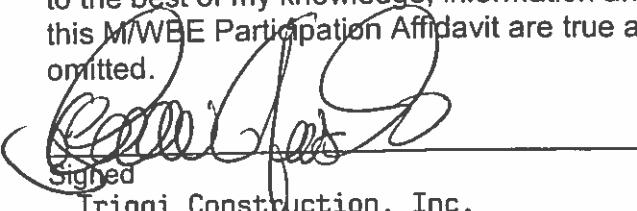
Contact Person: Arthur Merkelz Phone: 630/584-4490 Fax: 630/584-0271

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:
2019 Alley Improvements

Any questions regarding compliance with these requirements should be directed to:

Finance Department
The Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302
PHONE: 708.358.5460, FAX: 708.358.5105.

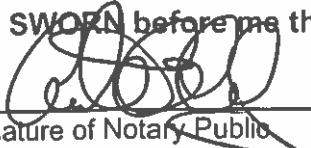
I, Giovanni Difruscolo (print name) hereby agree to comply with and be bound by the provisions to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.


Signed
Triggi Construction, Inc.

Firm Name (Print)
630/584-4490 630/584-0271
Phone Fax

Giovanni Difruscolo, President
Name and Title (Print)
1975 Powis Rd, POB 235
Firm Address (Print)
West Chicago, IL 60186-0235
City/State/Zip

SUBSCRIBED AND SWEARN before me this 14th day of February, 2019,


Signature of Notary Public

(SEAL)



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SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:
 Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm:	Smith Maintenance Co.	Race / Gender:	MBE
Address:	2221 W Walnut St, Unit 2		
City/State/Zip:	Chicago, IL 60612		
Telephone No.:	312/733-4301	Fax:	312/733-4601
Contact Person:	John Rosa		
Dollar Amount:	\$12,950.00	.67 %	Schedule C attached? [<input checked="" type="checkbox"/>] Yes [<input type="checkbox"/>] No
Description of Commodity/Service: traffic control and protection			

Name of M/WBE Firm:	Race / Gender:	
Address:		
City/State/Zip:		
Telephone No.:	Fax:	
Contact Person:		
Dollar Amount:	\$ %	Schedule C attached? [<input type="checkbox"/>] Yes [<input checked="" type="checkbox"/>] No
Description of Commodity/Service:		

Name of M/WBE Firm:	Race / Gender:	
Address:		
City/State/Zip:		
Telephone No.:	Fax:	
Contact Person:		
Dollar Amount:	\$ %	Schedule C attached? [<input type="checkbox"/>] Yes [<input checked="" type="checkbox"/>] No
Description of Commodity/Service:		

Total MBE \$ 12,950.00 .67 %

Total WBE \$ _____ %

Grand Total MBE \$ 12,950.00 .67 %

Grand Total WBE \$ _____ %

RETURN THIS PAGE WITH BID

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm	Name of non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date

On this _____ day of _____, 20____, the above signed
officers _____
(names of affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Signature of Notary Public
(SEAL)
Commission Expires: _____

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EXAMPLE

Contract

1. THIS AGREEMENT is made and concluded on _____, 2019, by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President & Board of Trustees and _____, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for
 - b. Contractor's Proposal dated _____; and
 - c. The Contract Bond

Where the terms of the Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans will control.

3. Contractor agrees, at its own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this contract and the requirements of the title of employee overseeing work under it.
4. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this job.
5. Contractor affirms that the individual signing this contract is authorized to execute agreements on behalf of the Contracting entity.
6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

Village of Oak Park

Vicky Scaman
Village Clerk
(Seal)

By _____

Cara Pavlicek
Village Manager

Name of Contractor

By: _____
Signature _____

Printed Name _____

Its: _____
Title _____



EXAMPLE

Contract Bond

We _____

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the Village of Oak Park (hereafter referred to as "VOP") in the penal sum of

_____ Dollars (\$ _____), lawful money of the United States, well and truly

to be paid unto said VOP, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the VOP acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond will insure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the said work shall have been accepted, and shall hold the VOP and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ 2019.

PRINCIPAL

(Company Name) _____

(Company Name) _____

By: _____
(Signature & Title)

By: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

(Name of Surety) _____

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of the PRINCIPAL and SURETY)

the above personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 20 ____.

My commission expires _____.

Notary Public

Approved this _____ day of _____, 20 _____

Attest:

_____ (Awarding Authority)

_____ Clerk

_____ (Chairman/Mayor/President)

(Seal)