

**Contract**

1. THIS CONTRACT is entered into on June 20, 2016 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and **Triggi Construction, Inc.**, 1975 Powis Rd, POB 235, West Chicago, Illinois 60186, 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 Project 16-5, 2016 Alley Improvements;
  - b. Contractor's Proposal dated June 2, 2016; and
  - c. The Contract Bond.
3. Where the terms of the Contractor's 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 shall control.
4. The Contractor shall at its own cost and expense perform 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 Director of Public Works or the Director's designee.
5. 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 contract.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract on the date above mentioned.

Attest:

Teresa Powell  
 Teresa Powell  
 Village Clerk  
 (Seal)

Village of Oak Park

By Cara Pavlicek  
 Cara Pavlicek  
 Village Manager

Triggi Construction, Inc.

By: Giovanni Difruscolo  
 Signature

Giovanni Difruscolo  
 Printed Name

Its: President  
 Title

**REVIEWED AND APPROVED  
 AS TO FORM**

PLT JUN 20 2016  
**LAW DEPARTMENT**



RE: 2016 Alley Improvements, Project 16-5

**Contract Bond**

**Bond# 40123634**

Triggi Construction, Inc., 1975 Powis Rd, POB 235, West Chicago, Illinois 60186, as PRINCIPAL, and

The Guarantee Company of North America USA, 1 Towne Square, Suite 1470, Southfield, MI 48076, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Two Hundred Forty four Thousand, Eight Hundred and twelve Dollars, and 80/100 (\$244,812.80), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the 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, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure 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 Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the 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 work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this 29th day of June, 2016.

Triggi Construction, Inc.  
NAME OF PRINCIPAL

By: [Signature]

Signature

By: Giovanni Difruscolo

Printed Name

Its: President

Title

Subscribed to and Sworn before me on the

29th day of June, 2016.

[Signature]  
Notary Public

The Guarantee Company of North America USA  
NAME OF SURETY

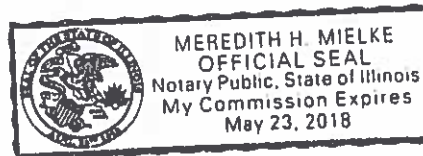
By: [Signature]

Signature of Attorney-in-Fact Sherene L. Hemler

Subscribed to and Sworn before me on the

29th day of June, 2016.

[Signature]  
Notary Public





**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

Project Name: **2016 Alley Improvements**

Project Number: **Oak Park Project # 16-5**

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**

\_\_\_\_\_  
City



## 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, June 2, 2016** at which time the proposals shall be publicly opened and read.

### Description of Work

Name: 2016 Development Alley Improvements— Oak Park Project # 16-5

Location: This project will consist of improvements to two alleys within a heavily trafficked area of the Village of Oak Park. The alleys are located within the portion of town bound by Lake Street on the north, Marion Street on the East, Harlem Avenue on the west, and North Boulevard at the south. There are two (2) alley locations, one of which is a "T" alley and the other is an "L" alley, resulting in 4 directional alleys.

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

This project is to be constructed between two large scale developments. Construction will be ongoing adjacent to these alleys for most of this project.

The alleys cannot be built concurrently and must follow the schedules listed below:

**South Alley:**

- Start Date: July 25<sup>th</sup>
- End Date: August 15<sup>th</sup>

**North Alley:**

- Start date: September 26<sup>th</sup>
- End date: October 14<sup>th</sup>

Mandatory Pre-Bid Meeting: All prospective bidders will be required to attend a Pre-Bid Meeting on Friday, May 27<sup>th</sup> at 10:00 A.M. We will meet in the north alley (Alley 370) by Westgate and Marion and then walk to the south alley as a group.

Contractors will be required to park at Holley Court Parking Garage for this meeting.

### **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 **\$40.00** (non-refundable). No plans will be issued to prospective bidders after **4 P.M.** on Thursday, May 26<sup>th</sup>, 2016. 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, executed by a corporate surety company (bid bond) or a bank cashier's check in the amount of 5% of the amount bid.
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 "Standard Specifications for Road and Bridge Construction," prepared by the 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

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

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).
13. Proposal Guaranty Check:

<b>Attach Cashier's Check or Certified Check Here</b>
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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	100	10.00	1,000.00
2	Sidewalk Removal	SqFt	1,250	2.50	3,125.00
3	Driveway Pavement Removal	SqYd	70	25.00	1,750.00
4	Pavement Removal	SqYd	900	25.00	22,500.00
5	Earth Excavation for Alley Pavement	CuYd	230	50.00	11,500.00
6	Subgrade Removal and Replacement	CuYd	25	75.00	1,875.00
7	Structure to be Adjusted	Each	4	500.00	2,000.00
8	8" PVC Storm Sewer	Foot	10	100.00	1,000.00
9	Trench Backfill	CuYd	10	75.00	750.00
10	Restricted Depth Catch Basin, 3' Diameter, Type 1 Frame, Open Lid	Each	1	3,500.00	3,500.00
11	Inlet, Type A, Type 1 Frame, Open Lid	Each	1	1,500.00	1,500.00
12	Type 1 Frame and Lid	Each	4	400.00	1,600.00
13	Combination Concrete Curb and Gutter, Type B-6.12	Foot	25	50.00	1,250.00
14	Portland Cement Concrete Sidewalk, 5"	SqFt	1,500	10.50	15,750.00
15	Portland Cement Concrete Garage Apron, 7"	SqYd	100	105.00	10,500.00
16	High Early Strength Portland Cement Concrete Alley Pavement, 9"	SqYd	800	125.00	100,000.00
17	Edge Grade Adjustment	Foot	50	25.00	1,250.00
18	Protective Coat	SqYd	1,050	.01	10.50

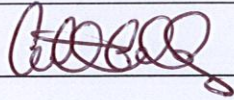


#	PAY ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST
19	Geotechnical Fabric for Ground Stabilization	SqYd	800	2.50	2,000.00
20	Aggregate Base Course, Type B, 6"	SqYd	800	17.50	14,000.00
21	Construction Videotaping	Unit	4	250.00	1,000.00
22	Project ID Sign	Each	2	600.00	1,200.00
23	Traffic Control and Protection	L.S.	1	25,000.00	25,000.00
24	Horizontal Control and Layout	L.S.	1	5,000.00	5,000.00
25	Removal and Disposal of Regulated Substances	CuYd	230	.01	2.30
26	Garbage Collection	Days	21	750.00	15,750.00
Project Total =					244,812.80

#### Schedule of Multiple Bids

Combination Letter	Sections Included in Combination	Total

#### RECIEPT OF ADDENDA

<u>Addendum Number</u>	<u>Date Received</u>	<u>Signature</u>
1	5/27/16	

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



Oak Park

III

Village of Oak Park, IL  
Proposal Bid Bond

**RETURN WITH BID**

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.

THEREFORE 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 surety 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

2nd day of June A.D. 20 16

PRINCIPAL

Triggi Construction, Inc.

(Company Name)

(Company Name)

By

Giovanni Difruscolo, President

(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)

(Signature of Attorney-in-Fact) Carol A. Dougherty

STATE OF ILLINOIS,

COUNTY OF DeKalb

I, Arthur Merkelz

that Giovanni Difruscolo

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each 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 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 2nd day of June A.D. 20 16

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 01/28/16

Notary Public

OFFICIAL SEAL

ARTHUR W MERKELZ III

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Jan 28, 2020



The Guarantee Company of North America USA  
Southfield, Michigan

## POWER OF ATTORNEY

**KNOW 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, Jessica L. Ancona, Kirk Liskewitz  
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 31<sup>st</sup> 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 23rd day of February, 2012.

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN  
County of Oakland

On this 23rd day of February, 2012 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



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2018  
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 2nd day of June, 2016

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: Giovanni Difruscolo Giovanni Difruscolo, Pres

Authorized Signature

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

Address

630/584-4490

Telephone

Subscribed and sworn to before me their 2nd day of June, 2016.

Arthur W Merkelz III  
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:**

The Village may require additional information in the way of social security numbers and drivers license numbers of company officials for the purposes of performing background checks. The officers names and titles should be listed below:

Name	Title
Giovanni Difruscolo,	President
Lucrezia Difruscolo,	Secretary
Nicola Difruscolo,	Treasurer

-----

**RETURN THIS PAGE WITH BID**


IV

**CONTRACTOR'S CERTIFICATION**

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

2016 Alley Improvements #16-5 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".

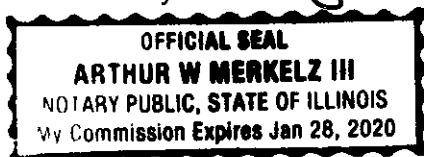
By:  Giovanni Difruscolo, Pres  
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 2nd day of

June, 2016.

  
Notary Public



**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)

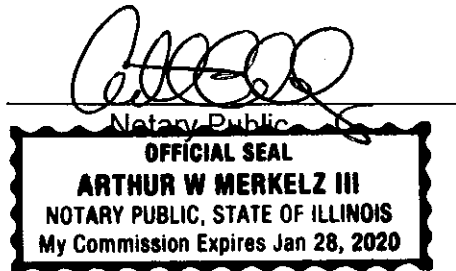
2016 Alley Improvements #16-5 to the Village of Oak Park, hereby  
(general description of item(s) proposal on)

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 Giovanni Difruscolo, Pre  
(Authorized Agent of Contractor)

Subscribed and sworn to

before me their 2nd day of  
June, 2016.



**RETURN THIS PAGE WITH BID**

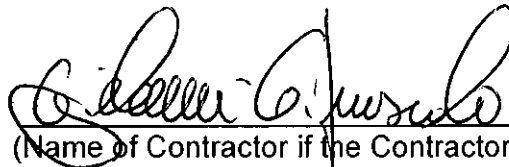
V

**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.



(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 2nd day of June, 2016.

  
Notary Public

**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)

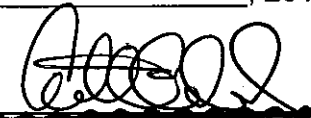
President of Triggi Construction, Inc. and that he/she  
(Title or Office) (Name of Company)

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.

  
Giovanni Difruscolo President

Subscribed and sworn to before  
me their 2nd day of  
June, 2016

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

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## 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  
☒ 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?

29 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.

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

Vendor Name Triggi Construction, Inc.  
Total Employees 29

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									50
<del>Professional CME</del>	3	3			2							66
<del>Technicians CM</del>	6	6										100
<del>Sales Workers</del> PRTN	3	3			2							66
Office & Clerical	2	1	1									50
<del>Service Skilled TRK</del> DRV	3	3			2							66
Laborers	10	10			10							100
Service Workers												
TOTAL	29	27	2		22							83
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, being first duly sworn, deposes and says that he/she is the President (Name of Person Making Affidavit) (Title or Officer) 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 2nd day of June, 20 16.

Giovanni Difruscolo  
(Signature)

10-02-16  
(Date)

Arthur W Merkelz III

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

## 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: \_\_\_\_\_ 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 \_\_\_\_\_

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

Contract #: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Commodities/Services to be provided by the Bidder/Proposer on this Contract:  
\_\_\_\_\_

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, \_\_\_\_\_ (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

\_\_\_\_\_  
Name and Title (Print)

\_\_\_\_\_  
Firm Name (Print)

\_\_\_\_\_  
Firm Address (Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City/State/Zip

**SUBSCRIBED AND SWORN** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

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

Total MBE \$		%
Total WBE \$		%
Grand Total MBE \$		%
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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## Contract

1. THIS AGREEMENT is made and concluded on \_\_\_\_\_, 2016 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 the Contracting entity.
6. IN WITNESS WHEREOF, the parties have executed this contract on the date above mentioned.

Attest:

**Village of Oak Park**

\_\_\_\_\_  
**Teresa Powell**  
**Village Clerk**  
(Seal)

By \_\_\_\_\_  
**Cara Pavlicek**  
**Village Manager**

**name of Contractor**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title



### 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 \_\_\_\_\_ 2016.

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)