

**RESOLUTION NO. 2018-31**

**A RESOLUTION APPROVING A BID RESPONSE AND AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND TRIGGI CONSTRUCTION, INC.  
FOR THE PERFORMANCE OF CONSTRUCTION SERVICES REGARDING  
THE 20TH AVENUE AND WARREN STREET IMPROVEMENTS PROJECT,  
AND FOR THE APPROPRIATION AND EXPENDITURE OF CDBG FUNDS  
AND GENERAL CORPORATE FUNDS TO PAY FOR THE PROJECT  
(Project Cost: \$593,184.50)**

**WHEREAS**, the Village of Maywood is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, based on a competitive bidding process, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to hire Triggs Construction, Inc. of West Chicago, Illinois (the "Contractor"), who submitted the lowest, qualified and responsive bid, to perform construction services to complete the 20th Avenue and Warren Street Improvements Project (the "Project") in accordance with an agreement entitled "AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TRIGGI CONSTRUCTION, INC. RELATIVE TO 20TH AVENUE AND WARREN STREET IMPROVEMENTS PROJECT" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Project is comprised of resurfacing improvements to approximately 1,200 feet of 20th Avenue from Madison Street to Washington Boulevard and reconstruction of approximately 600 feet of Warren Street from 19th Avenue to 17th Avenue, including full replacement of concrete curb and gutter, driveway, and ADA ramps, with intermittent sidewalk replacement, milling of existing hot-mix asphalt pavement, pavement patching, pavement reconstruction, installation of hot-mix asphalt binder and surface courses, thermoplastic pavement marking, landscape restoration, and replacement of combined sewer manholes; and

**WHEREAS**, the Contractor agrees to perform the construction services to complete the Project in accordance with terms and provisions of the attached Agreement. The Contractor's "not-to-exceed" bid price to perform the construction services to complete the Project is Five Hundred Ninety-Three Thousand One Hundred Eighty-Four and 50/100 Dollars (\$593,184.50); and

**WHEREAS**, financing for a portion of the construction services of the Project in the amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) will be paid by funds from the Community Development Block Grant ("CDBG") to be distributed to the Village by the County of Cook, Illinois under a Village-approved Community Development Block Grant

Program Subrecipient Agreement. The remaining funds for the Project will be paid with General Corporate Funds of the Village; and

**WHEREAS**, the Project is located entirely within the Village’s corporate boundaries; and

**WHEREAS**, the Village Engineer (Hancock Engineering Company) prepared a Bid Opening Results and Recommendation Memorandum dated July 3, 2018 for the Project, a copy of which is attached hereto as Exhibit “B” and made a part hereof.

**WHEREAS**, the President and Board of Trustees of the Village of Maywood find that it is desirable and in the best interests of the Village residents, property owners, businesses and the public to authorize the approval and execution of the attached Agreement to hire the Contractor to perform the construction services to complete the Project and to authorize the expenditure of funds from the CDBG Fund and General Corporate Funds to pay for the completion of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** The statements set forth in the preambles of this Resolution are found to be true and correct and are adopted as part of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached “AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TRIGGI CONSTRUCTION, INC. RELATIVE TO 20TH AVENUE AND WARREN STREET IMPROVEMENTS PROJECT” (the “Agreement”) (Exhibit “A”) to be entered into with Triggs Construction, Inc. of West Chicago, Illinois (the “Contractor”), who submitted the lowest, qualified and responsive bid, to perform all necessary construction services to complete the Project. The fee to perform the construction services and complete the Project is a “not-to-exceed” bid price of Five Hundred Ninety-Three Thousand One Hundred Eighty-Four and 50/100 Dollars (\$593,184.50).

**SECTION 3:** The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by the County of Cook or any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement and comply with the requirements of the Agreement and Community Development Block Grant Program. The final version of the Agreement may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. Further, the President and Board of Trustees authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this 17<sup>th</sup> day of July, 2018, pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

**NAYS:** None

**ABSENT:** Trustee H. Yarbrough

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the 18<sup>th</sup> day of July, 2018.

---

Edwenna Perkins, Village President

**ATTEST:**

---

Viola Mims, Village Clerk

Published by me in pamphlet form this 18<sup>th</sup> day of July, 2018.

---

Viola Mims, Village Clerk

**Exhibit "A"**

**AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND TRIGGI CONSTRUCTION, INC.  
RELATIVE TO THE 20TH AVENUE AND WARREN STREET IMPROVEMENTS PROJECT**

(attached)

**AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND  
TRIGGI CONSTRUCTION, INC. RELATIVE TO  
20<sup>TH</sup> AVENUE AND WARREN STREET IMPROVEMENTS PROJECT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the VILLAGE OF MAYWOOD, Cook County, Illinois, an Illinois Municipal Corporation (hereinafter referred to as the "VILLAGE") and Triggs Construction Inc., 1975 Powis Road, POB 235, West Chicago, Illinois 60186-0235, an Illinois Corporation (hereinafter referred to as the "CONTRACTOR").

The VILLAGE and CONTRACTOR agree as set forth below:

1. The CONTRACTOR, for the considerations hereinafter set forth, hereby agrees to and with the VILLAGE, that it will furnish and provide all labor, materials, equipment and services and do all else required to perform and complete the 20<sup>th</sup> Avenue and Warren Street Improvements Project, Village of Maywood, Illinois, Cook County (the "Project"), as set forth in any clarifications or addendums, the Project Specifications and Bidding Documents, and the Project Plans entitled "20<sup>th</sup> Avenue and Warren Street Improvements Project, Village of Maywood, Cook County, CDBG Project 1706-013", prepared by Edwin Hancock Engineering Co., consisting of ten (10) pages with the latest revision date of May 24, 2018, attached hereto, made a part hereof, and designated as Exhibit "A" and Exhibit "B" respectively (the "Work"). In the event of any conflict or inconsistency between this Agreement and Exhibits the terms of this Agreement shall control.
2. The effective date of this Agreement is the date the VILLAGE executes the Agreement by signing below. The Agreement shall remain in effect until the completion of the Project or until mutually terminated by the parties. The work to be performed under this Agreement shall be commenced within fifteen (15) days of the date of this Agreement and shall be completed on or before October 6, 2018. Upon satisfactory completion of the Project, the VILLAGE'S only continuing obligation is to pay the CONTRACTOR for the work performed in accordance with the terms of this Agreement;
3. The VILLAGE shall pay the CONTRACTOR for completion of the Work in accordance with the Contract Documents, and subject to additions and deductions by Change Order(s) as provided in the Contract Documents, the sum of Five Hundred Ninety-Three Thousand, One Hundred Eighty-Four Dollars and 50/100 (\$593,184.50). The Contract Price has been determined pursuant to the CONTRACTOR'S Proposal dated June 7, 2018;
4. If the rate of progress is satisfactory to the VILLAGE, payment requests will be submitted by the Contractor to the VILLAGE once a month during the progress of the improvement for ninety percent (90%) of the value of the work done and in place at the date of the preparation of the payment estimate. Payment will be made to the CONTRACTOR once all required waivers of lien for material suppliers and subcontractors have been submitted to the VILLAGE. The waivers of lien will be for the amount of the current payment estimate, except for the final estimate where the waivers of lien shall be for the total contract amount. Upon final completion and acceptance of the work, a final estimate will be issued for the total amount due under the Contract, less previous payments and liquidated damages;
5. This Agreement provides for the performance of a Project within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.";

6. CONTRACTOR will indemnify and hold harmless, protect and defend, at CONTRACTOR'S own cost and expense, the VILLAGE, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the VILLAGE, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any act, omission, neglect or misconduct of CONTRACTOR, its officers, agents and/or employees, including any of its subcontractors, or arising out of or in performance of any provision of this Agreement or the performance of the work in completing the Project, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree;
7. During the term of this Agreement, CONTRACTOR shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the specified amounts:
  - a. Comprehensive General Liability - \$1,000,000 per occurrence;
  - b. Workers' Compensation - Statutory
  - c. Employer's Liability: \$500,000 per incident.
  - d. Umbrella Coverage - \$1,000,000 per occurrence.
  - e. Automobile Coverage - \$1,000,000 per occurrence.

CONTRACTOR shall furnish to the VILLAGE, prior to commencing any activities under this Agreement, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall list the VILLAGE OF MAYWOOD and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, and EDWIN HANCOCK ENGINEERING COMPANY and its agents and employees as additional insureds on all required insurance policies.

8. Contractor certifies as follows:
  - a. That any work to be performed by it or its contractors on VILLAGE-owned property shall be in a good and workmanlike manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.
  - b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).
  - c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).
  - d. In the performance of its obligations pursuant to this Agreement, it shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the foregoing Acts) in the operations conducted by the CONTRACTOR hereunder. Any

complaint of such discrimination received by the CONTRACTOR shall be immediately forwarded to the VILLAGE.

- e. That it shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees, including the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). CONTRACTOR agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and CONTRACTOR further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by CONTRACTOR in all its contracts and agreements with any of its subcontractors for work to be performed pursuant to this Agreement. Any contracts entered into by Contractor with subcontractors for work to be performed pursuant to this Agreement must adhere to and require compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- f. CONTRACTOR also agrees to require any subcontractor doing work under this Agreement to agree to adhere to the requirements of this Section.

- 9. CONTRACTOR shall maintain a current, valid VILLAGE business license and shall post with the VILLAGE and keep on file and in force for the duration of this Agreement a contractor's license bond in the amount required by the Village Code.
- 10. The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.
- 11. After this Agreement has been signed by CONTRACTOR, the Agreement shall be deemed dated and become effective on the date that the Village President signs the Agreement.

THIS AGREEMENT executed the day and year first written above.

TRIGGI CONSTRUCTION, INC.  
an Illinois corporation

VILLAGE OF MAYWOOD, an Illinois  
municipal corporation

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

By: \_\_\_\_\_  
Edwenna Perkins, Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

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

By: \_\_\_\_\_  
Viola Mims, Village Clerk

**Exhibit "B"**

**Bid Opening and Recommendation Memorandum for the Project  
dated July 3, 2018  
and prepared by the Village Engineer (Edwin Hancock Engineering Company)**

(attached)





Civil Engineers ♦ Municipal Consultants ♦ Established 1911

July 3, 2018

Mr. Willie Norfleet, Jr.  
Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153

Re: 20<sup>th</sup> Avenue and Warren Street Improvements Project  
CDBG Project No. 1706-013  
Bid Opening Results and Recommendation

Dear Mr. Norfleet:

Proposals were received for the 20<sup>th</sup> Avenue and Warren Street Improvements Project on June 7, 2018 at the Village Clerk's office. Ten (10) prospective bidders obtained plans and specifications for the project, with the Village receiving proposals from five (5) of the companies. A summary of the proposals received is as follows:

<u>CONTRACTOR</u>	<u>TOTAL BID</u>	<u>DBE UTILIZATION</u>
Triggi Construction, Inc.	\$ 593,184.50	8.2%
MQ Construction Company Inc.	\$ 602,977.00	0.8%
M&J Asphalt Paving Co., Inc.	\$ 616,051.00	24.0%
Chicagoland Paving Co.	\$ 649,900.00	14.0%
J.Nardulli Concrete, Inc.	\$ 789,162.00	31.0%
Engineer's Estimate	\$ 696,695.00	

\*indicates correction from "as-read" amount

The lowest responsive, responsible bidder for this project was Triggi Construction, Inc. of West Chicago, Illinois. Triggi Construction, Inc. is a contractor that has satisfactorily completed work of similar scope recently within surrounding communities, including the Village of Bellwood, Village of Brookfield, and Village of Oak Park. Triggi Construction, Inc. most recently worked within the Village of Maywood as the General Contractor for the 2016 Alley and Parking Lot Improvements Project, and Washington Boulevard CDBG Improvements from 6<sup>th</sup> Avenue to 2<sup>nd</sup> Avenue in 2014.

Edwin Hancock Engineering Company

9933 Roosevelt Road ♦ Westchester, IL 60154-2749 ♦ Phone: 708-865-0300 ♦ Fax: 708-865-1212 ♦ www.ehancock.com

July 3, 2018

Page 2

Additionally, this contract specifies goals for the use of Minority-owned Business Enterprise (MBE) and Women-owned Business Enterprise (WBE), which provides for contracting opportunities to businesses owned and controlled by socially and economically disadvantaged individuals. The project MBE and WBE goals were estimated by Cook County for the project.

The MBE/WBE Utilization Plan submitted by Triggs Construction, Inc. has been reviewed for compliancy with the program, as compared with the scope of work, various construction trades involved, and overall estimate of cost.

Based on previous experience with this contractor, 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 within the specified completion date of October 6, 2018. We recommend that the Contract for the improvements be awarded to Triggs Construction, Inc., in the amount of Five Hundred Ninety-Three Thousand, One Hundred Eighty-Four Dollars and 50/100 (\$593,184.50).

The project includes roadway and drainage improvements along 20<sup>th</sup> Avenue from Madison Street to Washington Boulevard, as well as Warren Street from 19<sup>th</sup> Avenue to 17<sup>th</sup> Avenue.

The scope of work along 20<sup>th</sup> Avenue will include the complete removal of curb and gutter, driveways, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, repair/replacement of manholes and drainage structures, intermittent repairs to the combined sewer, milling of the existing pavement, patching of the existing concrete base as necessary, placement of asphalt level and surface course mixes, landscape restoration, pavement markings and other appurtenant improvements.

The scope of work along Warren Street will include the complete removal of curb and gutter, driveways, intermittent replacement of deteriorated sidewalk, placement of ADA compliant roadway crossings, intermittent repairs to the combined sewer, complete reconstruction of the existing pavement, landscape restoration, pavement markings and other appurtenant improvements.

The construction of the project will be funded through a Cook County Community Development Block Grant (CDBG) in the amount of \$300,000, with the remainder of costs to be funded through the General Fund.

July 3, 2018

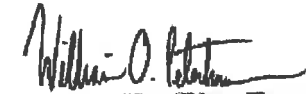
Page 3

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.

If you should have any questions, please call our office at your convenience.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.

A handwritten signature in black ink, appearing to read "William O. Peterhansen", written over a horizontal line.

William Peterhansen, P.E., CFM  
Vice President

Enclosures

cc: Ms. Viola Mims, Village Clerk  
Ms. Lanya Satchell, Director of Finance  
Mr. John West, Director of Public Works

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy now on file in my office, entitled:

**RESOLUTION NO. 2018-31**

**A RESOLUTION APPROVING A BID RESPONSE AND AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND TRIGGI CONSTRUCTION, INC.  
FOR THE PERFORMANCE OF CONSTRUCTION SERVICES REGARDING  
THE 20TH AVENUE AND WARREN STREET IMPROVEMENTS PROJECT,  
AND FOR THE APPROPRIATION AND EXPENDITURE OF CDBG FUNDS  
AND GENERAL CORPORATE FUNDS TO PAY FOR THE PROJECT  
(Project Cost: \$593,184.50)**

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 17<sup>th</sup> day of July, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17<sup>th</sup> day of July, 2018.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

**NAYS:** None

**ABSENT:** H. Yarbrough

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18<sup>th</sup> day of July, 2018.

SEAL

\_\_\_\_\_  
Viola Mims, Village Clerk