



## BROADVIEW POLICE DEPARTMENT

2350 S. 25th Avenue - Broadview, Illinois 60155

**Thomas Mills**

Chief of Police

708-345-6550

Fax 708-681-0248

### MEMORANDUM

To: Katrina Thompson  
Mayor  
Village of Broadview

From: Thomas Mills  
Chief of Police  
Village of Broadview

Date: May 09, 2022

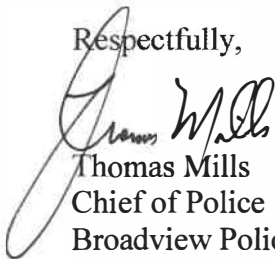
Subject: Life Saving Award Presentation to TCO Melissa A. Paoloni

On March 27, 2022, TCO Melissa Paoloni while working her normal tour in the Ike 911 Center monitored a call for service by Maywood Police Officers which subsequently led the officers having to transport a combative subject to the Maywood Police Department for processing. Via video surveillance, TCO Paoloni continued to monitor the processing and observed the erratic behavior by the subject with the arresting officers as he was placed in the holding cell. TCO Paoloni continued to monitor the combative subject via video cameras as he remained in the holding cell, and after a short time later observed the subject tie a shirt around his neck in an attempt to harm himself or even commit suicide.

TCO Paoloni while constantly monitoring the events immediately notified Maywood Police Officers of the incident as they were able to respond and provide immediate medical attention to the subject and save his life. Due to her extensive training, attention to duty, and dedication to the residents of both the Village of Broadview and the Village of Maywood, TCO Paoloni was able to save the life of an individual attempting to harm himself or even take his own life.

Reporting Chief respectfully request the presentation of this award be acknowledged by the Board of Trustees and the Mayor during the Village Board Meeting on May 16, 2022.

Respectfully,



Thomas Mills  
Chief of Police  
Broadview Police Department

Cc: Board of Trustees  
Kevin McGrier, Village Clerk  
LeTisa Jones, Village Administrator



## BROADVIEW POLICE DEPARTMENT

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**Thomas Mills**  
Chief of Police

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Fax 708-681-0248

### MEMORANDUM

To: Katrina Thompson  
Mayor  
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From: Thomas Mills  
Chief of Police  
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Date: May 09, 2022

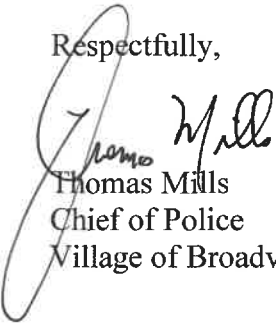
Subject: Swearing – In Ceremony for Police Officer Patricia Scalise

Reporting Chief respectfully request Police Officer Patricia Scalise have the opportunity to be sworn-in before the Mayor and the Village Board of Trustees.

Police Officer Patricia Scalise was officially hired as a certified police officer on January 04, 2022 but did not have the opportunity to participate in the official swearing-in ceremony due to Covid restrictions.

If approved, the Swearing-In ceremony can take place during the Village Board Meeting on May 16, 2022 in front of her family and colleagues.

Respectfully,



Thomas Mills  
Chief of Police  
Village of Broadview

Cc: Board of Trustees  
Kevin McGrier, Village Clerk  
LeTisa Jones, Village Administrator

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH  
EDWIN HANCOCK ENGINEERING COMPANY FOR CDBG GREEN ALLEY  
IMPROVEMENTS (CDBG PROJECT NO. 2106-013) FOR THE VILLAGE OF  
BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have determined that the Village is in need of certain construction engineering services related the CDBG green alley improvements (CDBG Project No. 2106-013) (the “Services”) within the Village; and

**WHEREAS**, Edwin Hancock Engineering Company (“Hancock”) has provided the Village with an agreement whereby Hancock will provide the Services to the Village (the “Agreement”); and

**WHEREAS**, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to enter into the Agreement with Hancock, a copy of which is attached hereto and incorporated herein as Exhibit A, for the Services;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 02. Purpose.**

The purpose of this Resolution is to enter into and approve the Agreement whereby Hancock will provide the Services to the Village.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**

**ARTICLE II.  
ACCEPTANCE OF AGREEMENT**

**Section 10. Authorization.**

The Agreement is hereby accepted and approved. The Village Board hereby authorizes and directs the President, or her designee, to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and



all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President, or her designee, to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President, or her designee, to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

### **ARTICLE III.**

#### **HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

##### **Section 11. Headings.**

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

##### **Section 12. Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and

deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 13. Superseder.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 14. Effective Date.**

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

**ADOPTED** by the Village Board of the Village of Broadview, Cook County, Illinois on this \_\_\_ day of \_\_\_\_\_ 2022, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS \_\_\_ DAY OF \_\_\_\_\_ 2022.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**

## **EXHIBIT A**

AGREEMENT  
between the  
VILLAGE OF BROADVIEW  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for  
FURNISHING OF  
PROFESSIONAL  
**DESIGN AND CONSTRUCTION**  
ENGINEERING SERVICES  
for the  
**CDBG GREEN ALLEY IMPROVEMENTS**  
**CDBG PROJECT NO. 2106-013**  
in  
BROADVIEW, ILLINOIS

April 2022

AGREEMENT  
between the  
VILLAGE OF BROADVIEW  
and the  
EDWIN HANCOCK ENGINEERING COMPANY  
for furnishing of

**DESIGN AND CONSTRUCTION ENGINEERING SERVICES**  
for the

**CDBG GREEN ALLEY IMPROVEMENT PROJECT  
CDBG PROJECT NO. 2106-013**

BROADVIEW, ILLINOIS

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THIS AGREEMENT, made and entered into between the VILLAGE of BROADVIEW, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering Services necessary for the Design and Construction Engineering required for the CDBG Green Alley Improvement Project CDBG Project No. 2106-013. For the purposes of this Agreement, "Contractor" shall be defined as any contractors or subcontractors whose services are engaged to perform the work described in this Agreement, particularly the work related to CDBG Green Alley Improvements Project, Project number 2106-013.

The alleys to be improved are:

N-S Alley between 17<sup>th</sup> Avenue and 16<sup>th</sup> Avenue from North of Roosevelt to Fillmore Street.

N-S Alley between 20<sup>th</sup> Avenue and 19<sup>th</sup> Avenue from Harvard Street to Fillmore Street.

The scope of construction will include removing the existing deteriorated hot-mix asphalt alley pavement, garage aprons, sidewalks and select sections of curb. Installation of an aggregate base course, concrete alley pavement, permeable paver alley pavement, alley garage aprons, sidewalks and curbs.

Design Engineering includes the preparation of plans, specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

Construction Engineering includes line and grade staking of the proposed work, observation of the work as it progresses to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents, attendance at progress meetings during construction as may be required, measurement of quantities and preparation of pay estimates as required, as well as other services outlined in Section I.B of this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon written authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
  - 1. Preparing preliminary design criteria.
  - 2. Making engineering field topographic surveys as are necessary.
  - 3. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
  - 4. Preparing detailed plans, specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
  - 5. Endorsing all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
  - 6. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids
  - 7. Assisting the VILLAGE in the tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- B. To perform, or be responsible for the performance of, the following Construction Engineering services for the proposed improvement:
  - 1. Preparation of all necessary contract documents resulting from the award of the contract.
  - 2. Consulting on interpretations of plans and specifications and any changes under consideration as construction proceeds, including attending such meetings as may be required to inform the VILLAGE on the progress of the work.
  - 3. Checking of shop and equipment drawings for general conformance of the information given with the design concept expressed in the contract documents.
  - 4. Providing line-and-grade staking.
  - 5. Providing resident observation of the construction work to become familiar with the progress and quality of the work completed and to determine if the work when completed will be in accordance with the contract documents.
  - 6. Maintaining a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - 7. Coordination of materials testing engineers and review of materials inspection reports.

8. Advising the VILLAGE of defects and deficiencies observed in the work of the CONTRACTOR, but the ENGINEER shall not be responsible for nor does it guarantee the performance of the contract by the CONTRACTOR
  9. Making any necessary changes as may be required after the award of the construction contract and during construction of the improvement and which are consistent with the original scope of the project. Changes not in the original scope that are requested by the VILLAGE, or requested by the CONTRACTOR and agreed to by the VILLAGE, or are deemed necessary to the project but not reasonably foreseeable by the ENGINEER during the time of the design, shall be performed by the ENGINEER at an agreed additional cost.
  10. Making final measurement of quantities of work performed under the contract as required for determining payment due for the work.
  11. Preparing contractor's partial and final payment estimates, change orders, and other records that may be required.
  12. Performing final inspection of all improvements.
- C. To cause to be furnished, when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
1. Proportioning and testing of Portland cement concrete and bituminous concrete mixtures in accordance with project specifications.
  2. All compaction or density tests as required by the specifications.
- D. To the fullest extent permitted by law, the ENGINEER shall indemnify, defend and hold the Village, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the Design Engineering or the Construction Engineering; the intentional, willful or negligent acts or omissions of the ENGINEER; the ENGINEER'S violation of any law or the rights of a third party; or this Agreement. The ENGINEER will also indemnify, defend and hold harmless the Village for any Workers' Compensation claims related to this Agreement, except for claims from persons employed by the Village of Broadview, and for any claims that name the VILLAGE as a joint or loaning/loaner employer with ENGINEER. Notwithstanding any other contrary provision contained herein, the ENGINEER'S obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.
- E. ENGINEER shall carry adequate insurance as agreed upon between VILLAGE and ENGINEER, including but not limited to general liability insurance, workers' compensation insurance, and insurance covering the indemnity referenced in this



Agreement. The ENGINEER shall add the VILLAGE as an additional insured on these policies, except for the ENGINEER's Workers' Compensation and Professional Liabilities policies. Such insurance shall remain in force until all work is completed and all final measurements and reports have been made and accepted by the VILLAGE. ENGINEER shall provide within ten (10) business days of the execution of this agreement a copy of its certificates of insurance which shall evidence that the VILLAGE has been named as an additional insured by these policies.

## II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
  - 1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount of Twenty-Nine Thousand and No/ 100 Dollars (\$29,000.00), unless there is a substantial change in the scope, complexity, or character of the improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT and shall be memorialized in writing.
  - 2. To pay the Engineer as compensation for all Construction Engineering services performed as stipulated in above Section I.B a CONSTRUCTION ENGINEERING FEE of Thirty-Three Thousand and No/100 Dollars (\$33,000.00), unless there is a substantial change in the scope, complexity, or character of the work to be performed or there is a substantial overrun in the time necessary for the ENGINEER to complete the work due to causes beyond its control, no increase in Fees shall occur without the advanced written agreement of the VILLAGE. Under such circumstances, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of this AGREEMENT, and shall be documented by a change order or amendment to this AGREEMENT.
  - 3. To pay for subletted services as stipulated in Section I.C. at the actual costs to the ENGINEER, said costs being separate from the ENGINEERING FEES. "Costs to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work.
  - 4. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
  - 1. During the design of the work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services

rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for design engineering services.

2. Upon satisfactory delivery of final design plans, specifications, and proposals for the improvement by the VILLAGE, One Hundred Percent (100%) of the total DESIGN ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER. Any costs or fees incurred by either party resulting from the failure by the ENGINEER to draft the final design plans, specifications, and proposals for the improvements referenced in this AGREEMENT as agreed will be borne exclusively by the ENGINEER, unless mutually agreed otherwise.
3. During construction, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly payments for the work performed for Construction Engineering shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date based on percent completion of tasks as outlined less all previous payments made to the ENGINEER for construction engineering services.
4. Final Payment - Upon approval by the VILLAGE, but not later than sixty (60) days after the site improvements have been satisfactorily completed and all final measurements and reports have been made and accepted by the VILLAGE, One Hundred Percent (100%) of the total CONSTRUCTION ENGINEERING FEE, less progress payments made, shall be due and payable to the ENGINEER.

### III. IT IS MUTUALLY AGREED:

- A. Termination of Agreement. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partial and completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed provided that said services were approved, in writing, by the VILLAGE. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. Scope of Control. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the CONTRACTOR's rights and responsibilities under the contract documents that the CONTRACTOR entered into with the VILLAGE.
- C. Resolution of Disputes. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's

fee and any filing fees equally. If the parties are unable to mutually agree upon a mediator, the parties will ask a mediation service such as the Federal Mediation and Conciliation Service for a panel of no more than 7 mediators and the parties will take turns mutually striking names of the mediators until the parties have only one mediator left. The party to strike first shall be selected by lot. Any mediation or legal proceedings shall be held in the Cook County, Illinois, which is where the Project is located, unless another location is mutually agreed upon and there are no jurisdictional impediments. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- D. Entire Agreement. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.
- E. Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the ENGINEER:

Chris Baker, P.E.  
Edwin Hancock Engineering  
9933 Roosevelt Road  
Westchester, IL 60154  
Facsimile: 708-865-1212

To the VILLAGE:

Village President  
Village of Broadview  
2350 South 25<sup>th</sup> Avenue  
Broadview, IL 60155  
Facsimile: 708-681-2018

- F. Assignment. This Agreement is personal in character and the ENGINEER shall not assign, transfer or otherwise direct the transfer of his interest or any of his rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the VILLAGE. No assignment, even if consented to by the VILLAGE (which consent may be granted or withheld in the VILLAGE'S sole discretion) shall in any way

reduce or eliminate the liability of the Consultant under this Agreement.

- G. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.
- H. **Prevailing Party.** In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.
- I. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- J. **Severability.** The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

\_\_\_\_\_ day of \_\_\_\_\_, 2022

**VILLAGE OF BROADVIEW**

Cook County, Illinois

Acting through its

President and Board of Trustees

By \_\_\_\_\_  
Katrina Thompson, Village President

ATTEST:

By \_\_\_\_\_  
Kevin McGrier, Village Clerk

(SEAL)

-----  
Executed by the ENGINEER, this

7<sup>th</sup> day of April, 2022

**EDWIN HANCOCK ENGINEERING COMPANY**

9933 ROOSEVELT ROAD

WESTCHESTER, ILLINOIS 60154

By   
Derek Treichel, P.E., President

ATTEST:

By   
Chris Baker, P.E., Vice President

(SEAL)



## ATTACHMENT A

### SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEER – VI	\$149.00
ENGINEER – V	\$139.00
ENGINEER – IV	\$129.00
ENGINEER – III	\$124.00
ENGINEER – II	\$111.00
ENGINEER – I	\$99.00
ENGINEERING TECHNICIAN – V	\$128.00
ENGINEERING TECHNICIAN – IV	\$118.00
ENGINEERING TECHNICIAN – III	\$90.00
ENGINEERING TECHNICIAN – II	\$68.00
ENGINEERING TECHNICIAN - I	\$43.00
CAD MANAGER	\$124.00
CAD - II	\$114.00
CAD – I	\$104.00
ADMINISTRATIVE	\$68.00

## ATTACHMENT B

### Design Engineering Fee

Preliminary Engineering	\$1,500.00
Topographic Survey	\$3,000.00
CADD Drafting	\$5,000.00
Utility Coordination	\$1,000.00
Plans	\$7,000.00
Specifications	\$5,000.00
MWRD Permitting	\$1,000.00
Bid Engineering	\$1,000.00
Project Administration (CDBG Paperwork)	<u>\$4,500.00</u>
<b>Total Design Engineering Fee</b>	<b>\$ 29,000.00</b>

### Construction Engineering Fee

Pre-Construction Activities	\$1,000.00
Resident Notification	\$1,000.00
Layout	\$7,100.00
Construction Observation	\$16,000.00
Documentation	\$4,900.00
Project Close-Out	<u>\$3,000.00</u>
<b>Total Construction Engineering Fee</b>	<b>\$ 33,000.00</b>

### Estimated Sub-Consultant Fees\*\*

QA Materials Testing	\$ 2,100.00
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**\*\* These sub-consultant fees are not included in the upper limit of this Agreement.**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDED AN AGREEMENT FOR THE 16<sup>TH</sup> STREET IMPROVEMENTS PROJECT TO TRIGGI CONSTRUCTION, INC. AFTER COMPETITIVE BIDDING FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.**

\* \* \* \* \*

**WHEREAS**, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

**WHEREAS**, the Village has solicited bids for the 16<sup>th</sup> Street Improvements Project (the “Project”); and

**WHEREAS**, the solicitation of bids for the Project was required by and conducted in accordance with Section 8-9-1 of the Illinois Municipal Code [65 ILCS 5/8-9-1]; and

**WHEREAS**, Hancock Engineering, acting on behalf of the Village, reviewed all bids submitted and issued a recommendation, a copy of which is attached hereto and incorporated herein as Exhibit A, whereby Hancock Engineering determined that the lowest responsible and responsive bidder is Triggs Construction, Inc. (“Triggs”); and

**WHEREAS**, Triggs has presented the Village with a copy of an agreement with certain exhibits related to performance of certain work related to the Project (the “Agreement”), a copy of which is attached hereto and incorporated herein as Exhibit B; and



**WHEREAS**, the President (the “President”) and the Board of Trustees of the Village (the “Village Board”, and with the President, the “Corporate Authorities”) have determined that it is both advisable and in the best interests of the Village and its residents to accept the lowest responsible and responsive bid and authorize the execution of the Agreement with Triggi;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.  
IN GENERAL**

**Section 01. Incorporation Clause.**

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**Section 02. Purpose.**

The purpose of this Resolution is to accept the lowest responsible and responsive bid in reliance on the recommendation from Hancock Engineering, and authorize the execution of the Agreement with Triggi.

**Section 03. Invocation of Authority.**

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

**Section 04. State Law Adopted.**

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

**Sections 05-09. Reserved.**

**ARTICLE II.  
APPROVE THE LOWEST RESPONSIBLE BID AND AUTHORIZE AN  
AGREEMENT WITH TRIGGI**

**Section 10. Authorization.**

The lowest responsive and responsible bid as submitted by Triggs in the amount of \$334,883.75 and recommended by Hancock Engineering is hereby accepted. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms. The Village Board authorizes and directs the President or her designee to execute the applicable Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

**ARTICLE III.  
HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

**Section 11. Headings.**

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

**Section 12. Severability.**

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

**Section 13. Superseder.**

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

**Section 14. Effective Date.**

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

**ADOPTED** by the Village Board of the Village of Broadview, Cook County,  
Illinois on this \_\_\_ day of \_\_\_\_\_ 2022, pursuant to a roll call vote, as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>
Miller				
Senior				
Shelby				
Armour				
Abraham				
Chao-Malave				
(Mayor Thompson)				
<b>TOTAL</b>				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE  
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS  
\_\_\_\_ DAY OF \_\_\_\_\_ 2022.**

**APPROVED,**

\_\_\_\_\_  
**VILLAGE PRESIDENT**

**ATTEST:** \_\_\_\_\_

**Village Clerk**

**Recorded in the Municipal Records:  
Published in Pamphlet Form:**

## **EXHIBIT A**

May 5, 2022

Honorable President and Board of Trustees  
Village of Broadview  
2350 S. 25th Avenue  
Broadview, Illinois 60155

Re: 16<sup>th</sup> Street Paving Improvements  
Letter of Recommendation

Honorable President and Board of Trustees:

Sealed bid proposals for the above referenced project were received and publicly opened at 11:00 A.M. on May 5<sup>th</sup> at the Broadview Municipal Building. A total of eight (8) contractors obtained bidding documents for this project; the Village received proposals from seven (7) qualified companies. The bid proposals resulted in the following pricing:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Triggi Construction	\$ 334,883.75
M & J Asphalt Paving	\$ 347,348.25
Lindahl Brothers	\$ 360,486.25
J.A. Johnson Company	\$ 371,500.00
A Lamp Concrete Contractors	\$ 384,531.00
Chicagoland Paving	\$ 385,000.00
Metromex Contractors	\$ 415,489.75
Engineer's Estimate	\$ 294,090.00

The project consists of improvements to 16<sup>th</sup> Street (between 17<sup>th</sup> and 13<sup>th</sup> Avenues). The roadway will be milled and resurfaced, with improvements being made to ADA crossings, portions of the curb and gutter, and parkways. Additionally, the asphalt parking areas on the south side of the street will be removed and replaced with new Hot-Mix Asphalt.

It is not a surprise that the bid for this project is higher than the Engineer's Estimate. Our specifications include language for a very expedited project timeline, as all concrete and asphalt work will be required to be completed by June 17<sup>th</sup>, in advance of the Village's Juneteenth celebration. We believe that the additional cost, which equates to approximately 10% is within reason.

The construction of the project will be funded with Local funds.

The lowest responsive, responsible bidder for this project was **Triggi Construction** of West Chicago, Illinois.

Triggi Construction is a contractor that has completed work of similar scope recently within surrounding communities, including the Village of Oak Park, Village of Brookfield, and the Village of LaGrange Park. The contractor has not recently worked in the Village of Broadview as the general contractor, however Hancock Engineering has worked with them on many projects within the recent past.

Although, we have had very positive experiences with Triggi Construction, we called several of their references. Each past customer of theirs had very positive things to say about the quality of their work as well as their accommodating nature throughout the administration of the Contract.

Based on the interview of contractor and subcontractor supplied references from other communities, and the review of their current work under contract, we find that the contractor is qualified to complete the work specified. **The contractor also maintains the capacity to complete the project prior to the specified completion date of June 17<sup>th</sup>, 2022.**

We recommend that the Contract for the improvements be awarded to **Triggi Construction**, in the amount of \$334,883.75.

We have enclosed a copy of the complete bid tabulations for this project. We are also returning the original bids with a copy of this letter to the Village Clerk.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.



---

Chris Baker, P.E.  
Vice-President

Enclosure

cc: Mr. Kevin McGrier, Village Clerk  
Mr. Mathew Ames, Public Works Director

## **EXHIBIT B**



## AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between "TRIGGI CONSTRUCTION, 1975 Powis Rd, West Chicago, IL 60185, (hereinafter referred to as "Contractor"), and the VILLAGE OF BROADVIEW, a Municipal Corporation, 2350 South 25th Avenue, Broadview, Illinois 60155, Telephone No. (708) 681-3600 (hereinafter referred to as "Owner"):

### WITNESSETH:

That the Contractor and the Owner, for and in consideration of the mutual promises hereinafter set forth, agree as follows:

1) SCOPE OF WORK. The Contractor shall furnish all of the equipment and materials to perform all of the work for the 16<sup>TH</sup> Street Improvements in the Village of Broadview, Illinois as shown, described, and enumerated in the following documents:

- A. Project Specifications and Bidding Documents for the 16<sup>th</sup> Street Improvements, Broadview, Illinois, attached hereto, made a part hereof and designated EXHIBIT "A".
- B. Project Plans for the 16<sup>th</sup> Street Improvements, Broadview, Illinois, attached hereto, made a part hereof and designated EXHIBIT "B".

The documents attached as Exhibit A and B are hereby incorporated into and made part of this Agreement. The Contractor acknowledges receipt of those documents.

2) TIME OF COMPLETION. The work to be performed under this Agreement shall commence and be completed within the time provided in the Project Specifications and Bidding Documents which is Exhibit "A".

3) THE CONTRACT SUM. The Owner shall pay the Contractor for the performance of the Work, at the contract unit prices as set forth in the Project Specifications and Bidding Documents designated as Exhibit "A".

4) ACCEPTANCE AND PAYMENT. If the rate of progress is satisfactory to the Engineer, and it appears that all claims for labor and material are satisfied, Engineer's estimate will be issued to the Contractor and payment shall be made thereon at intervals of not less than thirty (30) days during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the time

of issuing each estimate; and upon the final completion and acceptance of the work, a final estimate will be issued for the total amount due under contract, less previous payments and liquidated damages, if any.

Before the issuance of final certificate, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid.

5) PERFORMANCE BOND AND INSURANCE. Before commencing any of the work provided for herein and within ten (10) days from the date hereof, the Contractor shall furnish the Owner with the bond and insurance coverage required in the Project Specifications and Bidding Documents.

6) SEVERABILITY. The provisions of this Agreement shall be deemed to be severable. If any term, covenant or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.

7) COMPLIANCE WITH FEDERAL AND STATE LAW. Contractor agrees to comply with all Federal and State Statutes and Rules relating to Fair Employment Practices, wage minimums, and other requirements for public projects.

8) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County, Illinois.

9) ASSIGNMENT. This Agreement is personal in character and the Contractor shall not assign, transfer or otherwise direct the transfer of his interest or any of his rights or obligations under this Agreement, as security or otherwise, without the prior written consent of the Village. No assignment, even if consented to by the Village (which consent may be granted or withheld in the Village's sole discretion) shall in any way reduce or eliminate the liability of the Contractor under this Agreement.

10) PREVAILING PARTY. In the event of a default and/or litigation arising out of the

enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that the prevailing Party shall be entitled to recover all costs, charges, expenses and reasonable attorneys' fees arising as a result thereof. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count.

11) CONTRACTOR CERTIFICATIONS. Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of 720 ILCS 5/33E-3 and 33E-4. Contractor also certifies that it has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its terms.

12) INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the Village, its officials (whether elected or appointed), trustees, employees, volunteers, insurers, directors, agents, officers, representatives, or successors harmless from and against any third party claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees and court costs), deaths, injuries and damages, known or unknown, contingent or actual, liquidated or unliquidated, that occurred or are alleged to have occurred in whole or in part in connection with the lawn and landscaping services to be performed by Contractor; the intentional, willful or negligent acts or omissions of Contractor; Contractor's violation of any law or the rights of a third party; or this Agreement. Contractor will also indemnify, defend and hold harmless the Village for any Workers' Compensation claims related to this Agreement, except for claims from persons employed by the Village. The Contractor will further indemnify, defend, and hold harmless the Village for any claims that name the Village as a joint or loaning/loaner employer with Contractor unless the individual making the claim is solely an employee of the Village. Notwithstanding any other contrary provision contained herein, Contractor's obligations under this Section shall survive the expiration or termination of this Agreement. This Section shall be interpreted as broadly as possible under state and federal law. That Contractor will hold the Village and its employees harmless from all damages and liabilities caused by negligent or wrongful acts or omissions of Contractor in the

performance of its services.

13) At all times during the term of the Agreement, Contractor shall maintain, at its sole cost and expense, general comprehensive liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and workers' compensation insurance covering all of Contractor's employees with a limit of \$500,000.00 (collectively, the "Insurance Coverage"). Contractor shall cause the Village to be named as an additional insured on the Insurance Coverage. Prior to the start of the term of the Agreement, Contractor shall furnish to the Village certificates of insurance indicating that the Insurance Coverage is in effect and that said Insurance Coverage shall remain in effect during the term of the Agreement. The Insurance Coverage shall provide that coverage shall not be suspended, voided, cancelled, or non-renewed without providing the Parties with at least thirty (30) calendar days' prior written notice. If at any time during the term of the Agreement any insurance policy required herein changes or is canceled, Contractor shall immediately notify the Village by telephone and in writing. Notwithstanding anything to the contrary, the Village may terminate the Agreement immediately on written notice to Contractor if Contractor violates any of its obligations with respect to the Insurance Coverage as described herein.

14) TERMINATION OF AGREEMENT. That this Agreement may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the other. Upon such termination and upon payment in full to Contractor of all sums due and owing to Contractor shall be paid within thirty (30) days of said termination. The Contractor hereby agrees to continue to perform under the terms and conditions of this Agreement through the thirty (30) day notice period, unless otherwise mutually extended.

15) LICENSING AND BONDING. In compliance with the Village Code, Contractor shall have a valid business license and will file any necessary bonds with the Village. If the business license is revoked or otherwise becomes invalid, or the bond is withdrawn or returned for any reason, this

agreement shall be null and void and the Village shall only pay Contractor for any prior services rendered and properly invoiced to the Village.

16) COUNTERPARTS. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.

17) NOTICES. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

18) ENTIRE AGREEMENT; AMENDMENTS. This Agreement represents the entire and integrated agreement between Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. No amendment, change or addition to this Agreement shall be binding upon the Parties unless authorized by the duly elected Trustees of the Village of Broadview and reduced to a writing, which is executed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TRIGGI CONSTRUCTION, INC.  
An Illinois Corporation

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

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

Attest:

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

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

VILLAGE OF BROADVIEW, a  
Municipal Corporation

By: \_\_\_\_\_  
Katrina Thompson, Village President

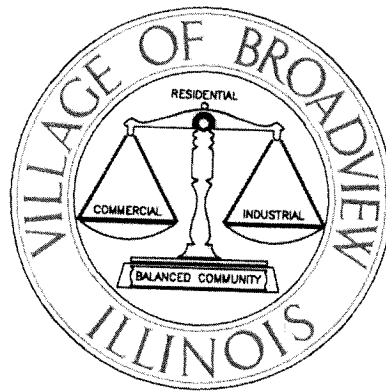
ATTEST:

\_\_\_\_\_  
Kevin McGrier, Village Clerk

Triggi Construction, Inc.  
Contractor's Name

1975 Powis Rd, POB 235  
Street

West Chicago, IL 60186-0235  
City State Zip



## BID PROPOSAL PACKET

Submit this entire booklet as your Proposal

Proposals Are Due: May 5<sup>th</sup> at 11:00 AM

### **16<sup>th</sup> STREET IMPROVEMENTS**

17<sup>th</sup> Avenue to 13<sup>th</sup> Avenue

VILLAGE OF BROADVIEW, ILLINOIS

April 2022

## SECTION VI

### **BIDDER'S CERTIFICATION**

I, Giovanni Difruscolo, hereby certify that I am the President  
(name of person making statement) (title)

of Triggi Construction, Inc. and as such hereby represents and  
(name of contractor)

warrants to the Village of Broadview as a condition of any AGREEMENT with the

Village of Broadview that the Bidder, and if it is a partnership, its general partners;

and if it is a corporation, its shareholders holding more than five percent (5%) of the  
outstanding shares of the corporation, its officers and directors are:

1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
2. not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33-3 and 5/33E-4);
3. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
4. not a person holding elective office in Illinois, holding a seat in the Illinois General Assembly, or appointed or employed in any offices of Illinois government, or an officer of the Capital Development Board or the Illinois Toll Highway Authority or the wife, husband or minor child of any such person nor is any such person entitled to receive more than seven and one-half percent (7.5%) of the total distributable income of the Bidder or together with his or her spouse or minor child entitled to receive more than fifteen percent (15%) in the aggregate of the total distributable income of the Bidder in violation of the provisions of sections 11.1 of the Illinois Purchasing Act (30 ILCS 505/11.1);



5. not a person who has offered, paid or accepted any money or other valuable thing to induce any person not to bid for a state or local government contract or as recompense for not having bid on such a contract in violation of the provisions of sections 11.2 of the Illinois Purchasing Act (30 ILCS 505/11.2);
6. a person who has not participated in contract negotiations with a person who is employed in or has a continual contractual relationship with any of the offices of the State of Illinois or the Village of Broadview to whom the Bidder has offered a contract for future employment or negotiating concerning future employment in violation of the provisions of sections 11.3 of the Illinois Purchasing Act (30 ILCS 505/11.3);
7. a person who has not participated in the making of a contract, or entered into a contract with a person on behalf of the State of Illinois or the Village of Broadview with the knowledge that the person's spouse, child, parent, brother or sister is entitled to receive more than seven and one-half percent (7.5%) of the total distributable income or in which that child, parent, brother, sister, together with his spouse or minor children is entitled to receive more than fifteen percent (15%), in the aggregate, of the total distributable income of the contracting party in violation of the provisions of sections 11.4 of the Illinois Purchasing Act (30 ILCS 505/11.4);

In addition, the Bidder hereby represents and warrants to the Village of Broadview as a condition of any AGREEMENT with the Village of Broadview that the Bidder:

1. has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. Seq.);

2. has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.);
3. has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.);
4. pursuant to 30 ILCS 580/1 et seq. (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
  - A. Publishing a statement:
    1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Bidder’s workplace.
    2. Specifying the actions that will be taken against employees for violations of such prohibition.
    3. Notifying the employee that, as a condition of employment on such Contract, the employee will:
      - a. abide by the terms of the statement;
      - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - B. Establishing a drug-free awareness program to inform employees about:
    1. the dangers of drug abuse in the workplace;
    2. the Bidder’s policy of maintaining a drug-free workplace;

3. any available drug counseling, rehabilitation, and employee assistance program; and
    4. the penalties that may be imposed upon employees for drug violations.
  - C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace.
  - D. Notifying the Owner within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction.
  - E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
3. During the performance of this Contract:
  - A. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge

from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify any such underutilization.

- B. if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) or minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. will in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to

comply with such Act and Rules and Regulations, the Bidder will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. will include verbatim or by reference provisions of this clause, in every Subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such or provisions of this certification will be binding upon such Subcontractor. In the same manner as with other provision of the Contract, the Bidder will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the even any Subcontractor fails or refuses to

comply therewith. In addition, the Bidder will not utilize any Subcontractor declared by the Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- H. will not maintain or provide for his employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Bidder shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of Trade Contracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

6. has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).
7. That no Village officials, their spouses, their dependent children, or no agent of any Village official or trust in which a Village official, their spouse or dependent children of a Village official is a beneficiary or is a owner of five (5%) percent or more of the Bidder. (If the foregoing representation and warranty is inaccurate.)

The name of the person who owns five (5%) percent or more thereof is

\_\_\_\_\_  
(name of Village Official, Spouse, etc.)

Dated: 05/05/22

Bidder: Triggi Construction, Inc.

By:   
(Authorized Agent of Bidder)

Title: Giovanni Difruscolo, President

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF DeKalb    )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Giovanni Difruscolo (Name of Signatory) appeared before me this day in person and, being first duly shown on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 05/05/22

  
Notary Public  
OFFICIAL SEAL  
ARTHUR W MERKELZ  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 01/02/24

(SEAL)

## SECTION VI

### INSTRUCTIONS TO BIDDERS

#### DEFINITION OF TERMS

Wherever herein the following terms are used in the Instructions to Bidders Section, their definitions are as follows:

<u>Owner</u>	The Village of Barrington acting through it's authorized representatives.
<u>Village</u>	The Village of Barrington acting through it's authorized representatives.
<u>Engineer</u>	The Edwin Hancock Engineering Co. and its duly authorized representatives.
<u>Bidder</u>	Any individual, firm, partnership, or corporation submitting a Proposal for the Work to be awarded, acting directly or through a duly authorized representative.
<u>Bid</u>	The total dollar amount specified by the Bidder and shown in the Proposal.
<u>Contractor</u>	The Bidder that is awarded the Contract for the Work.
<u>Contract</u>	The written Agreement between the Contractor and the Owner covering the performance of the work and the furnishing of labor and materials for the construction of the Work. The Contract includes the Notice to Contractors, Proposal, Contract Bond, Specifications, any and all Supplemental Agreements, and any and all Special Provisions.
<u>Project</u>	The entire proposed improvement that is to be constructed in whole or in part pursuant to the Contract.
<u>Work</u>	The improvement advertised for Bids, described in the Proposal form, covered in the Specifications, Special Provisions, Contract, authorized alternations, extensions and deductions, and



Supplementary Agreements, or part or parts thereof, including labor, tools, equipment, and materials necessary for the satisfactory completion of the improvements.

Plans

The drawings, prepared and approved by the Engineer, which show the scope and character of the Work to be performed and are referred to in the Contract Documents.

Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and to certain administrative details applicable thereto.

Proposal

The offer of the Bidder submitted on the prescribed form and setting forth the prices for the Work to be performed.

EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK

The Bidder shall, before submitting his Bid, carefully examine the Proposal, and all Specifications. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The Owner or Engineer will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

PREPARATION OF THE PROPOSAL

The Bidder shall submit his Proposal on the form furnished by the Village or Engineer. The Proposal shall be executed properly and the Bidder shall indicate, in figures, a unit price or lump sum for each of the separate items listed in the Proposal. He shall show the products of the respective quantities and unit prices in the column provided for that purpose and the total sum to be shown in the place indicated in the proposal shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written in ink.

If the Proposal is made by an individual, his name and post office address shall be shown; if made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown; if made by a corporation, the Proposal shall show the names, titles, and business addresses of president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

### PROPOSAL GUARANTY

Each Proposal shall be accompanied by a bid bond in an amount which shall not be less than Ten Percent (10%) of the total amount of the bid or a cashier's check or certified check, made payable to the Order of the President and Board of Trustees of the Village of Barrington and in an amount which shall not be less than Ten Percent (10%) of the total amount of the bid, as a guarantee that if the bid proposal is accepted, a contract will be entered into and the performance of the contract properly secured. No bid proposal shall be considered unless accompanied by such bid bond or check.

### COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the Village, upon request, with satisfactory evidence of his competency to perform the work contemplated. When requested, he shall submit to the Engineer a financial statement prepared by a Certified Public Accountant showing his financial condition at the end of his past fiscal year. The Bidder, if requested, shall also answer and submit questionnaires relating to his experience and available equipment for performing construction work similar to that for which he is offering a Proposal.

### DELIVERY OF PROPOSALS

Proposals shall be delivered prior to the time and at the place indicated in the Notice to Contractors. Each Proposal shall be placed in an envelope sealed and plainly marked to indicate its contents. Only sealed Proposals will be accepted.

Proposals will not be opened unless received at the place of letting and prior to the time stated in the Notice to Contractors.

### WITHDRAWAL OR MODIFICATION OF PROPOSALS

Permission will be given a Bidder to withdraw or modify a Proposal if he makes his request in writing before the time for opening Proposals. If a Proposal is withdrawn, the Bidder will not be permitted to submit another Proposal for the same work at the same letting.

### PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place specified in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

### DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his Proposal:

- (a) More than one Proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Unbalanced Proposals in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the Proposal.
- (e) Lack of competency as revealed by financial statement or experience questionnaire, if such are required by the Special Provisions.
- (f) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (g) Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of additional work.

#### REJECTION OF PROPOSALS

Proposals that contain omissions, erasures, alterations, additions not called for, conditional or alternate Bids, irregularities of any kind, or Proposals otherwise regular which are not accompanied by the proper Proposal Guaranty shall be rejected as informal or insufficient. However, the Village reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the Village.

#### AWARD OF CONTRACT

Unless all Proposals are rejected, Award of Contract will be made to the lowest responsible Bidder whose Proposal complied with all the Specifications. The successful Bidder will be notified in writing that his Bid has been accepted and he has been awarded the Contract by the Village.

If a Contract is not awarded within sixty (60) days after the opening of Proposal, a Bidder may file a written request with the Village for the withdrawal of his Proposal without forfeiture of his Proposal Guaranty.

#### RETURN OF PROPOSAL GUARANTY

The Proposal Guaranties of all except the two (2) lowest Bidders will be returned promptly after the Proposals have been checked. Proposal Guaranties of the two (2) lowest Bidders will be returned as soon as the Contract and Bonds of the successful Bidder have been properly executed and approved and the Certificates of Insurance have been posted and approved.

If Contracts cannot be awarded promptly, the Owner may permit the two (2) lowest Bidders to substitute a bid bond or other securities as approved by the Village for the cash or certified checks which they may have submitted with their Proposals as Proposal Guaranties, but such substitutions shall not be made until a period of seven (7) days has elapsed after the date of opening Proposals.

#### REQUIREMENT OF PERFORMANCE BOND AND PAYMENT BOND

The successful Bidder, at the time of the execution of the Contract, shall deposit with the Owner a performance bond and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on a form which is acceptable to the Village.

#### FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a Contract and provide an acceptable bond, as provided herein, within ten (10) days from the date of the Notice of Award of Contract from the Village, will be considered as just cause for the annulment of the Award and the forfeiture of the Proposal Guaranty to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

## SECTION VIII

### BID PROPOSAL

For

### 16<sup>th</sup> STREET IMPROVEMENTS

TO THE VILLAGE OF BROADVIEW  
2350 South 25<sup>th</sup> Avenue  
Broadview, IL 60155

Date: 05/05/22

1. Proposal of Triggi Construction, Inc.  
(Name)  
1975 Powis Rd, POB 235  
(Address)  
West Chicago, IL 60186-0235  
(Telephone) (FAX Number)

for the improvements generally described in the Scope of Improvement and all appurtenances thereto for a complete and operating project.

2. The Plans for the proposed improvement are those prepared by the Edwin Hancock Engineering Co., 9933 Roosevelt Road, Westchester, Illinois 60154, telephone 708-865-0300, which Plans cover the Work generally described in the Specifications. The Specifications herein referred to are the applicable specifications for this improvement.
3. The undersigned agrees that the Village reserves the right in receiving these Proposals to waive technicalities and reject any or all Proposals, and to select such Proposals as may be for the best interest of the Village, and yet be in conformity with the Law.
4. In submitting this Proposal, the undersigned further agrees to deposit with this Proposal a bid bond, cashier's check, or certified check in the amount of not less than ten percent (10%) of the total amount of the Bid; said bond or check to be forfeited to the Village if a Contract is awarded and the Contractor does not furnish a satisfactory surety bond for the completion of the Work and sign the Contract therefore within ten (10) days after the Notice of Award of Contract from the Village.
5. In submitting this Proposal, the undersigned further agrees that he and his surety will execute and present within Ten (10) Days after the date of Notice of the Award of Contract from the Village, a performance bond and a labor and material payment bond satisfactory to and in the form prescribed by the Village, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of work in accordance with the terms of the Contract.

6. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein; and that the Proposal is made without collusion with any other person, firm, or corporation.
7. The undersigned further declares that he has carefully examined the Plans, Specifications and Bid Proposal and that he has inspected, in detail, the site of the proposed Work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in submitting this Proposal he waives all right to plead any misunderstanding regarding the same.
8. The undersigned further understands and agrees that if this Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the Work, and to furnish all of the materials specified in the Contract, in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
9. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined, multiplied by the unit prices shown in the Schedule of Prices contained herein.
10. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.
11. The undersigned further agrees that if the Village decides to extend or shorten the Project, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the Work as altered, increased, or decreased at the Contract unit prices.
12. The undersigned further agrees that the Village may, at any time during the progress of the Work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work.
13. The undersigned further agrees to execute a Contract for this Work and present the same to the Village within Ten (10) Days from the date of the Notice of Award of Contract from the Village.
14. The undersigned further agrees to carry the necessary Public Liability, Worker's Compensation Insurance to protect the Village and the Engineer, Edwin Hancock Engi-

neering Co., and such others as may be cited in the Specifications, from any claims that may arise in connection with the construction of said Work and furnish a Certificate of Insurance naming said parties as Additional Insureds.

15. The undersigned further agrees to submit a work schedule to the Village not later than Ten (10) Days after the execution and approval of the Contract and Contract Bonds, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor and will ensure its completion within the time limit specified herein, it being understood and agreed that the undersigned agrees to complete the with **by June 17<sup>th</sup>, 2022** unless additional time shall be granted by the Village in accordance with the provisions of the Specifications. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract, the costs as set forth in the following Schedule of Deductions which costs will be considered and be treated not as a penalty but as damages due the Village from the undersigned by reasons of inconvenience and added costs to the Village resulting from the failure of the undersigned to complete the Work within the time specified in the Contract.

SCHEDULE OF DEDUCTION FOR EACH DAY OF OVERRUN IN CONTRACT TIME

\$1,425.00 per Calendar Day beyond the specified completion date.

16. The undersigned further agrees to begin working not later than Ten (10) Days after the execution and approval of the Contract and Contract Bonds, unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor as will ensure its completion within the time limit that is reasonable and fair, it being understood and agreed that the completion within the time limit is an essential part of the Contract.
17. The undersigned further understands that the Village shall make payments to the Contractor on the Engineer's Estimate only, at intervals of not less than once a month, and at such other times as the Engineer may submit them, for work performed, or for substantial amounts of material delivered to the improvement site, with a deducted reserve of Ten Percent (10%) to be held until completion of the Contract. The payments will be made upon presentation of a duly executed waiver, or waivers of lien, equal to the amount of Engineer's Estimate and the final payment shall be made only upon the Engineer's Final Estimate and presentation of final waiver for material and labor furnished together with the Contractor's sworn statement.
18. The undersigned further understands that payment for this Work is to be made in cash and that he is to look to the Village for said payment upon presentation of Waivers of Liens.
19. The undersigned further agrees that preference shall be given to the employment of Illinois laborers for all work under this Contract in compliance with State law 30 ILCS 560/1-7.

20. The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this Contract. It is the Contractor's responsibility to comply with these requirements and to assure compliance by his subcontractors and/or any lower tier subcontracts required by this Contract.
21. The undersigned agrees to hold unit prices for a period of 60 days after the bid opening to allow for Owner to thoroughly review and ensure compliance with MWRD's DBE requirements.
22. The undersigned submits herewith his Schedule of Prices covering the work to be performed under this Contract; he understands that he must show in the Schedule the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done, his Proposal may be rejected as irregular.



### SCHEDULE OF PRICES

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	INLET FILTER AND MAINTENANCE	12	Each	\$125.00	\$1,500.00
2	EARTH EXCAVATION	20	Cu Yd	\$55.00	\$1,100.00
3	COMBINATION CURB AND GUTTER REMOVAL	1,850	Foot	\$10.00	\$18,500.00
4	SIDEWALK REMOVAL	1,350	Sq Ft	\$2.50	\$3,375.00
5	DRIVEWAY PAVEMENT REMOVAL	235	Sq Yd	\$15.00	\$3,525.00
6	HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)	5,175	Sq Yd	\$5.00	\$25,875.00
7	PREPARATION OF BASE	3,650	Sq Yd	\$1.00	\$3,650.00
8	FRAMES AND LIDS TO BE ADJUSTED	3	Each	\$350.00	\$1,050.00
9	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	3	Each	\$750.00	\$2,250.00
10	STRUCTURE TO BE RECONSTRUCTED	1	Each	\$850.00	\$850.00
11	FRAMES AND LIDS	7	Each	\$500.00	\$3,500.00
12	STRUCTURE TO BE CLEANED	1	Each	\$750.00	\$750.00
13	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	1,600	Foot	\$35.00	\$56,000.00
14	CONCRETE CURB, TYPE B	230	Foot	\$40.00	\$9,200.00
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	1,350	Sq Ft	\$7.50	\$10,125.00
16	DETECTABLE WARNING	70	Sq Ft	\$50.00	\$3,500.00
17	PORTLAND CEMENT CONCRETE DRIVEWAY, 7"	125	Sq Yd	\$75.00	\$9,375.00
18	PROTECTIVE COAT AND CURING OF PCC, SINGLE APPLICATION	2,325	Sq Yd	\$0.10	\$232.50
Sub-Total					\$

SUBTOTAL, BROUGHT FORWARD				\$	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
19	AGGREGATE BASE COURSE, TYPE B, 6"	1625	Sq Yd	\$ 10.00	\$ 16,250.00
20	BITUMINOUS MATERIALS (TACK COAT) SS-1	750	Gal	\$ .01	\$ 7.50
21	CLASS 'D' PATCHES, TYPES I-IV, 4"	200	Sq Yd	\$ 50.00	\$ 10,000.00
22	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	550	Ton	\$ 90.00	\$ 49,500.00
23	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50	425	Ton	\$ 91.50	\$ 38,887.50
24	HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT	1275	Foot	\$ 5.75	\$ 7,331.25
25	INCIDENTAL HOT-MIX ASPHALT	1560	Sq Yd	\$ 22.50	\$ 35,100.00
26	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	2350	Foot	\$ 2.00	\$ 4,700.00
27	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	140	Foot	\$ 10.00	\$ 1,400.00
28	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	50	Sq Ft	\$ 10.00	\$ 500.00
29	PARKWAY RESTORATION	350	Sq Yd	\$ 18.00	\$ 6,300.00
30	PRE-CONSTRUCTION VIDEOTAPING	1	Unit	\$ 500.00	\$ 500.00
31	REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES	50	Cu Yd	\$ 1.00	\$ 50.00
32	TRAFFIC CONTROL AND PROTECTION	1	L Sum	\$ 10,000.00	\$ 10,000.00
TOTAL				\$ 334,883.75	

SIGNATURES

(IF AN INDIVIDUAL)

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(IF A CO-PARTNERSHIP)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number and FAX Number

(INSERT NAMES & ADDRESSES  
OF ALL MEMBERS OF THE FIRM)

(IF A CORPORATION)

Triggi Construction, Inc.

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Signed By

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Business Address

630/584-4490

630/584-0271

\_\_\_\_\_  
Telephone Number and FAX Number

(INSERT NAMES OF OFFICERS)

Giovanni Difruscolo

\_\_\_\_\_  
President

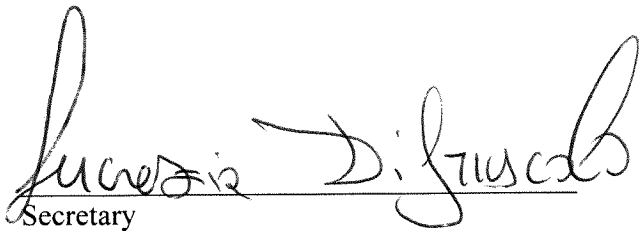
Lucrezia Difruscolo

\_\_\_\_\_  
Secretary

Nicola Difruscolo

\_\_\_\_\_  
Treasurer

ATTEST:

  
Secretary

(SEAL)

## SECTION IX

### **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE**

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of Broadview, IL hereinafter referred to as Buyer:

A. **REPORTS**: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. **PRIOR REPORTS**: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a)(1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.

C. **CERTIFICATION OF NONSEGREGATED FACILITIES**: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, time clocks, fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

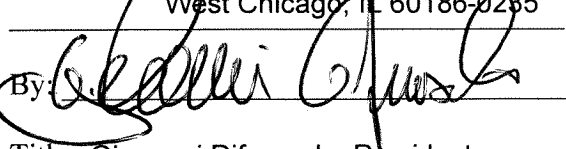
C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show clause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 5th day of May, 2022 by:

Firm Name Triggi Construction, Inc.  
1975 Powis Rd, POB 235  
West Chicago, IL 60186-0235  
By:   
Title: Giovanni Difruscolo, President  
(Seller)

**CLARIFICATION NO. 1**

16<sup>th</sup> Street Improvements

Village of Broadview

April 28, 2022

Dear Bidders:

The following will comprise **Clarification No. 1** for the referenced project:

*There is a discrepancy in the specifications concerning Bid Bond amount. The proposal states the amount to be 10% but page 19 of Section IV states 5%.*

**The required bid bond amount for this project is 5%.**

There is no need to submit this clarification with the bid.



# Illinois Department of Transportation

## Certificate of Eligibility

Triggi Construction, Inc.  
P.O. Box 235 West Chicago, IL 60186-0235

Contractor No 6051

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$19,690,000.00

001	EARTHWORK	\$675,000
012	DRAINAGE	\$225,000
017	CONCRETE CONSTRUCTION	\$8,500,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/27/2021 TO 4/30/2022 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/27/2021.

*Jim All*

Engineer of Construction



# Illinois Department of Transportation

Office of Highways Project Implementation / Bureau of Construction  
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 10, 2022

Triggi Construction, Inc., #6051  
P.O. Box 235  
West Chicago, IL 60186-0235

Dear Contractor,

In response staffing levels and to the burden the COVID-19 pandemic is having on both the private and public sectors, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through July 31, 2022, will be extended through August 5, 2022. This will allow currently prequalified firms to bid on the April, June and August lettings. As always, please submit your renewal application as soon as possible; applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

**2022 Application Submittal Notice:** In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at [Tara.Elston@illinois.gov](mailto:Tara.Elston@illinois.gov).

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lora S. Rensing'.

Lora S. Rensing, P.E.  
Engineer of Construction





# Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Triggi Construction, Inc.  
P.O. Box 235  
West Chicago, IL 601860235

### SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company: New York Corporation  
605 Highway 169 North, Suite 8  
Plymouth, MN 55441

### OWNER:

(Name, legal status and address)

Village of Broadview  
2350 S. Roosevelt Road  
Broadview, IL

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:** Five Percent of the Amount of Bid----- (--5%--)

### PROJECT:

(Name, location or address, and Project number, if any)  
16th Street Improvements

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of May, 2022.

(Witness) Lucrezia Difruscolo, Secretary

(Witness) See Attached Jurat

Triggi Construction, Inc.

(Principal)

(Title) Giovanni Difruscolo, President  
Atlantic Specialty Insurance Company

(Surety)

(Title) Courtney A. Flaska, Attorney In Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

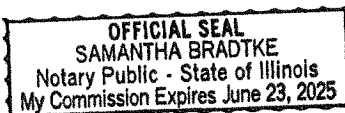
SS:

On this 5<sup>th</sup> day of May, 2022 before me personally appeared Courtney A. Alaska, 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 Atlantic Specialty Insurance Company, 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: 06/23/25





## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Lucianne Bischoff, Samantha Bradtke, Carol A. Dougherty, Christine Eitel, Courtney A. Flaska, Kirk Liskiewitz, Mike Pohl, Robert B. Schutz, Brien Spoden, James L. Sulkowski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:


Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

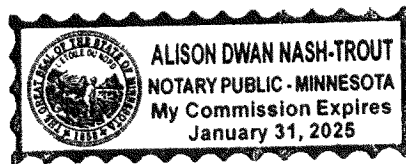
STATE OF MINNESOTA  
HENNEPIN COUNTY




By

  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of May, 2022.

This Power of Attorney expires  
January 31, 2025



  
Kara Barrow, Secretary

# 16TH STREET ROADWAY IMPROVEMENTS

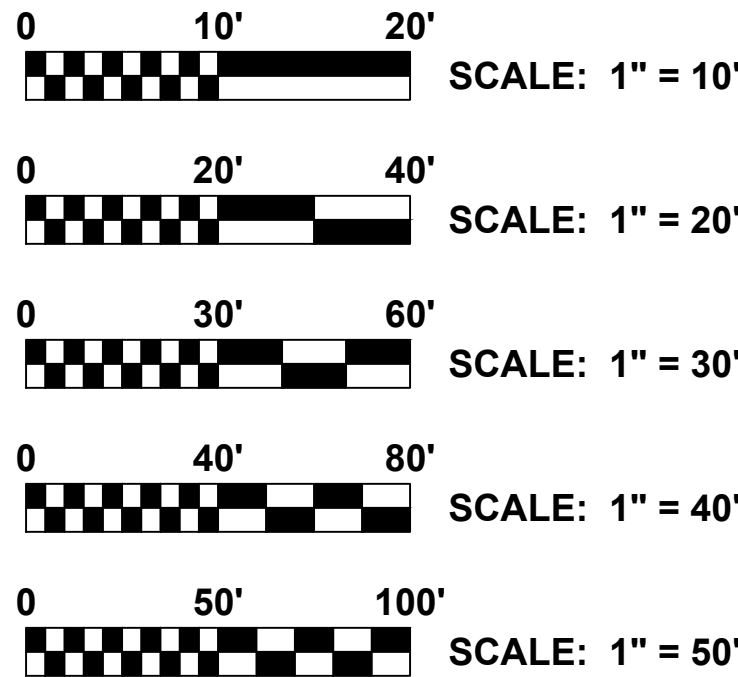
## VILLAGE OF BROADVIEW, ILLINOIS

Exhibit B

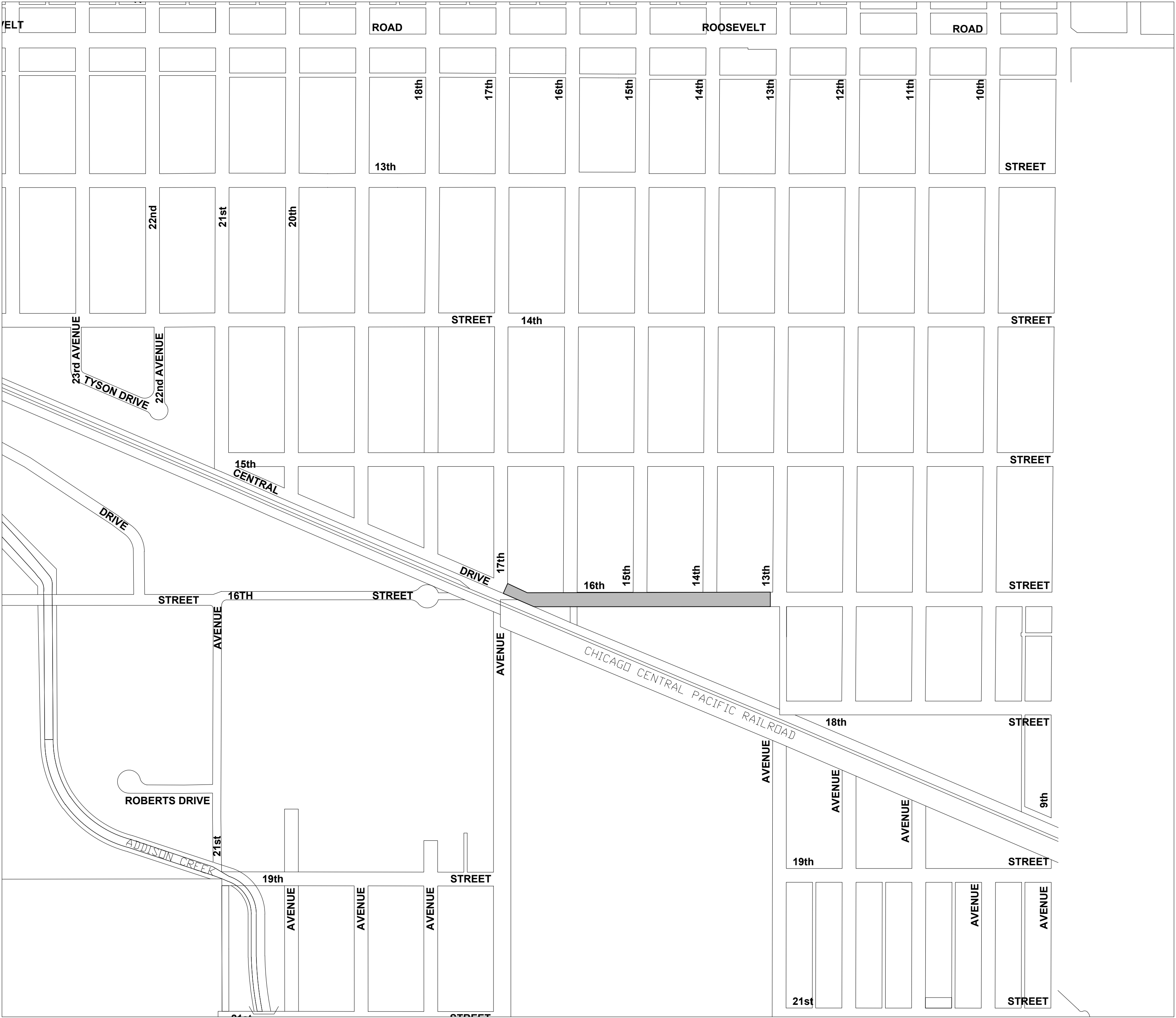
PROJECT LOCATED IN  
THE VILLAGE OF BROADVIEW



Know what's below.  
Call before you dig.



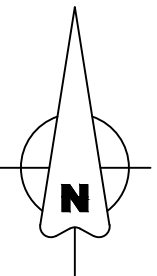
FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD  
ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT  
CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS  
ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.



ROUTE OUTLET MAP

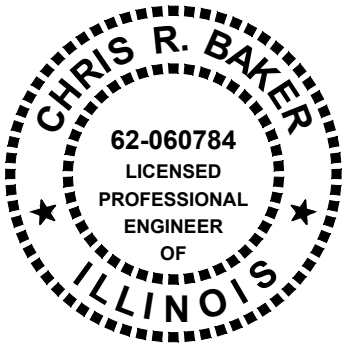
### PROJECT LOCATION MAP

GROSS LENGTH OF IMPROVEMENT = 1,360 FT. = 0.256 MI.  
NET LENGTH OF IMPROVEMENT = 1,360 FT. = 0.256 MI.



### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET, INDEX OF SHEETS, AND PROJECT LOCATION MAP
2	LEGEND OF SYMBOLS AND NOTES
3	GENERAL NOTES
4	DETAILS
5	TYPICAL CROSS SECTIONS
6	SUMMARY OF QUANTITIES
7-10	16TH STREET
11	EROSION CONTROL PLANS



SIGNED :

DATE : 5-5-22 LICENSE EXPIRES : 11/30/23

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16TH STREET IMPROVEMENTS  
VILLAGE OF BROADVIEW, ILLINOIS

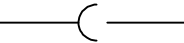
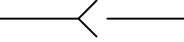













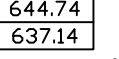
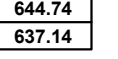

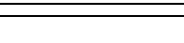


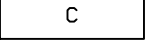

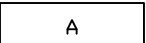

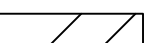
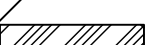
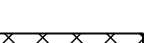




REVISION:	SCALE: NOT TO SCALE DRAWN BY: ECW BOOK NO.: --- DATE: 4/25/22 E.H.E. NO.: 120-22-12601	SHEET 1 / 11 OF
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Drawing file: W:\Projects\_by\_Village\Broadview\10222126 - 16th St Improvements\Details.dwg Apr 25, 2022 - 5:14pm

LEGEND OF SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		SANITARY SEWER
		STORM SEWER
		WATER MAIN
		COMBINATION SEWER
		MANHOLE
		CATCH BASIN
		INLET
		POWER POLE
		FIRE HYDRANT
		WATER MAIN VALVE BOX
		BUFFALO BOX
		WATER MAIN VALVE VAULT
		RIM ELEVATION INVERT ELEVATION
		GROUND ELEVATION
		COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12
		COMBINATION CONCRETE CURB & GUTTER REMOVAL
		PCC PAVEMENT, SIDEWALK, OR GARAGE APRON
		HOT-MIX ASPHALT SURFACE COURSE, 2"
		PAVEMENT TO BE REMOVED
		GARAGE APRON TO BE REMOVED
		SIDEWALK TO BE REMOVED
		STRUCTURE TO BE ADJUSTED
		STRUCTURE TO BE RECONSTRUCTED

EROSION CONTROL NOTES

- THE CONTRACTOR SHALL ENSURE THAT ADJACENT PROPERTIES REMAIN PROTECTED FROM SEDIMENT DEPOSITION.
- STOCKPILES SHALL BE PROTECTED WITH PERIMETER EROSION BARRIER OR OTHER EROSION PROTECTION SPECIFIED BY THE RESIDENT ENGINEER. THE COST SHALL BE INCLUDED IN THE UNIT PRICE FOR THE INDIVIDUAL MATERIALS.
- WHEREVER CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY RUNOFF OR VEHICLE TRACKING ONTO THE PAVED SURFACE. THE PROVISIONS MAY INCLUDE SPRAYING VEHICLE WHEELS TO CLEAR SEDIMENT BEFORE EXITING THE CONSTRUCTION SITE OR OTHER MEASURES APPROVED BY THE ENGINEER.
- THE COST OF ABOVE WORK WILL BE INCLUDED IN COST OF TRAFFIC CONTROL AND PROTECTION.
- THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND REMOVAL OF CONCRETE WASHOUT BOXES SHALL BE INCLUDED IN THE COST OF THE PROJECT.

GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPOSING THE SEQUENCE OF CONSTRUCTION TO BEST SUIT HIS SCHEDULING REQUIREMENTS. THE VILLAGE RETAINS THE RIGHT TO APPROVE, REJECT, OR MODIFY THE PROPOSED SEQUENCE BASED UPON ITS NEEDS AND CONCERNS, WHICH WILL BE FURTHER PRESENTED AND DISCUSSED AT THE PRECONSTRUCTION CONFERENCE TO BE HELD FOR THIS PROJECT. VILLAGE ISSUES SUCH AS PARKING AND ACCESS WILL TAKE PRECEDENCE OVER CONTRACTOR'S SCHEDULING NEEDS, AND NO EXTENSION OF TIME WILL BE ALLOWED IN MEETING THE VILLAGE'S REQUIREMENTS WITH RESPECT TO THE CONSTRUCTION SEQUENCE.
- THE CONTRACTOR SHALL NOTIFY THE VILLAGE AND THE PROJECT ENGINEER A MINIMUM OF 48 HOURS IN ADVANCE OF PERFORMING ANY NEW WORK, OR ANY PHASE OF WORK THAT HAS BEEN SUSPENDED FOR MORE THAN TWO (2) DAYS. PROJECT ENGINEER SHALL BE REACHED AT 708-865-0300.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL PRIVATE AND PUBLIC UTILITIES EVEN THOUGH THEY MAY NOT BE SHOWN ON THE PLANS. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY OWNER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE EXTRA CARE REQUIRED WHEN WORKING NEAR UNDERGROUND OR OVERHEAD UTILITIES.
- ALL PROPERTY MARKERS AND REFERENCE MARKERS SHALL BE CAREFULLY PRESERVED DURING CONSTRUCTION UNTIL THEIR LOCATIONS HAVE BEEN WITNESSED OR OTHERWISE TIED IN BY AN AUTHORIZED AGENT OR SURVEYOR.
- ALL DISTURBED AREAS IN THE PUBLIC RIGHT-OF-WAY THAT ARE NOT SCHEDULED FOR NEW PAVEMENT SHALL BE RESTORED WITH 3" TOPSOIL AND SODDING.
- THE CONTRACTOR IS RESPONSIBLE FOR DUST AND MUD CONTROL DUE TO CONSTRUCTION OPERATIONS. AT THE END OF EACH DAY, OR AS REQUIRED BY THE ENGINEER OR THE PUBLIC WORKS DIRECTOR, THE CONTRACTOR SHALL REMOVE ALL MUD OR SOIL THAT HAS BEEN TRACKED ONTO PUBLIC STREETS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR DAILY CLEANUP. THIS SHALL COMPLY WITH ARTICLE 107.15 OF I.D.O.T. STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF ALL CONCRETE SPLATTER DUE TO THE PLACEMENT OF CONCRETE FOR ALL ALLEY PAVEMENTS, SIDEWALKS, DRIVEWAYS, CURBS, AND CONCRETE BASE COURSES, AND/OR PROTECTING ALL PROPERTY LOCATED WITHIN THE VICINITY OF SUCH CONCRETE SPLATTER. ANY DAMAGE CAUSED BY THE CONCRETE SPLATTER SHALL BE REPAIRED OR OTHERWISE RESOLVED BY THE CONTRACTOR TO THE SATISFACTION OF THE VILLAGE AND THE PROPERTY OWNER. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- CONTRACTOR SHALL FIELD CHECK ALL DIMENSIONS, COORDINATES, AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK, AND IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES.
- PROPOSED ELEVATIONS INDICATE FINISHED CONDITIONS. FOR ROUGH GRADING ELEVATIONS, ALLOW FOR THICKNESS OF PROPOSED PAVING (ROADS, WALKS, DRIVE, ETC.) OR TOPSOIL AS SHOWN.
- LIMIT CONSTRUCTION DUST, SOIL TRACKING, OR ANY TYPE OF STOCKPILING ON TOP OF PERMEABLE PAVEMENT.
- ANY REFERENCE TO STANDARDS THROUGHOUT THE PLANS OR SPECIAL PROVISIONS SHALL BE INTERPRETED TO BE THE LATEST STANDARD OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION AS SHOWN ON THE INDEX OF SHEETS IN THE PLANS. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016, THE "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" ADOPTED JANUARY 1, 2022, THE LATEST EDITION OF THE "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," "THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS" 2014 SEVENTH EDITION, AND THE "DETAILS" IN THE PLANS AND THE "SPECIAL PROVISIONS" INCLUDED IN THE CONTRACT DOCUMENTS.
- QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES AND HOT MIX ASPHALT MIXTURES WILL BE REQUIRED ON THIS CONTRACT.
- ALL PROPOSED SEWER AND WATER MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS INCLUDED IN THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", SEVENTH EDITION, DATED 2014, AND ALL REVISIONS THERETO.
- THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN ACCESS FOR EMERGENCY VEHICLES AND GARBAGE TRUCKS AT ALL TIMES. IF THE GARBAGE TRUCKS ARE NOT ABLE TO HAVE ACCESS TO ALL OF THE PROPERTIES WITHIN THE PROJECT LIMITS, THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING ANY GARBAGE THAT IS AFFECTED IN A LOCATION WHERE THE GARBAGE TRUCKS CAN PICK IT UP. THE CONTRACTOR SHALL ALSO BE REQUIRED TO RETURN THE GARBAGE CANS TO THE PARKWAY OF THE RESPECTIVE PROPERTY BY THE END OF THE DAY. THIS WORK WILL BE INCLUDED IN THE CONTRACT.
- IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING STREET LIGHT CABLES. THE CONTRACTOR WILL BE REQUIRED TO RESTORE WIRES AND CONDUIT IF THEY ARE DAMAGED BY HIS WORK. THE CONTRACTOR WILL NOT BE ALLOWED TO SPLICE ANY WIRES THAT ARE REPAIRED.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE PRECAUTIONS SO AS NOT TO DAMAGE EXISTING SIDEWALKS, DRIVEWAYS, AND PAVEMENTS OUTSIDE THE LIMITS OF RESTORATION. THE GENERAL LIMITS OF RESTORATION ARE SHOWN ON THE PLANS. THE ENGINEER WILL MARK OUT THE EXACT LIMITS OF REMOVAL FOR THESE ITEMS PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL

BE RESPONSIBLE FOR RESTORING ANY DAMAGE TO SIDEWALKS, DRIVEWAYS, AND PAVEMENTS OUTSIDE OF THESE LIMITS TO THE SATISFACTION OF THE ENGINEER AND THE VILLAGE AT HIS OWN EXPENSE.

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ELEVATION OF EXISTING WATER MAINS, GAS MAINS, TELEPHONE DUCTS, AND OTHER PUBLIC UTILITIES WHICH ARE TO BE CROSSED WITH THE PROPOSED SEWERS A SUFFICIENT LENGTH AHEAD OF PIPE LAYING OPERATIONS SO THAT THE PROPOSED SEWERS CAN BE INSTALLED AT AN ELEVATION WHICH WILL AVOID CONFLICTS WITH THE EXISTING UTILITIES. THE ENGINEER SHALL ASSIST THE CONTRACTOR BY DETERMINING THE ELEVATION OF THE EXISTING UTILITY ONCE IT HAS BEEN EXPOSED BY THE CONTRACTOR. THIS WORK SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

- BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AT 811 FOR FIELD LOCATIONS OF BURIED ELECTRICAL, TELEPHONE AND GAS FACILITIES. (48 HOURS NOTIFICATION IS REQUIRED).

THE LOCATIONS OF THE UNDERGROUND UTILITIES IF SHOWN ON THE PLANS HAVE BEEN OBTAINED BY FIELD SURVEYS AND SEARCHES OF AVAILABLE RECORDS. IT IS BELIEVED THAT DATA IS ESSENTIALLY CORRECT, BUT THE VILLAGE OF RIVER GROVE, THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND/OR OTHER OFFICES AND AGENCIES ASSOCIATED WITH THE DEVELOPMENT OF THESE PLANS DO NOT GUARANTEE THEIR ACCURACY OR COMPLETENESS. THE CONTRACTOR WILL BE REQUIRED TO VERIFY THE EXACT LOCATION OF EACH FACILITY WITH THE UTILITY COMPANY, AND SHALL TAKE DUE CARE IN ALL PHASES OF THE CONSTRUCTION TO PROTECT ANY SUCH FACILITIES WHICH MAY BE AFFECTED BY THE WORK. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH UTILITY COMPANIES AND THE VILLAGE OF BROADVIEW.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING THE TRENCHES WITH CRUSHED STONE TO A LEVEL EQUAL TO THAT OF ADJACENT EXISTING PAVEMENTS BY THE END OF EACH WORK DAY. THE STONE SHALL BE LEVELED OFF AND COMPACTED TO THE SATISFACTION OF THE ENGINEER AND THE VILLAGE TO PERMIT TEMPORARY PEDESTRIAN AND VEHICULAR TRAFFIC.

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING WHICH UTILITY POLES WILL NEED TO BE BRACED AND ARRANGING FOR THE RESPECTIVE UTILITY COMPANY TO TEMPORARILY SUPPORT THE POLE

- THE TYPE OF FRAMES AND GRATES REQUIRED FOR ALL CATCH BASINS AND MANHOLES LISTED IN THE SUMMARY OF QUANTITIES MAY BE FOUND ON THE PLANS AT THEIR RESPECTIVE LOCATIONS. WHERE LIDS ARE CALLED FOR ON THE PLANS, THEY SHALL BE IN ACCORDANCE WITH ARTICLE 604.01 OF THE STANDARD SPECIFICATIONS AND THE TERM LID IS USED IN LIEU OF GRATE.

- ON ALL IMPROVEMENTS, THE FRAMES AND LIDS OF EXISTING CATCH BASINS, INLETS, MANHOLES, AND VALVE VAULTS WHICH ARE TO BE ABANDONED DUE TO CONSTRUCTION OF THIS IMPROVEMENT ARE TO REMAIN THE PROPERTY OF THE VILLAGE OF RIVER GROVE AND BE SALVAGED. THE CONTRACTOR IS TO DELIVER FRAMES AND LIDS TO THE VILLAGE OF MAYWOOD PUBLIC WORKS YARD.

- THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS AS TO MAINTAIN AT ALL TIMES FLOW THROUGH EXISTING STORM AND SANITARY SEWER SYSTEMS. HE SHALL ALSO PROVIDE AND MAINTAIN AN EFFICIENT PUMPING PLANT IF NECESSARY AND A TEMPORARY OUTLET AND BE PREPARED AT ALL TIMES TO DISPOSE OF THE WATER COLLECTED IN A SAFE MANNER WITHOUT DAMAGE OF ANY KIND TO ADJACENT PROPERTIES. THE ENDS OF EXISTING DRAINAGE LINES WHICH ARE NOT TO BE INCORPORATED INTO THE PROJECT ARE TO BE SEALED AS SPECIFIED IN THE SPECIAL PROVISIONS.

- WHEN DURING THE CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF ANY GUTTERS AND DRAINAGE STRUCTURE SO THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY. AT THE CONCLUSION OF THE CONSTRUCTION OPERATIONS, ALL DRAINAGE FACILITIES SHALL BE CLEAN AND FREE OF ALL OBSTRUCTIONS DUE TO CONSTRUCTION OPERATIONS. THE COST OF THIS WORK SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

- TACK COAT MUST BE INSTALLED NO EARLIER THAN TWENTY-FOUR (24) HOURS PRIOR TO PLACEMENT OF HOT-MIX ASPHALT.

- THE EXCAVATION REQUIRED TO REACH THE PROPOSED SUBGRADE OF THE SIDEWALK, DRIVEWAY, PAVEMENT OR CURB AND GUTTER INCLUSIVE OF THE AGGREGATE BASE IS INCLUDED IN THE COST OF THE APPROPRIATE REMOVAL ITEM ASSOCIATED WITH THIS WORK.

- STEEL FORMS WILL NOT BE ALLOWED FOR THIS PROJECT.

- ALL WORK UNDER THIS CONTRACT SHALL BE BUILT IN ACCORDANCE WITH THE LINES AND GRADES SHOWN ON THE PLANS AND AS GIVEN BY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE SUCH MATERIALS, AS STAKES, AND GIVE SUCH ASSISTANCE AS MAY BE REQUIRED FOR SETTING LINE AND GRADE BOARDS, AND STAKES OR MARKS SO GIVEN SHALL BE CAREFULLY PRESERVED. THE CONTRACTOR SHALL KEEP THE ENGINEER INFORMED A REASONABLE TIME IN ADVANCE, AT LEAST FORTY EIGHT (48) HOURS, AS TO HIS NEED FOR ADDITIONAL GRADES AND LINES IN ORDER THAT THE SAME MAY BE FURNISHED AND ALL NECESSARY MEASUREMENTS MADE FOR RECORD AND PAYMENT WITH THE MINIMUM OF INCONVENIENCE TO THE ENGINEER OR OF DELAY TO THE CONTRACTOR.

I.D.O.T. STANDARD DRAWINGS

STANDARD NO.	TITLE OR DESCRIPTION
424001-11	PERPENDICULAR CURB RAMPS FOR SIDEWALKS
424021-05	DEPRESSED CORNER FOR SIDEWALKS
602601-06	PRECAST REINFORCED CONCRETE FLAT SLAB TOP
701501-06	URBAN LANE CLOSURE, 2L, 2W UNDIVIDED
701901-08	TRAFFIC CONTROL DEVICES
424026-03	ENTRANCE ALLEY PEDESTRIAN CROSSINGS

EXCAVATION AND GRADING

- THE CONTRACTOR SHALL USE CARE IN GRADING NEAR TREES, SHRUBS, AND BUSHES THAT ARE NOT TO BE REMOVED SO AS NOT TO CAUSE INJURY TO ROOTS OR TRUNKS. EXCAVATION WITHIN THE DRIP LINE SHOULD BE MINIMIZED, AND IF NEEDED, 6" MAX DEPTH BY HAND, WATER, OR AIR EXCAVATION. THIS IS TO PRESERVE THE HEALTH OF THE TREES, WHICH PROVIDE RAINWATER INTERCEPTION VOLUME.
- THE CONTRACTOR SHALL USE CARE IN GRADING OR EXCAVATING NEAR ANY AND ALL EXISTING ITEMS THAT ARE NOT INDICATED TO BE REMOVED. ANY DAMAGE DONE TO THESE EXISTING ITEMS BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE
- ADJACENT PAVEMENTS AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE, AND BE REPLACED PROMPTLY TO VILLAGE STANDARDS IF DAMAGE OCCURS.
- ADJACENT FLOWER, PLANTING, AND BUSHES SHALL BE PROTECTED DURING EXCAVATION AND CONSTRUCTION PROCESS. IF TREES AND/OR BUSHES ARE TO BE TRIMMED AT THE R.O.W. TO ACCOMMODATE CONSTRUCTION, THE PAY ITEM "TREES TO BE TRIMMED" SHALL BE USED. ALL TREE TRIMMING SHALL BE COMPLETED BY A PROFESSIONAL.
- SCARIFY NATIVE SOIL ALONG THE ENTIRE BOTTOM OF EXCAVATION IMMEDIATELY BEFORE PLACEMENT OF GEOTECHNICAL FILTER FABRIC AND CA-1

HOT-MIX ASPHALT (HMA) MIXTURE REQUIREMENTS	
MIXTURE TYPE	AIR VOIDS @ Ndes
RESURFACING	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 1 ¾" (IL 9.5 mm)	4% @50 GYR.
HOT-MIX BINDER COURSE, IL-19, N50, 2 ¼"	4% @ 50 GYR.
INCIDENTAL HOT-MIX ASPHALT SURFACING	
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50, 2" (IL 9.5 mm)	4% @50 GYR.
LEVEL BINDER, MIX "D", N50, 1" (IL 9.5 mm)	4% @ 50 GYR.
PATCHING	
CLASS D PATCHES (HOT-MIX ASPHALT BINDER COURSE, IL - 19.0 mm, N70), 4"	4% @50 GYR.

THE UNIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MIXTURE QUANTITIES IS 112 LBS/SQ YD/IN.

THE "AC TYPE" FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76-22" AND FOR NON-POLYMERIZED HMA THE "AC TYPE" SHALL BE "PG 64-22" UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS. FOR USE OF RECYCLED MATERIALS, SEE SPECIAL PROVISIONS.

CONTRACTOR TO MILL BEFORE PATCHING.



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16TH STREET IMPROVEMENTS  
VILLAGE OF BROADVIEW, ILLINOIS

LEGEND OF SYMBOLS AND GENERAL NOTES

SCALE:	NONE	SHEET 2 11
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BOOK NO.:	---	
DATE:	04/25/22	
REVISION:	E.H.E. NO.: 120-22-12601	OF

## Assignment of Contract

No part of the work herein specified shall be assigned without the written consent of the engineer, and in no case shall such consent relieve the contractor or his surety from the obligations herein entered into by the same or change the terms of this agreement.

## Suspension of Work

Should the contractor, with the approval of the engineer and the department, stop work, or should the weather conditions in the opinion of the engineer be such that the work could not be properly and safely performed, then the engineer may order said contractor or contractors to suspend work until such time as weather conditions shall permit proper construction, and in any case of stoppage of work, the contractor shall at his own expense store materials and be responsible for all accidents as though the work was in progress.

## Soil Borings

Soil borings have not been taken along the route of the proposed improvements. The contractor shall verify subsurface soil conditions to his satisfaction prior to the commencement of construction and shall assume full responsibility for meeting and overcoming all soil conditions, including rock, hardpan, isolated boulders, saturated soil, running sand, or other material that is encountered.

## Lines and Grades

All work under this contract shall be built in accordance with the lines and grades shown on the plans and as given by the engineer. The contractor shall provide such materials, as stakes, and give such assistance as may be required for setting line and grade boards, and stakes or marks so given shall be carefully preserved. The contractor shall keep the engineer informed a reasonable time in advance, at least forty-eight (48) hours, as to his need for additional grades and lines in order that the same may be furnished and all necessary measurements made for record and payment with the minimum of inconvenience to the engineer or of delay to the contractor.

## Measurement of Work - Additions and/or Deductions

Measurement of work - in the measurement and estimation of the quantities in any of the proposed work, no special customary or trade rate shall be considered, but only actual number, length, area, solid contents, or weight will govern.

Force account - For extra work not named in the schedule, payment shall be made on the basis of net cost of labor and materials, determined and certified by the engineer, and in addition thereto, a percentage of said net cost; or in lieu of payment on cost basis the engineer and contractor may agree in writing upon a fixed amount or fixed unit prices to be paid for such extra work, in which event such item shall be added to the schedule. The class of labor used shall not be higher than that usually employed on work of similar character.

The contractor shall furnish (separately, for each item of work) each day, to the engineer, a statement of the material and a roll of the men with the time made by each chargeable to force account work. Bills for extra work done in any current month must be presented to the engineer not later than the fifth (5th) day of the next following month.

Change of plans - If the engineer and department deem it proper or necessary in the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the contract or agreement hereby entered into, nor release labor and materials to complete the contract as altered. The value of the work as added or omitted shall be added to or deducted from the amount otherwise due the contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the engineer, department, and the contractor.

## Extended Engineering Services

Extended engineering services are defined as all additional engineering services required as a result of the contractor's failure to complete the work within the contract completion time and any department's extensions of that completion time. The cost of such extra engineering services shall include the entire cost of engineering services, including travel expenses and overtime charges, and all costs including travel expenses and overtime charges for employees of the engineer, both in the office and at the job site necessary for proper administration of the project, which would not have been incurred if the work had been completed within the time allowed in the contract (including department's extensions of the completion time).

The department will continue to pay engineering costs, but the cost of all extra engineering services as defined above shall be deducted from payments due to the contractor. If the amounts due the contractor are insufficient to cover the costs of such extra engineering services, the contractor shall reimburse the department in the amount necessary to cover these costs.

## Night, Sunday, and Holiday Work

If it is found necessary to continue the work at night or on Sunday or legal holidays, the contractor will be charged for the engineering and inspection at such times at rates described in the specifications under the heading of overtime engineering.

## Substitute Materials

Where, in this contract, one or more certain materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of material can be used if, in the opinion of the engineer and the department, they are equal in durability and efficiency to those mentioned and of a design in harmony with the work as outlined and the engineer and the department give a written approval of a substitution before the articles and materials are ordered by the contractor. Should a substitution of articles and/or materials be desired, the contractor will be required to request the change within ten (10) days from the award of the contract.

## Permits

The engineer and the department shall prepare and submit the necessary applications for any permits that must be obtained from other governmental agencies.

## Structures Encountered

The contractor shall be entirely responsible for damage to water lines, electric conduits and lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts, and other structures of any kind and shall be liable for damages to public and private property, except where these items are to be removed and replaced as called for on the specifications, or directed by the engineer.

## Public Accessibility

The department reserves the right to remedy any neglect on the part of the contractor as regards the protection of the work after twenty-four (24) hours' notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due the contractor.

## Unauthorized Excavation

If the bottom of any excavation is removed beyond the limits directed, it shall be backfilled and compacted to the proper grade with a material suitable to the engineer and at the contractor's expense.

## Maintenance of Work Site

The contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said work, immediately upon the completion of the same and shall clean all structures and work constructed under the contract to the satisfaction of the engineer and leave the premises in an approved condition insofar as affected by the work under this contract.

## Protection of Pavement

Whenever the proposed construction is located adjacent to or across an existing pavement structure, the contractor shall take all necessary precautions to maintain and protect all pavements not designated for removal. Trench width shall be controlled to limit the extent of removal within the bounds established by the engineer. Removal beyond the defined limits shall be at the contractor's cost, unless authorized in writing by the engineer.

## Restoration of Property

The contractor shall restore or replace all pavements, structures, or other property damaged by construction activities to the condition that existed immediately prior to the start of the work. All fences and other structures in the vicinity of the work shall be protected and if damaged shall be repaired or replaced to the satisfaction of the engineer. All trees shall be satisfactorily protected by boxes or boards.

Tree branches and roots shall not be cut except by permission of the engineer. All cutting shall be done to the satisfaction of the engineer. Shrubs and bushes, which lie within the construction activity, may be dug up, temporarily moved, and replanted in their original locations if permitted by the engineer. If the plants are damaged or do not satisfactorily grow after replanting, they shall be replaced by the contractor, with plants of same kind and size.

The cost to replace or repair any property not specifically listed in the contract documents as pay items shall be included in the cost of the contract.

## Unsuitable Material

If material is found which in the opinion of the engineer is unsuitable as a sub base, it shall be removed and a material selected by the engineer shall be installed and compacted. The contractor will be paid the unit price or the agreed to price for this work.

## Miscellaneous Adjustments

The adjustment of any public utility valve boxes or structures within the project limits shall be done by personnel of the respective public utility. The contractor shall be responsible for notifying the utility of the required work and coordinating these activities with his own schedule of construction.

## Cleaning of Drainage Structures

All drainage structures located within the gutter portions of the combination curb and gutter on all streets being improved shall be cleaned of all construction materials and existing debris and sediment prior to the acceptance of the work performed on the project.

The costs for labor and equipment necessary to clean these structures and for the disposal of the removed materials, debris, and sediment shall be included in the cost of the contract.

## Inspection of Pipe and Accessories

Any defective, damaged or unsound material shall be repaired or replaced as directed by the engineer. All foreign matter or dirt shall be inspected for defects prior to lowering into position in the trench. Pipe shall be kept clean by means approved by the engineer during and after laying.

## Trench Excavation

The trench shall be dug to the required alignment and depth shown on the drawings or as subsequently approved in writing by the engineer, and only so far in advance of pipe laying as permitted by the engineer. The contractor will be required to handle excavated material carefully to minimize the accumulation on existing paved surfaces. Wherever possible the excavated material should be directly loaded into a waiting truck for direct disposal. The contractor will clean all pavement areas to the satisfaction of the engineer.

## Excavation Near Existing Structures

All existing pipes, conduits, cables, poles, pavements, and other structures not designated to be removed by the contract documents are to be protected from damage by the contractor. The temporary support, protection, and maintenance of the structures, shall be furnished by the contractor at his own expense. Where the grade or alignment of the pipe is obstructed by existing utility structures such as conduits, ducts, pipes, branch connections to main sewers, or main drains, the obstruction shall be permanently supported, relocated, removed, or reconstructed by the contractor in cooperation with the owners of such utility structures. Whenever necessary to determine the location of existing underground utility structures, the contractor, after an examination of available records, shall make all explorations and excavations for such purpose as may be directed by the engineer.

## Cutting Pipe

All pipes shall be cut to its required length in the field by a powered mechanical rotary saw and the exposed end ground by a mechanical grinding tool to a smooth beveled finish.

## Control of Sewer Flows

In areas where sections of sewer are to be replaced, the contractor shall take care to manage flows carried by the pipeline, without risk to the project as to public health and safety. All costs associated with pumping, damming, or otherwise controlling the sewer flow shall be included in the cost of the contract.

## Items to be Salvaged

All frames and lids, water valves, valve boxes, and fire hydrants which are to be abandoned due to the construction of this improvement are to remain the property of the village of River Grove. The contractor is to deliver the items to be salvaged to the village of River Grove public works yard.

## Backfilling Operations

Trench backfill under pavement - Trench backfill shall be installed and measured for payment from one foot above the water main or sewer to the elevation of the existing pavement surface. The subsequent removal of the trench backfill from the proposed pavement subgrade elevation to the existing pavement surface elevation in order to install pavement shall not be paid for but shall be included in the cost of the contract.

## Connection of Dissimilar Pipe Materials

Flexible, non-shear connectors shall be used where new sewer pipes are to be connected to existing sewer pipes. The flexible connectors shall consist of a synthetic rubber sleeve, which will resist deterioration caused by wastes found in sewers and a stainless steel sleeve. The connectors shall be "mission" couplings, "fernco" couplings, or equal. All labor and material required to connect new sewer pipe to existing sewer pipe shall be included in the cost of the contract.

## Saw-Cutting

This work shall be done where any new pavement, curb and gutter, frames and grates, structures, sidewalks, or driveways abut existing pavement, curb and gutter, sidewalks, or driveways.

All required saw-cutting work shall be considered included in the cost of the contract.

## Incidental Excavation

During the removal of concrete sidewalk, driveway, curb and gutter, or pavement, the contractor shall excavate as necessary so that the required thickness of proposed concrete, including bedding can be constructed. The excavated material, as well as the broken concrete, shall be disposed of off the job site at a dump to be found by the contractor at his own expense. A low sub-grade may be brought to the proper elevation with crushed stone meeting a CA-6 gradation as approved by the engineer.

The cost of any excavation and its disposal, or the cost of the CA-6 for fill, will not be paid for directly, but their cost shall be considered as included in the contract bid prices for the respective removal items of work.

## Bituminous Expansion Joints

Three-quarter inch (3/4") bituminous premolded inorganic fiber expansion joints shall be installed where new sidewalk or curb and gutter or driveway pavement abuts an existing concrete walk, drive, or curb which is to remain in place, and at not less than one hundred foot (100') intervals at locations where sidewalk replacement is in excess of one hundred feet (100'), and at locations as directed by the engineer.

Expansion joints will be placed in curb and gutter at all radius points, all bend points, on both sides of frames and grates that are in the curb and gutter, and at not less than ninety foot (90') intervals at locations where curb replacement is in excess of ninety feet (90'), and at locations as directed by the engineer.

All expansion joints located in the curb and gutter shall have two (2) three quarter inch (3/4") diameter, smooth, round, epoxy coated dowel bars, eighteen inches (18") in length, with plastic end caps inserted to allow the curb and gutter to expand and contract laterally.

This work will not be paid for separately but will be included in the cost of the related pay item.

## Materials Testing

All material inspection must be submitted and acknowledged before a final pay estimate will be submitted for consideration. The contractor shall notify the engineer at least 48 hours in advance of any scheduled concrete placement or hot-mix asphalt paving operations so that testing can be scheduled. Failure to give adequate notice will postpone any intended concrete or paving operation at the contractors expense and accountability.

## Protection of Newly Poured Concrete

All concrete construction shall be protected by the contractor to prevent accidental or pre-meditated damage. Supervision of freshly poured areas shall be provided until the material has adequately cured. The contractor shall keep employees at the job site after the concrete has been poured until it has cured sufficiently so that graffiti can not be inscribed in the newly poured concrete surfaces. Any concrete items that are defaced shall be replaced by the contractor at his own expense.

All cost associated with the supervision, the repair, or the replacement of damaged areas shall be included in the cost of the contract.

## Final Inspection

In no case will the final estimate be prepared until the contractor has complied with all the requirements set forth and the department and the engineer have made their final inspection of the entire work and are satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the contract.

## Uncontaminated Soil Certification

Section 22.51 of the environmental protection act requires that uncontaminated soil, including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials accepted at a CCDD landfill facility, must be certified to be uncontaminated. These certifications must be made by a licensed professional engineer using either form LPC-663 or LPC-662 from the Illinois Environmental Protection Agency (IEPA). When the soil is removed from a site that has been used for commercial or industrial uses form LPC-663 must be completed. Street right-of-ways located within residential areas are currently considered residential and can be signed off on using form LPC-662.

This testing of the uncontaminated material and having a licensed professional engineer complete the required paperwork to certify that the material is uncontaminated and can be properly disposed at a CCDD facility shall be at the cost of the contractor. If the contractor chooses to dispose of the excavated material at more than one CCDD facility, then any additional testing that is required is also at the cost of the contractor. The contractor will not be reimbursed for the expense of this work regardless of the results.

Should any contaminated material be discovered on the project, the additional costs for testing and proper disposal of the contaminated material shall either be paid by the village under separate contract or as part of this contract as additional work at a price to be agreed upon or on a time and material basis.

## Forms for Concrete Sidewalks, Driveways, and Gutter Flags

A 2" x 6" board will be used as a form for all sidewalks to be installed five inches (5") in thickness. A 2" x 8" board will be used as a form for all driveways to be installed seven inches (7") in thickness. A 2" x 12" board will be used as the form for the face of the gutter flags. No metal forms will be allowed except on radii of curbs and gutters. All forms must be of a minimum height of the proposed thickness of the respective concrete items to be installed.

## Notification of Residents

The contractor will be responsible for providing written notice to all residences and/or places of business twenty-four (24) hours in advance of performing any construction activity that will affect access to their property and an additional notice twenty-four (24) hours in advance of performing any construction activity on their respective section of roadway. All notices shall be submitted to the engineer for review and approval prior to issuance.



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## 16th Street Improvements Village of Broadview, Illinois

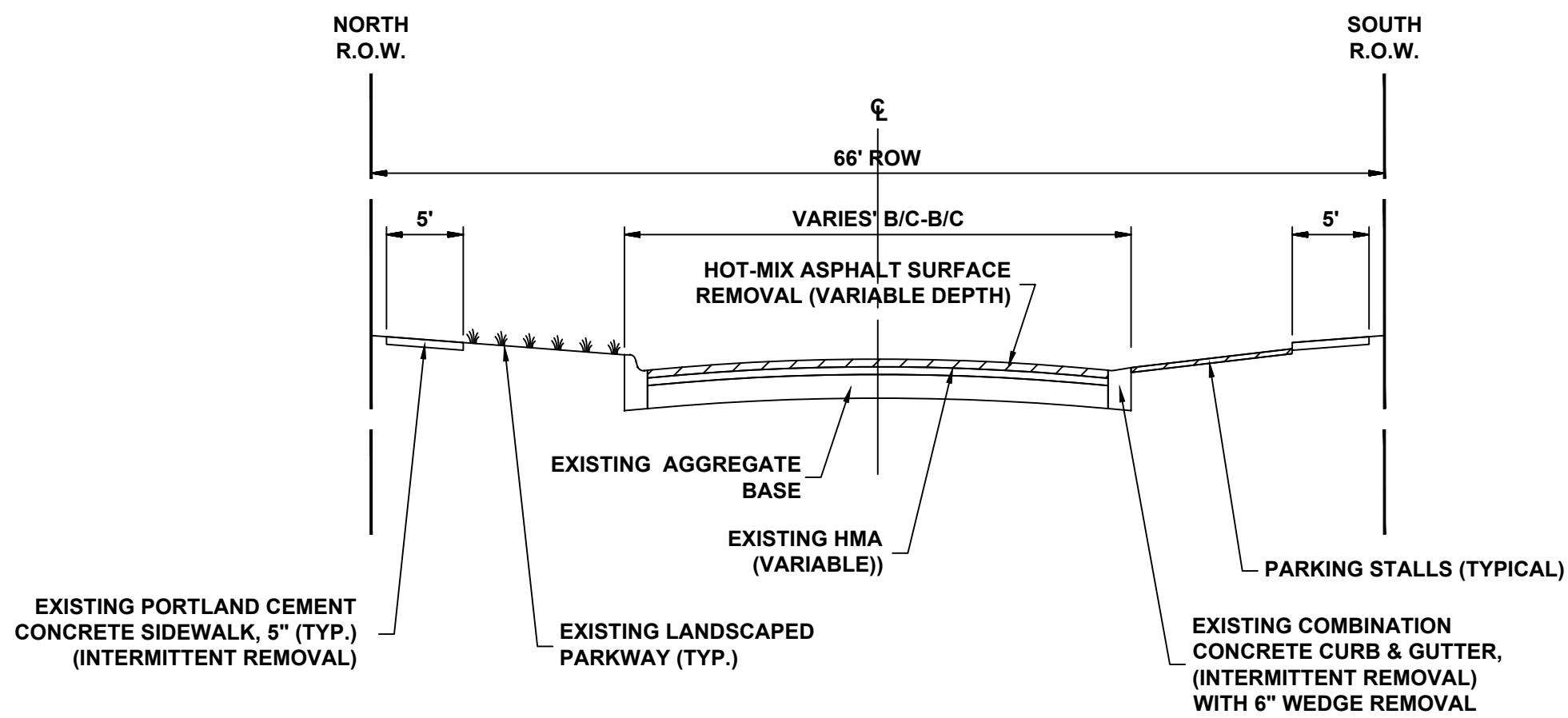
## General Notes

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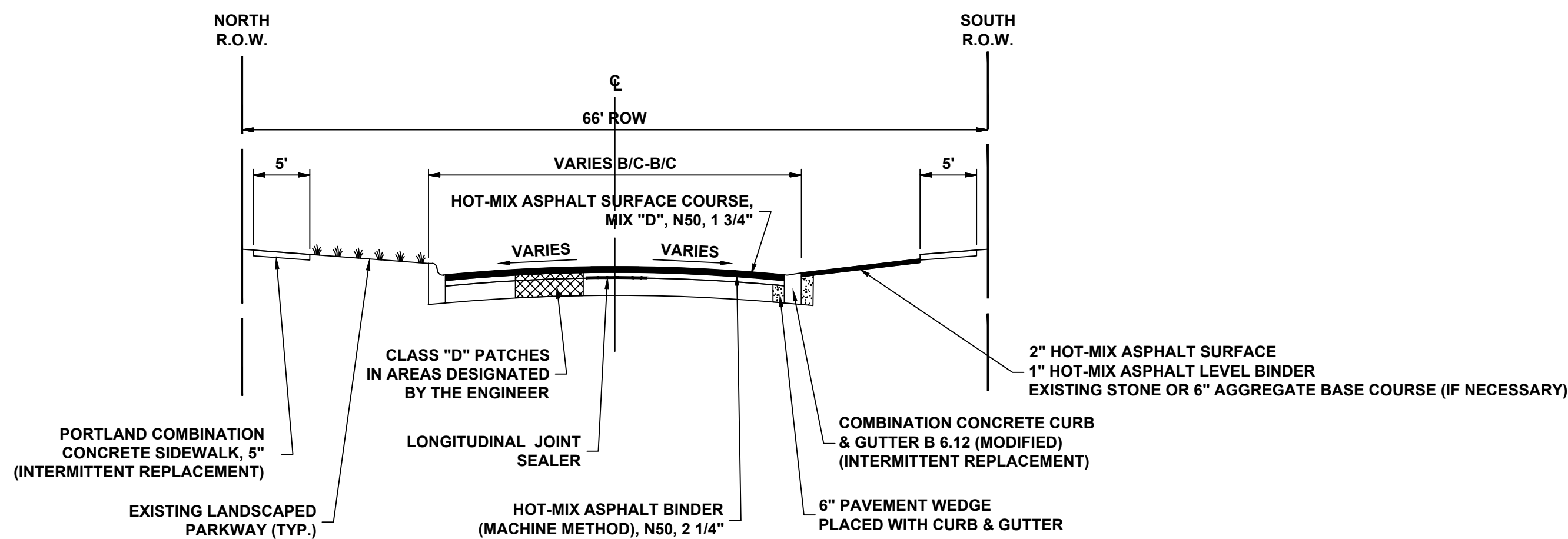


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**EXISTING TYPICAL SECTION**

**16TH STREET**



**PROPOSED TYPICAL SECTION**

**16TH STREET**



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**16TH STREET IMPROVEMENTS  
VILLAGE OF BROADVIEW, ILLINOIS**

**TYPICAL CROSS SECTIONS**

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SUMMARY OF QUANTITIES

Item No	Pay Item	Unit	Total Qty
1	INLET FILTER AND MAINTENANCE	Each	12
2	EARTH EXCAVATION	Cu Yd	20
3	COMBINATION CURB AND GUTTER REMOVAL	Foot	1850
4	SIDEWALK REMOVAL	Sq Ft	1350
5	DRIVEWAY PAVEMENT REMOVAL	Sq Yd	235
6	HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)	Sq Yd	5,175
7	PREPARATION OF BASE	Sq Yd	3650
8	FRAMES AND LIDS TO BE ADJUSTED	Each	3
9	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	Each	3
10	STRUCTURE TO BE RECONSTRUCTED	Each	1
11	FRAMES AND LIDS	Each	7
12	STRUCTURE TO BE CLEANED	Each	1
13	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	Foot	1600
14	CONCRETE CURB AND GUTTER, TYPE B	Foot	230
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	Sq Ft	1350
16	DETECTABLE WARNING	Sq Ft	70
17	PORTLAND CEMENT CONCRETE DRIVEWAY, 7"	Sq Yd	125
18	PROTECTIVE COAT AND CURING OF PCC, SINGLE APPLICATION	Sq Yd	2325
19	AGGREGATE BASE COURSE, TYPE B, 9"	Sq Yd	1625
20	BITUMINOUS MATERIALS (TACK COAT) SS-1	Gal	750
21	CLASS 'D' PATCHES, TYPES I-IV, 4"	Sq Yd	200
22	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	Ton	550
23	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50	Ton	425
24	HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT	Foot	1275
25	INCIDENTAL HOT-MIX ASPHALT	Sq Yd	1560
26	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	Foot	2350
27	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	Foot	140
28	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	Sq Ft	50
29	PARKWAY RESTORATION	Sq Yd	350
30	PRE-CONSTRUCTION VIDEOTAPING	Unit	1
31	REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES	Cu Yd	50
32	TRAFFIC CONTROL AND PROTECTION	L Sum	1



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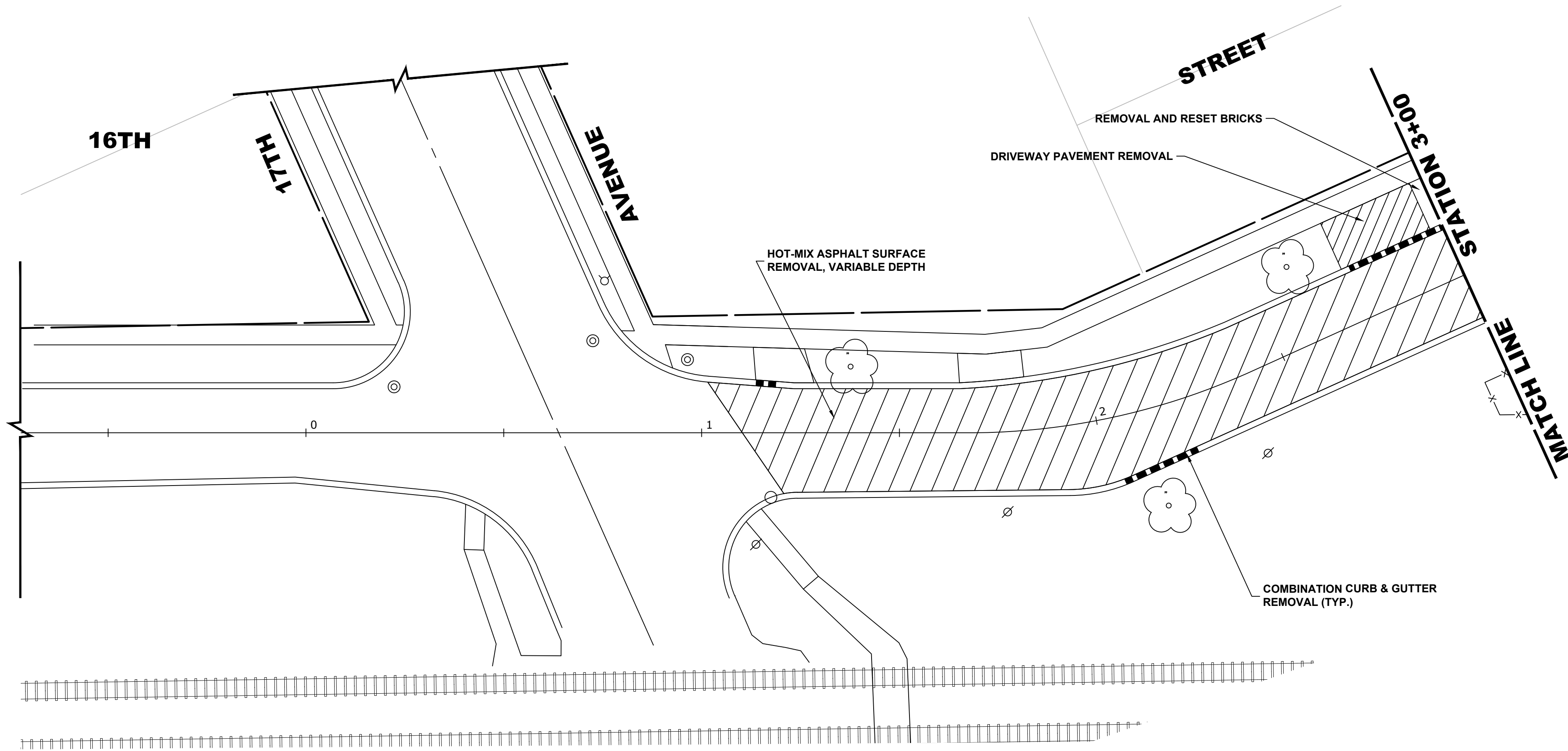
16TH STREET IMPROVEMENTS  
VILLAGE OF BROADVIEW, ILLINOIS

SUMMARY OF QUANTITIES

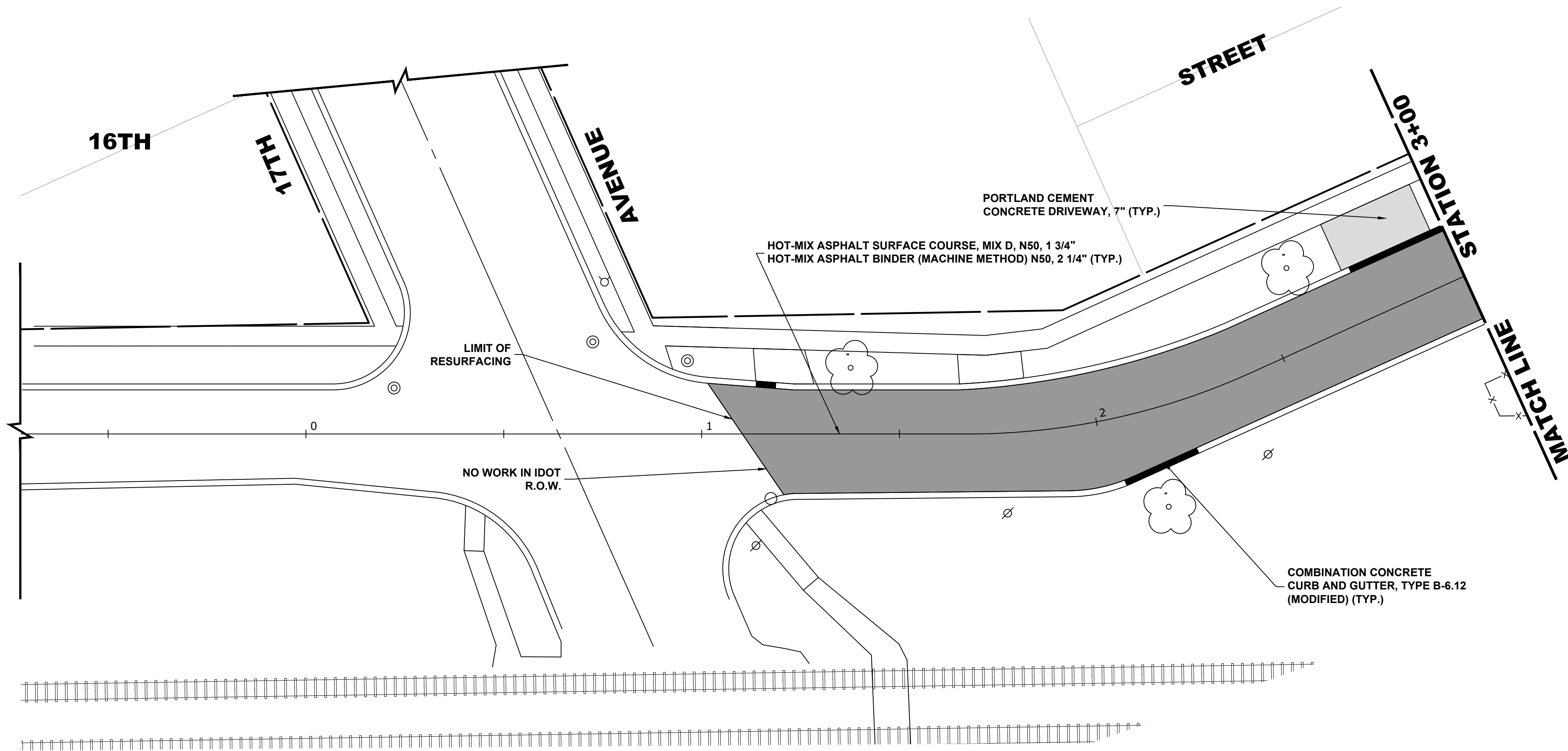
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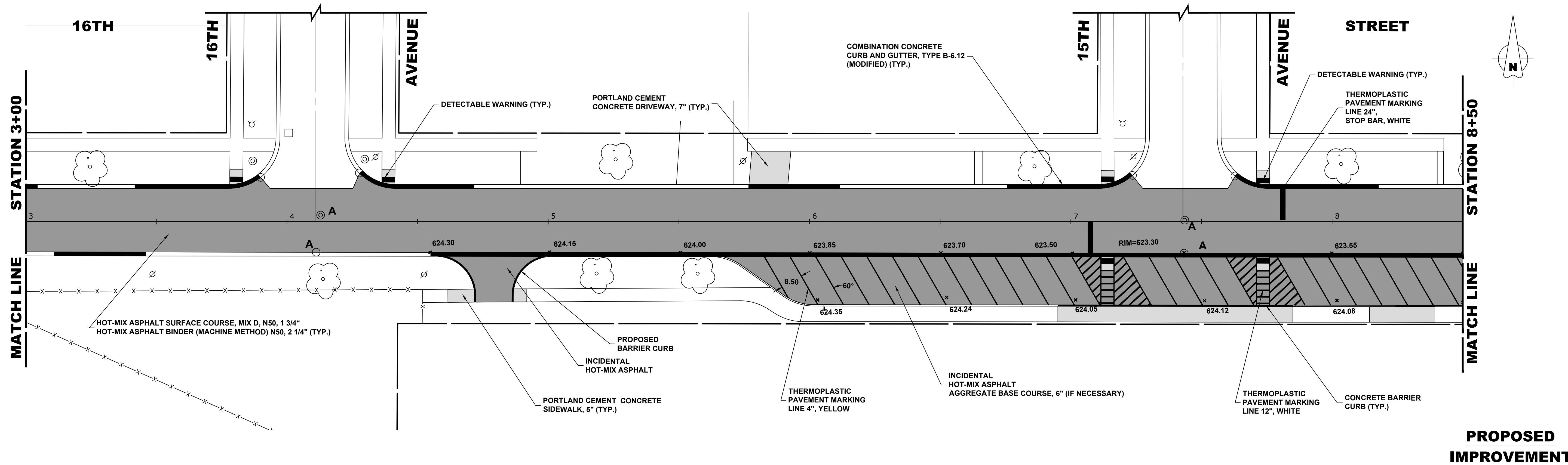
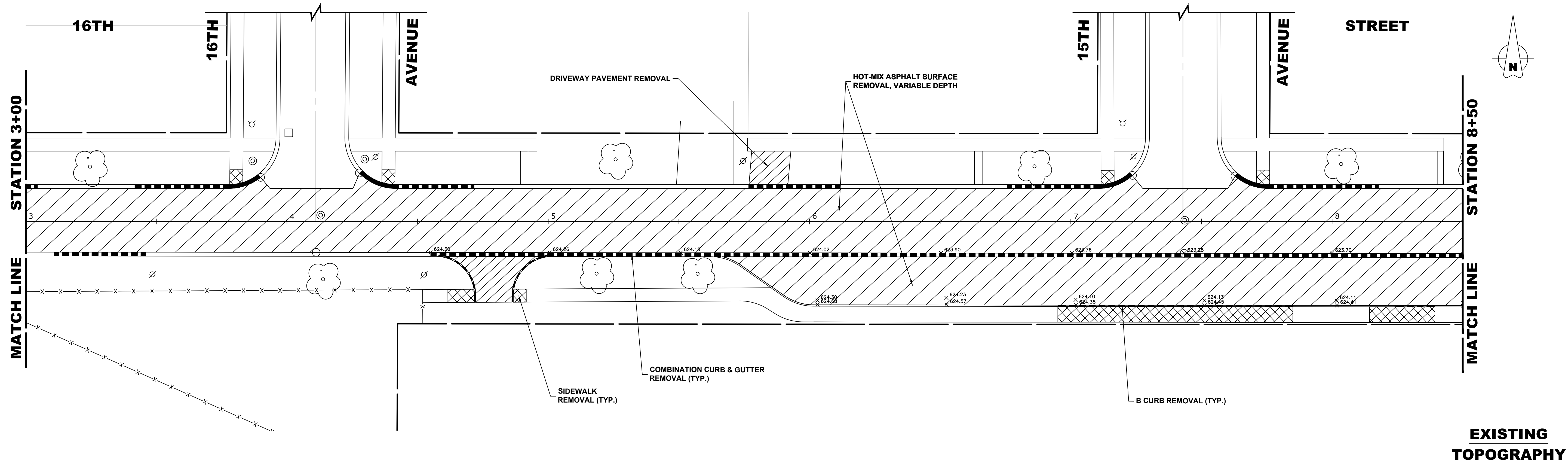
**16TH STREET  
PLAN**

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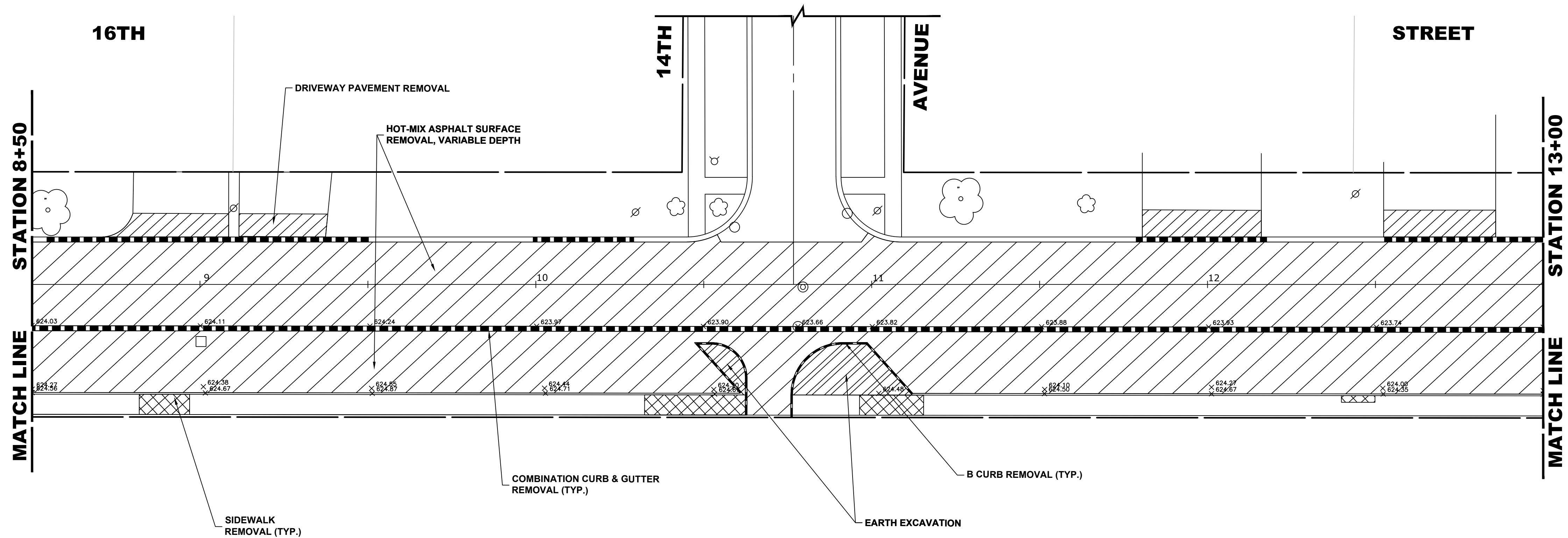
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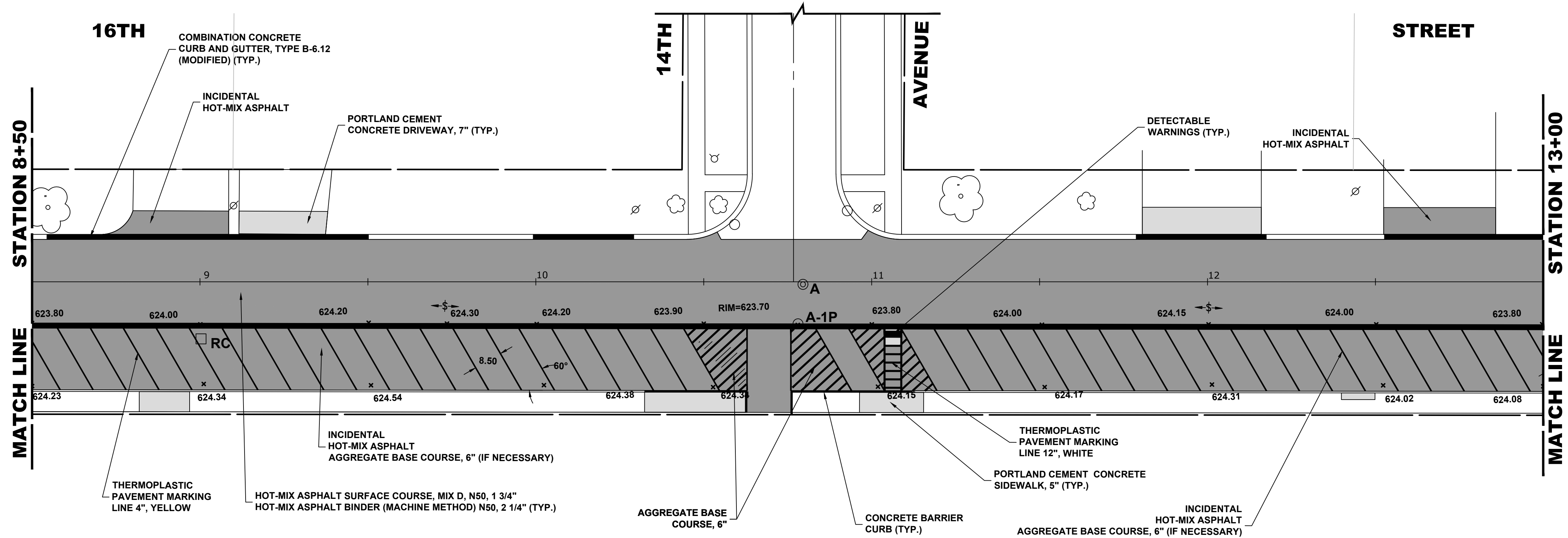
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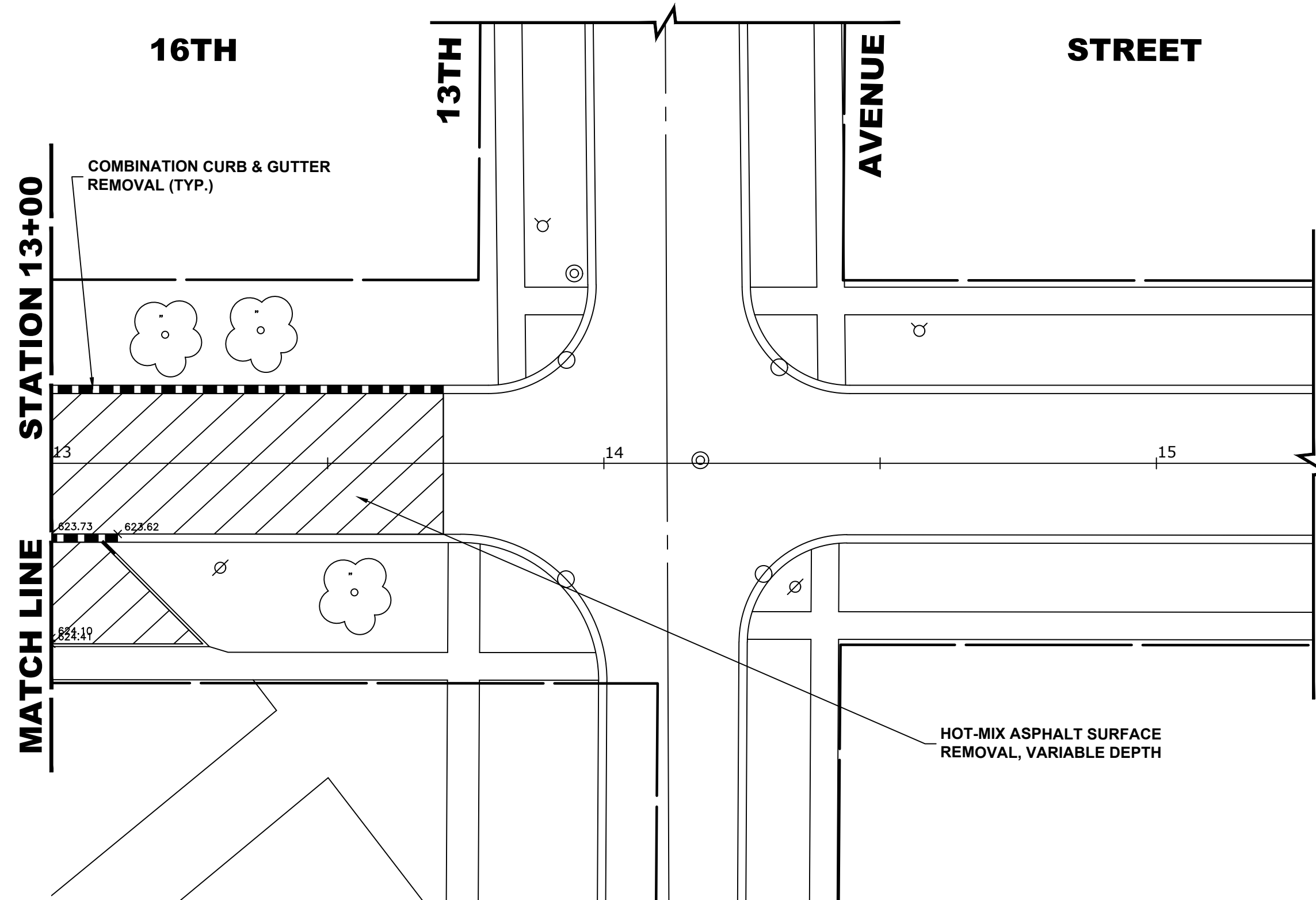
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VILLAGE OF BROADVIEW, ILLINOIS**

**16TH STREET  
PLAN**

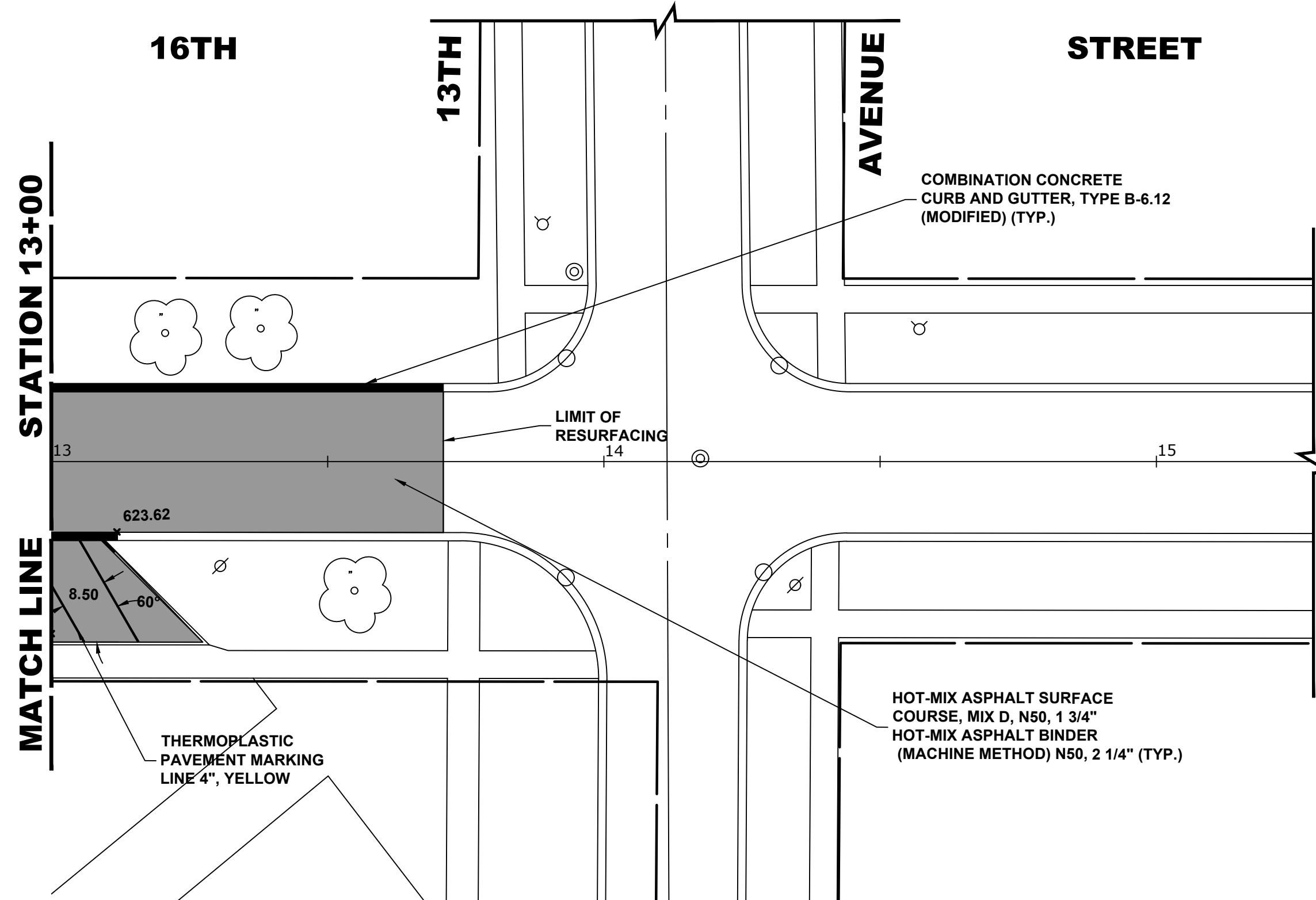
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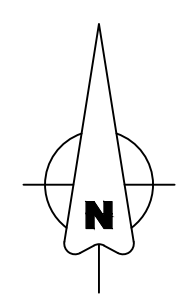
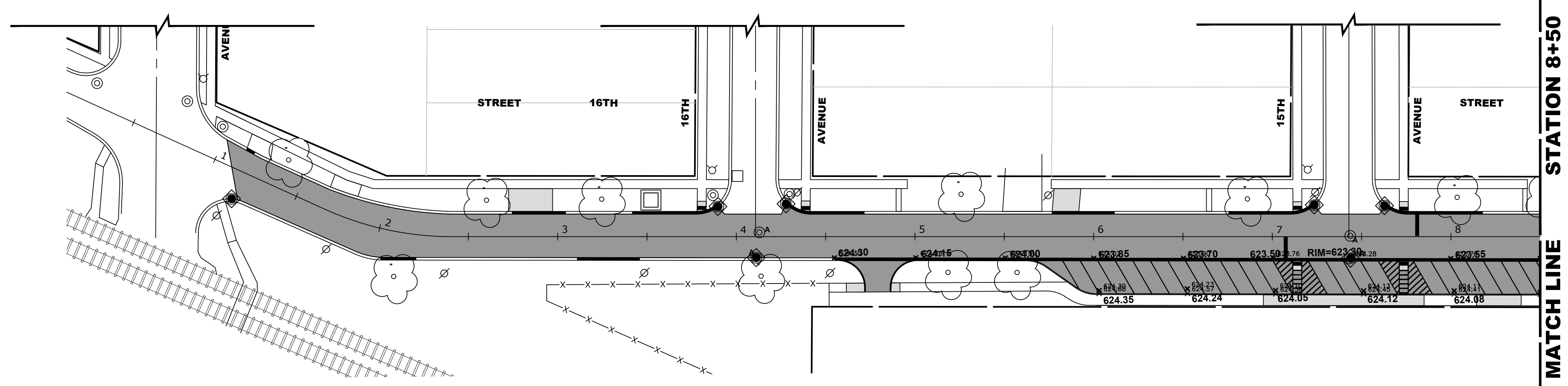
**16TH STREET  
PLAN**

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**EROSION AND SEDIMENT CONTROL PLAN**

THE EXISTING LAND COVER CONSISTS OF PAVED STREETS WITH MINOR GRASS PARKWAYS LOCATED IN A RESIDENTIAL AREA. THE AREAS ADJACENT TO THE PROJECT SITE ARE COMPRISED OF DENSE RESIDENTIAL PROPERTIES. FLOOD PROTECTION AREAS AND POINTS OF DISCHARGE TO JURISDICTIONAL WATERS OF THE U.S. DO NOT EXIST ON THIS PROJECT. WE DO NOT BELIEVE THERE ARE ANY AREAS SUSCEPTIBLE TO EROSION OR SEDIMENTATION DUE TO THESE IMPROVEMENTS. SOIL DATA IS NOT AVAILABLE BUT, PAST PROJECTS IN THE SUBJECT VILLAGE CONCLUDE THAT THE EXISTING SOIL CONSISTS OF CLAY WITH SOME MINOR SILT AND TRACES OF SAND.

PRIOR TO ANY SOIL/PAVEMENT DISTURBANCE, INLET FILTER ASSEMBLIES SHALL BE INSTALLED AS SHOWN ON PLANS.

THE INLET FILTER, PRIMARY PURPOSE IS TO TRAP SEDIMENT, REQUIRED FOR THIS PROJECT WILL BE A DROP IN INLET PROTECTION DEVICE SIMILAR TO FLEXSTORM INLET FILTERS. INLET FILTERS OF THIS TYPE HAVE BEEN USED ON PAST PROJECTS OF SIMILAR SIZE AND SCOPE AND HAVE HAD SATISFACTORY RESULTS.

THE INLET FILTER ASSEMBLY SHALL BE APPROVED BY THE ENGINEER OR VILLAGE PRIOR TO ORDERING AND INSTALLATION. THE INLET FILTER SHALL BE INSPECTED WEEKLY AND AFTER A 0.5 INCH RAIN EVENT BY THE ENGINEER. THE ENGINEER WILL REPORT ANY ISSUES, VIA VERBAL OR WRITTEN COMMUNICATION, THAT NEED TO BE ADDRESSED BY THE CONTRACTOR.

MAINTENANCE OF THE PROPOSED INLET FILTER WILL BE PER MANUFACTURE RECOMMENDATIONS AND WILL BE DONE BY THE CONTRACTOR. TYPICAL MAINTENANCE PRACTICES INCLUDE INSPECTION AFTER A RUNOFF EVENT, SEDIMENT REMOVAL AT 50% CAPACITY, AND REPAIRS/REPLACEMENT AS NEEDED.

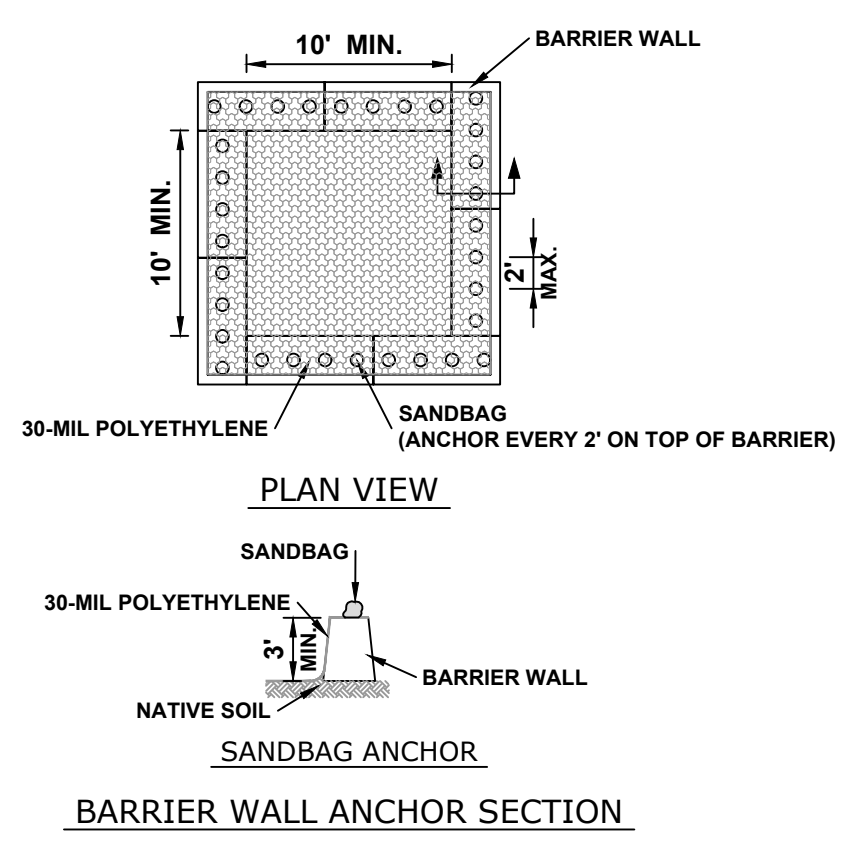
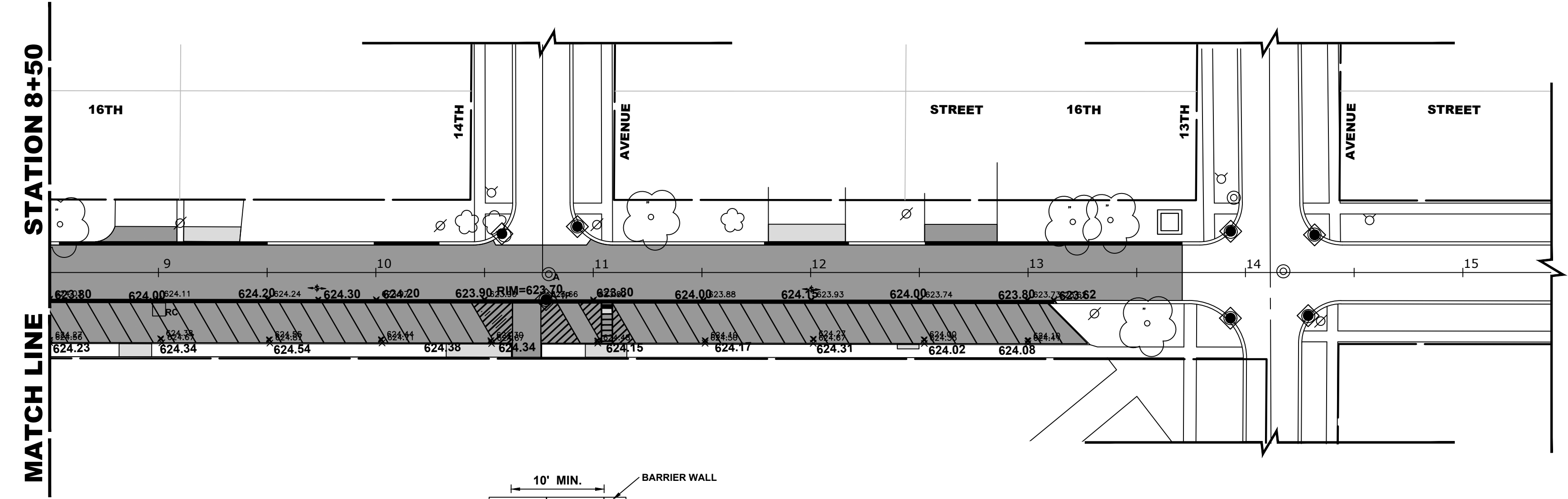
PRIOR TO ANY PORTLAND CEMENT CONCRETE (PCC) POUR, CONCRETE WASHOUT BOXES SHALL BE INSTALLED AS SHOWN ON PLANS OR AS DIRECTED BY THE ENGINEER.

CONCRETE WASHOUT BOXES, PRIMARY PURPOSE IS TO CONTAIN CONCRETE LIQUIDS AND PREVENT CONCRETE LIQUID RUNOFF FROM ENTERING SEWERS OR WATERWAYS, REQUIRED FOR THIS PROJECT WILL CONSIST OF A BARRIER WALL LINED WITH 30-MIL POLYETHYLENE OR AN ENGINEER APPROVED EQUAL WASHOUT. CONCRETE WASHOUT BOXES OF THIS TYPE HAVE BEEN USED ON PAST PROJECTS OF SIMILAR SIZE AND SCOPE AND HAVE HAD SATISFACTORY RESULTS.

THE PLAN FOR THE CONCRETE WASHOUT BOX SHALL BE SUBMITTED AND APPROVED BY THE ENGINEER OR VILLAGE PRIOR TO INSTALLATION AND WILL BE INSPECTED AFTER INSTALLATION. THE WASHOUT BOX SHALL BE INSPECTED PRIOR TO A CONCRETE POUR AND AFTER A CONCRETE POUR BY THE ENGINEER. THE ENGINEER WILL REPORT ANY ISSUES, VIA VERBAL OR WRITTEN COMMUNICATION, THAT NEED TO BE ADDRESSED BY THE CONTRACTOR.

MAINTENANCE OF THE PROPOSED CONCRETE WASHOUT BOXES WILL BE DONE BY THE CONTRACTOR. TYPICAL MAINTENANCE PRACTICES INCLUDE REPLACING DAMAGED LINER, DISPOSING OF SOLIDIFIED CONCRETE WASHOUT, AND REMOVAL OF ANY DISCHARGES WITHIN 24 HOURS.

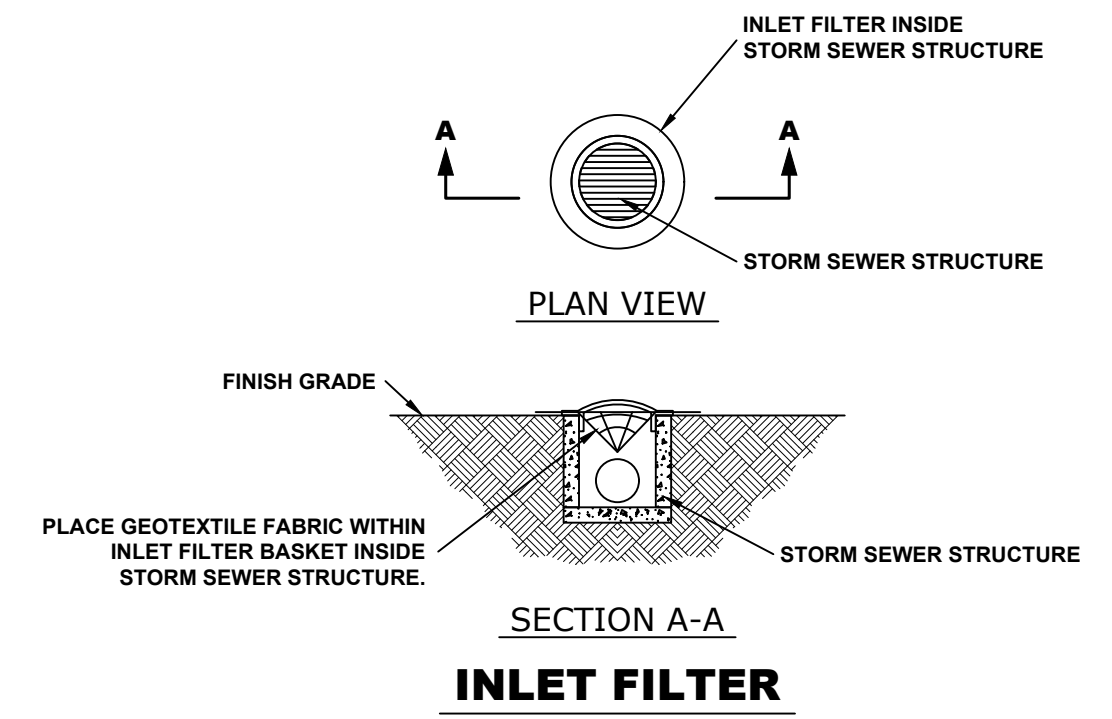
ALL DISPOSAL OF CONSTRUCTION MATERIAL, SEDIMENT, AND SOLIDIFIED CONCRETE SHALL BE AT A CCDD FACILITY



- NOTES**
1. MAINTAINING TEMPORARY CONCRETE FACILITIES SHALL INCLUDE REMOVING AND DISPOSING OF HARDEN CONCRETE AND/OR SLURRY AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION.
  2. FACILITY SHALL BE CLEANED OR RECONSTRUCTED IN A NEW AREA ONCE WASHOUT BECOMES TWO-THIRDS FULL.

LEGEND	
SYMBOL	DESCRIPTION
	INLET FILTER/SEDIMENT CONTROL, DRAINAGE STRUCTURE, INLET FILTER CLEANING
	CONCRETE WASHOUT

- CONSTRUCTION SEQUENCE :**
1. INSTALL EROSION CONTROL MEASURES
  2. COMPLETE ALL UNDERGROUND WORK
  3. PAVEMENT PATCHING
  4. RESURFACE PAVEMENTS
  5. RESTORE DAMAGED AREAS ADJACENT TO IMPROVEMENTS
  6. REMOVE EROSION CONTROL MEASURES





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VILLAGE OF BROADVIEW, ILLINOIS**

**EROSION CONTROL PLAN**

REVISION:	SCALE:	1"=40'H	SHEET <b>11</b> OF <b>11</b>
	DRAWN BY:	ECW	
	BOOK NO.:	---	
	DATE:	04/25/22	
E.H.E. NO.:		120-22-12601	