



# Village of Brookfield

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[www.brookfieldil.gov](http://www.brookfieldil.gov)

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VILLAGE OF BROOKFIELD  
BROOKFIELD, ILLINOIS 60513

## SPECIAL BROOKFIELD VILLAGE BOARD MEETING AGENDA

Wednesday, August 15, 2018  
5:30 P.M.

Edward Barcal Hall  
8820 Brookfield Avenue  
Brookfield, IL 60513

- I. Roll Call – Call to Order
- II. New Business
  - A. **Resolution 2018-1166** - A Resolution Authorizing the Execution of a Contract for the Public Alley Improvements of the 4100 Block of DuBois Boulevard and Deyo Avenue in the Village of Brookfield, Illinois – Special Assessment #359
- III. Public Comment
- IV. Adjournment

RESOLUTION NO. R - 2018 - 1166

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE  
PUBLIC ALLEY IMPROVEMENTS IN THE 4100 BLOCK OF DEYO AVENUE AND  
DUBOIS BOULEVARD IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY  
THE PRESIDENT AND BOARD OF TRUSTEES  
THE 15<sup>TH</sup> DAY OF AUGUST 2018

RESOLUTION NO. R - 2018 - 1166

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PUBLIC ALLEY IMPROVEMENTS IN THE 4100 BLOCK OF DEYO AVENUE AND DUBOIS BOULEVARD IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

**WHEREAS**, the Board of Local Improvements of the Village of Brookfield publicly advertised in the *Riverside Brookfield Landmark* newspaper for sealed bids for the Alley Improvements in the 4100 block of Deyo Avenue and DuBois Boulevard, Special Assessment No. 359 on July 4, 2018, and July, 11, 2018;

**WHEREAS**, on August 6, 2018, bids were received, and the Board of Local Improvements, in open session, examined and publicly declared the bids;

**WHEREAS**, of the bids received and opened, the Board of Local Improvements found Triggi Construction, Inc. to be the lowest responsible bidder;

**WHEREAS**, the Board of Local Improvements issued a Notice of Award of the contract for the construction of the alley improvements in a portion of the 4100 block of Deyo Avenue and DuBois Boulevard, Special Assessment No. 359, to Triggi Construction, Inc. at the prices set forth in its bid subject to:

- A. The furnishing of the proper bonds and insurance;
- B. The rights of the owners of a majority of the frontage of the lots and land upon the alley wherein the work is to be done or their agents to elect within ten (10) days of the publication of the Notice of Award to take the work and enter into a written contract to do the whole work at ten percent (10%) less than the price at which the contract has been awarded, to commence the work within thirty (30) days of the publication of the award and to prosecute the work with diligence; and
- C. The entry of a Judgment of Confirmation of the Assessment Roll by the Circuit Court of Cook County, Illinois, in the action filed to levy Village of Brookfield Special Assessment 359 and the expiration of thirty days without the filing of a Notice of Appeal of the Judgment of Confirmation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

**Section 1.** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into a contract for the alley improvements of the 4100 block of Deyo Avenue and DuBois Boulevard, Special Assessment No. 359, in a form approved by the President of the Board of Local Improvements and attached hereto as Exhibit "A" and with all other written contract documents attached, provided that:

A. The owners of a majority of the frontage of the lots and land upon the alley wherein the work is to be done or their agents do not within ten (10) days of the publication of the Notice of Award elect to take the work and enter into a written contract to do the whole work at ten percent (10%) less than the price at which the contract has been awarded, or do not commence the work within thirty (30) days of the publication of the award or do not prosecute the work with diligence; and

B. Triggs Construction, Inc. returns to the Board of Local Improvements within twenty (20) days of the publication of the Notice of Award the contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds; and

C. The President of the Board of Local Improvements approves the surety on the contract bond; and

D. The Board of Local Improvements has approved a resolution authorizing the execution of the contract;

then the President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the contract.

**Section 3.** The general prevailing rate of wages in Cook County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work,

also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the contract or to perform such work.

**Section 4.** This resolution shall take effect upon its passage and approval in pamphlet form.

**ADOPTED** this 15<sup>th</sup> day of August, 2018, pursuant to a roll call vote as follows:

**APPROVED** by me this 15<sup>th</sup> day of August, 2018.

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Kit P. Ketchmark, President of the  
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,  
this 15<sup>th</sup> day of August, 2018.

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Brigid Weber, Clerk of the Village  
of Brookfield, Cook County, Illinois

## EXHIBIT "A"

### CONTRACT

This Contract is made this 15<sup>th</sup> day of August 2018 between the Village of Brookfield, acting by and through its Board of Local Improvements, the "Department," and Triggi Construction, Inc., the "Contractor," for the Village of Brookfield Alley Improvements in the 4100 block of Deyo Avenue and DuBois Boulevard, Special Assessment No. 359.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms of this agreement and the requirements of the Village of Brookfield Board of Local Improvements under it:

Village of Brookfield Alley Improvements in the 4100 block of Deyo Avenue and DuBois Boulevard, Special Assessment No. 359 consisting of the construction of a Portland cement concrete alley pavement, storm water drainage facilities and other related work along the public alley,

in strict compliance with Invitation for Bids, the Specifications, Special Provisions, Proposal and Contract Bond which are essential documents of and made a part of this Contract.

2. A. **Contract Sum.** The Department shall issue vouchers to pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part hereof. The quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor will receive, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract. Vouchers shall be payable from the collection of the installments of the Village of Brookfield Special Assessment 359 and shall bear interest at the rate of six percent (6%) per annum.

B. **Contract Time.** Time is hereby declared to be of the essence of this contract. The Contractor shall complete the Work within sixty (60) calendar days of

the Notice of Award, unless additional time is granted by the Department in accordance with the provisions of the Specifications.

C. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Department by the issuance of vouchers or bonds to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Department, the Department will within thirty (30) days submit to the Board of Local Improvements a final estimate of payment. Within thirty (30) days after approval by the Board of Local Improvements of the final estimate of payment, a final voucher or bond will be issued to the Contractor.

3. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Department and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

4. **Notices.** Written notices between Department and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

A. If to the Department:

Village of Brookfield  
8820 Brookfield Avenue  
Brookfield, Illinois 60513  
Attn: Mr. Kit P. Ketchmark, President

C. If to the Contractor:

Triggi Construction, Inc.  
1975 Powis Road  
West Chicago, Illinois 60185  
Attention: Lucrezia DiFruscolo, President

C. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

5. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(A) Addendum No. (None, unless listed here) \_\_\_\_\_

- (B) Notice to Bidders
- (C) Project Description
- (D) Instructions to Bidders
- (E) Proposal
- (F) Contract
- (G) Contract Bond
- (H) Standard Specifications

The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those *Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions*, adopted January 1, 2018, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the *Manual for Test Procedures for Materials*, December 1, 2017, all issued by the State of Illinois, Department of Transportation and the *National Manual on Uniform Traffic Control Devices for Streets and Highways* (2009 Edition) supplemented by the Illinois Supplement to the *National Manual on Uniform Traffic Control Devices for Streets and Highways* (2009 Edition; Revised June 1, 2014) issued by the Illinois Department of Transportation

(I) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction")

(J) Watershed Management Ordinance of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.

- (K) Supplemental Specifications
- (L) Special Provisions for General Items
- (M) Special Provisions for Contract Pay Items
- (N) Plans
- (O) Bidder's Certification
- (P) Check Sheet for Recurring Special Provisions
- (Q) Bureau of Design and Environment Special Provisions Check Sheet
- (R) Cook County, Illinois, Prevailing Wages

Noted: Contract documents (H), (I) and (J), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (H) may be obtained from the Illinois Department of Transportation. See: <http://www.idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&>



[Handbooks/Highways/Construction/Standard-Specifications/Standard%20Specifications%20for%20Road%20and%20Bridge%20Construction%202016.pdf](#)

Contract document (I) may be obtained from the Illinois Society of Professional Engineers.  
See: <http://www.illinoisengineer.com>

Contract document (J) may be obtained from the Metropolitan Water Reclamation District of Greater Chicago.

See:

[https://www.mwrd.org/pv\\_obj\\_cache/pv\\_obj\\_id\\_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf](https://www.mwrd.org/pv_obj_cache/pv_obj_id_B8C7A4FC0080A6A35076861145E0C0A534186200/filename/WMO.pdf)

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the other contract documents, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor.

This Contract is executed that day and year first written above.

Department: Village of Brookfield, by and through its Board of Local Improvements

Contractor: Triggi Construction, Inc.

By: \_\_\_\_\_  
Kit P. Ketchmark, Village President and President of the Board of Local Improvements

By: \_\_\_\_\_  
Lucrezia DiFruscolo, President

Attest:  
By: \_\_\_\_\_  
Brigid Weber, Village Clerk

Attest:  
By: \_\_\_\_\_  
Lucrezia DiFruscolo, Secretary