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6051 Triggs Construction, Inc.
1975 Powis Rd.
West Chicago, IL 60185

6/10/2016 019

Letting June 10, 2016



Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Notice to Bidders, Specifications, Proposal, Contract and Contract Bond

Contract No. 61C66
DuPage County
Section 13-00092-00-SW
Route Various
Project M-4003(186)
District 1

EXECUTION OF THIS CONTRACT DOES NOT NECESSARILY SIGNIFY APPROVAL OF THE BIDDER'S EMPLOYEE UTILIZATION FORM (BC 1256), NOR DOES THE EXECUTION RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITIES UNDER "PART III, AFFIRMATIVE ACTION PLAN."

THE CONTRACTOR WILL BE NOTIFIED IN WRITING OF THE APPROVAL OF HIS FORM. NO WORK WILL COMMENCE UNTIL HE HAS RECEIVED OFFICIAL NOTIFICATION

ORIGINAL			
CONTRACTORS COPY			
BONDING COMPANY			
CONTR. OFFICE COPY			
COMPT.		DIST.	
CERT.		MATLS.	
CHGO. LAB		MAINT.	

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)		
DUPAGE /043	13-00092-00-SW (VILLA PARK)	M-4003/186/000	VARIOUS		
PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
X2130010	EXPLOR TRENCH SPL	170.000	FOOT	60.0000	10,200.00
X4021000	TEMP ACCESS- PRIV ENT	27.000	EACH	125.0000	3,375.00
X4022000	TEMP ACCESS- COM ENT	8.000	EACH	250.0000	2,000.00
X6026050	SANITARY MANHOLE ADJ	7.000	EACH	500.0000	3,500.00
Z0004514	HMA DRIVEWAY PAVT 4	1,468.000	SQ YD	40.0000	58,720.00
Z0004522	HMA DRIVEWAY PAVT 6	97.000	SQ YD	55.0000	5,335.00
Z0004562	COMB C C&G REM & REPL	182.000	FOOT	25.0000	4,550.00
Z0013798	CONSTRUCTION LAYOUT	1.000	L SUM	7,500.0000	7,500.00
Z0030850	TEMP INFO SIGNING	156.000	SQ FT	15.0000	2,340.00
20101100	TREE TRUNK PROTECTION	78.000	EACH	100.0000	7,800.00
20101200	TREE ROOT PRUNING	35.000	EACH	100.0000	3,500.00
20101300	TREE PRUN 1-10	23.000	EACH	100.0000	2,300.00
20101350	TREE PRUN OVER 10	43.000	EACH	225.0000	9,675.00
20101400	NITROGEN FERT NUTR	179.000	POUND	5.0000	895.00
20101500	PHOSPHORUS FERT NUTR	179.000	POUND	5.0000	895.00
20101600	POTASSIUM FERT NUTR	179.000	POUND	5.0000	895.00
20101700	SUPPLE WATERING	216.000	UNIT	0.0100	2.16
20200100	EARTH EXCAVATION	2,068.000	CU YD	32.5000	67,210.00
20201200	REM & DISP UNS MATL	2,073.000	CU YD	32.5000	67,372.50
20800150	TRENCH BACKFILL	106.000	CU YD	45.0000	4,770.00
21101615	TOPSOIL F & P 4	14,150.000	SQ YD	1.0000	14,150.00
21400100	GRADING & SHAP DITCH	4,195.000	FOOT	3.5000	14,682.50
25200100	SODDING	14,150.000	SQ YD	10.7500	152,112.50

COUNTY NAME/CODE : SECTION : PROJECT NUMBER : ROUTE(S)
 DUPAGE /043 : 13-00092-00-SW (VILLA PARK) : M-4003/186/000 : VARIOUS

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
28000250	TEMP EROS CONTR SEED	296.000	POUND	5.0000	1,480.00
28000305	TEMP DITCH CHECKS	540.000	FOOT	10.0000	5,400.00
28000510	INLET FILTERS	33.000	EACH	150.0000	4,950.00
30300001	AGG SUBGRADE IMPROVE	154.000	CU YD	25.0000	3,850.00
35101600	AGG BASE CSE B 4	8,188.000	SQ YD	2.5000	20,470.00
35101800	AGG BASE CSE B 6	2,263.000	SQ YD	3.7500	8,486.25
35102000	AGG BASE CSE B 8	239.000	SQ YD	5.0000	1,195.00
40800029	BIT MATLS TACK CT	35.000	POUND	10.0000	350.00
40800050	INCIDENTAL HMA SURF	14.000	TON	250.0000	3,500.00
42001300	PROTECTIVE COAT	8,247.000	SQ YD	0.0100	82.47
42300200	PCC DRIVEWAY PAVT 6	182.000	SQ YD	50.0000	9,100.00
42300400	PCC DRIVEWAY PAVT 8	120.000	SQ YD	58.5000	7,020.00
42400200	PC CONC SIDEWALK 5	72,017.000	SQ FT	4.0000	288,068.00
42400410	PC CONC SIDEWALK 8	1,888.000	SQ FT	5.7500	10,856.00
42400800	DETECTABLE WARNINGS	640.000	SQ FT	20.0000	12,800.00
44000200	DRIVE PAVEMENT REM	2,342.000	SQ YD	15.0000	35,130.00
44000500	COMB CURB GUTTER REM	97.000	FOOT	5.0000	485.00
44000600	SIDEWALK REM	2,251.000	SQ FT	1.0000	2,251.00
50105220	PIPE CULVERT REMOV	553.000	FOOT	20.0000	11,060.00
52200800	SEG CONC BLOCK WALL	1,693.000	SQ FT	35.0000	59,255.00
542A0215	P CUL CL A 1 10	1,005.000	FOOT	55.0000	55,275.00
542A0217	P CUL CL A 1 12	30.000	FOOT	60.0000	1,800.00
542A0220	P CUL CL A 1 15	74.000	FOOT	65.0000	4,810.00

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)		
043	13-00092-00-SW (VILLA PARK)	M-4003/186/000	VARIOUS		
PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
54215545	MET END SEC 10	59.000	EACH	400.0000	23,600.00
54215550	MET END SEC 15	1.000	EACH	500.0000	500.00
56400200	FIRE HYDN'TS MOVED SPL	1.000	EACH	6,000.0000	6,000.00
56500600	DOM WAT SER BOX ADJ	61.000	EACH	100.0000	6,100.00
60100905	PIPE DRAINS 4	220.000	FOOT	25.0000	5,500.00
60236200	INLETS TA T8G	8.000	EACH	1,300.0000	10,400.00
60250200	CB ADJUST	11.000	EACH	300.0000	3,300.00
60265700	VV ADJUST	11.000	EACH	300.0000	3,300.00
60500050	REMOV CATCH BAS	1.000	EACH	300.0000	300.00
66900200	NON SPL WASTE DISPOSL	10.000	CU YD	1.0000	10.00
66900450	SPL WASTE PLNS/REPORT	1.000	L SUM	1.0000	1.00
66900530	SOIL DISPOSAL ANALY	1.000	EACH	1.0000	1.00
67100100	MOBILIZATION	1.000	L SUM	25,000.0000	25,000.00
70102620	TR CONT & PROT 701501	1.000	L SUM	7,500.0000	7,500.00
70102640	TR CONT & PROT 701801	1.000	L SUM	5,000.0000	5,000.00
				CONTRACT TOTAL AWARD	1,087,965.38

11:22:20 Monday, June 13, 2016

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

11:19 06/13/16

ACTION: S

VENDOR NUMBER= *****8295

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 06/13/16 AT 11:22 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****8295. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

STATE REQUIRED ETHICAL
STANDARDS GOVERNING CONTRACT
PROCUREMENT: ASSURANCES, CERTIFICATIONS
AND DISCLOSURES

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of Triggi Construction, Inc.

Taxpayer Identification Number (Mandatory) 363168295

for the improvement identified and advertised for bids in the invitation of Bids as:

Contract No. 61C66

DuPage County

Section 13-00092-00-SW (VILLA PARK)

Route VARIOUS

Project M-4003186000

District 1 Construction Funds

District: 1; County: DuPage; Section: 13-00092-00-SW (VILLA PARK); Route: VARIOUS; Project: C-91-250-13

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents shall govern performance and payments.

3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. EXECUTION OF CONTRACT AND CONTRACT BOND. The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. PROPOSAL GUARANTY. Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>		<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to		\$5,000.....	\$150	\$2,000,000	to	\$3,000,000.....	\$100,000
\$5,000	to	\$10,000.....	\$300	\$3,000,000	to	\$5,000,000.....	\$150,000
\$10,000	to	\$50,000.....	\$1,000	\$5,000,000	to	\$7,500,000.....	\$250,000
\$50,000	to	\$100,000.....	\$3,000	\$7,500,000	to	\$10,000,000.....	\$400,000
\$100,000	to	\$150,000.....	\$5,000	\$10,000,000	to	\$15,000,000.....	\$500,000
\$150,000	to	\$250,000.....	\$7,500	\$15,000,000	to	\$20,000,000.....	\$600,000
\$250,000	to	\$500,000.....	\$12,500	\$20,000,000	to	\$25,000,000.....	\$700,000
\$500,000	to	\$1,000,000.....	\$25,000	\$25,000,000	to	\$30,000,000.....	\$800,000
\$1,000,000	to	\$1,500,000.....	\$50,000	\$30,000,000	to	\$35,000,000.....	\$900,000
\$1,500,000	to	\$2,000,000.....	\$75,000	over		\$35,000,000.....	\$1,000,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \$(). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

The proposal guaranty check will be found in the proposal for:

Item 61C66
Section No. 13-00092-00-SW (VILLA PARK)
County DuPage

6. **Combination Bids.** The undersigned further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual proposal comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination. If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.

9. **EXECUTION OF CONTRACT.** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

I acknowledge, understand, and accept these terms and conditions.

Subcontractor

The services of a subcontractor will be used

Yes No Yes (but not known)

I. General

A. Article 50 of the Illinois Procurement Code (Code) establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

I acknowledge, understand, and accept these terms and conditions.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by submission of this electronic bid or execution of the Joint Venture Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

I acknowledge, understand, and accept these terms and conditions.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand, and accept these terms and conditions.

II. ASSURANCES

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

A. Conflicts of Interest

Section 50-13 Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any

person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code. Information concerning the exemption process is available from the Department upon request.

I acknowledge, understand, and accept these terms and conditions.

B. Negotiations

Section 50-15 Negotiations.

It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

I acknowledge, understand, and accept these terms and conditions.

C. Inducements

Section 50-25 Inducements.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract, not making a submission to a vendor portal or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

I acknowledge, understand, and accept these terms and conditions.

D. Revolving Door Prohibition

Section 50-30 Revolving door prohibition.

CPOs, SPOs, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of two (2) years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least six (6) months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

I acknowledge, understand, and accept these terms and conditions.

E. Reporting Anticompetitive Practices

Section 50-40 Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid or submission to a vendor portal is submitted.

I acknowledge, understand, and accept these terms and conditions.

F. Confidentiality

Section 50-45 Confidentiality.

Any CPO, SPO, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

I acknowledge, understand, and accept these terms and conditions.

G. Insider Information

Section 50-50 Insider information.

It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

The bidder assures the Department that it has no knowledge of any facts relevant to the practices

addressed in Section 50-50 which may involve the contract for which the bid is submitted.

I acknowledge, understand, and accept these terms and conditions.

III. Certifications (A - I)

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. Section 50-2 of the Illinois Procurement Code (Code) provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. Bribery

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the

certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

I acknowledge, understand, and accept these terms and conditions.

B. Felons

Section 50-10. Felons.

(a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

I acknowledge, understand, and accept these terms and conditions.

C. Debt Delinquency

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

I acknowledge, understand, and accept these terms and conditions.

D. Prohibited Bidders, Contractors, and Subcontractors

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred

from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

I acknowledge, understand, and accept these terms and conditions.

E. Section 42 of the Environment Protection Action

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

I acknowledge, understand, and accept these terms and conditions.

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act, no State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan.

The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

I acknowledge, understand, and accept these terms and conditions.

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/33E-11.

(a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director,

officer or a high managerial agent in behalf of the corporation.

The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

I acknowledge, understand, and accept these terms and conditions.

H. International Anti-Boycott

Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

The bidder makes the certification set forth in Section 5 of the Act.

I acknowledge, understand, and accept these terms and conditions.

I. Drug Free Workplace

1. The Illinois Drug Free Workplace Act applies to this contract and it is necessary to comply with the provisions of the Act if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

I acknowledge, understand, and accept these terms and conditions.

III. Certification (J)

Section 50-36 of the Code provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

(1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.

(2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million

in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code may cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

- Company has no business operations in Iran to disclose.
- Company has business operations in Iran as disclosed on the attached document.
(Attached documents, if any, appear at the end of the report)

III. Certification (L)

L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals or any other procurement opportunity is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance

with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Code, and that it makes the following certification:

The bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Code. This provision does not apply to Federal-aid contracts.

I acknowledge, understand, and accept these terms and conditions.

III. Certification (M)

M. Lobbyist Disclosure

Section 50-38 of the Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The CPO shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

- Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract .
- Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract .

IV. Disclosures (A and B)

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

I acknowledge, understand, and accept these terms and conditions.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$50,000 and all submissions to a vendor portal shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

The current annual salary of the Governor is \$177,412.00.

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification.

I acknowledge, understand, and accept these terms and conditions.

IV. Disclosures (Form A/10K Report)

Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of the Form A or the 10K Report.

I certify that my Financial Disclosure Information (Form A) is updated and accurate according to instructions on the IDOT website.

I certify my 10K report is updated, accurate and has been uploaded to iCX.

IV. Disclosures (Form B)

I certify that my Contract and Procurement Information (Form B) is updated and accurate according to instructions on the IDOT website

Yes No

AR - Workforce Projection Instructions

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights' Act are applicable to bidders on all construction contracts advertised by the Illinois Department of Transportation:

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- a. All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- b. The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- c. The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

I acknowledge, understand, and accept these terms and conditions.

AR- Workforce Projection Form (BC 1256)



Illinois Department of Transportation

Contract No. 61C66
 DuPage County
 Section 13-00092-00-SW (VILLA PARK)
 Project M-4003186000
 Route VARIOUS
 District 1 Construction Funds

Part 1. IDENTIFICATION

Department of Human Rights 95831-00
 Name of Bidder Triggs Construction, Inc.

Duration of Project 60 working days

Part II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a project for minority and female employee utilization in all job categories in the workforce to be allocated to this contract.

TOTAL Workforce Projection for Contract														CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT					
JOB CATEGORIES	TOTAL EMPLOYEES		MINORITY EMPLOYEES								TRAINEES				TOTAL EMPLOYEES		MINORITY EMPLOYEES		
			BLACK		HISPANIC		ASIAN		NATIVE AMERICAN		APPRENTICES		ON THE JOB TRAINEES						
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
OFFICIAL (MANAGERS)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUPERVISORS	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FOREMAN	5	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3	0
CLERICAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EQUIPMENT OPERATORS	5	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3	0
MECHANICS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRUCK DRIVERS	10	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	6	0
IRONWORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CARPENTERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CEMENT MASONS	4	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	0
ELECTRICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PIPEFITTERS, PLUMBERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PAINTERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS, SEMI-SKILLED	30	5	0	1	25	0	0	0	0	0	0	0	0	0	0	0	0	25	1
LABORERS, UNSKILLED	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	55	5	0	1	39	0	0	0	0	0	0	0	0	0	0	0	0	39	1

Total Training Projection for Contract										
Employees in Training	TOTAL EMPLOYEES		BLACK		HISPANIC		ASIAN		NATIVE AMERICAN	
	M	F	M	F	M	F	M	F	M	F
APPRENTICES	0	0	0	0	0	0	0	0	0	0
ON THE JOB TRAINEES	0	0	0	0	0	0	0	0	0	0

FOR DEPARTMENT USE ONLY

B. Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that 0 new hires would be recruited from the area in which the contract project is located; and/or 0 new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that 35 persons will be directly employed by the prime contractor and that 25 persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Illinois Department of Human Rights**. B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications. INSTRUCTIONS: All tables must include subcontractor personnel in addition to prime contractor personnel. TABLE A--Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work. TABLE B--Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed. TABLE C--Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

Company: Triggs Construction, Inc.

Telephone Number: (630)584-4490

Address: 1975 Powis Road

AR - Additional Federal Requirements

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273 or FAA), all bidders make the following certifications.

A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.

B. CERTIFICATION EQUAL EMPLOYMENT OPPORTUNITY

1. Have you participated in any previous contracts to subcontracts subject to the equal opportunity clause?

Yes No

2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Opportunity, all reports due under the applicable filing requirements of those organizations?

Yes No

AR - DBE Utilization Plan and Good Faith Effort

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION DOCUMENTS

I acknowledge, understand and accept the terms and conditions of the Disadvantaged Business Enterprise Participation (DBE) special provision.

It is the responsibility of each bidder to determine the results of the Letting and for the low bidder to submit a DBE Utilization Plan consisting of form SBE 2026, and form SBE 2025 for each participating DBE firm, to the Department within five (5) calendar days after the Letting as required by Special Provision.

In accordance with the DBE special provision, the DBE utilization plan and/or Good Faith Effort documents can be scanned and emailed to DOT.DBE.UP@illinois.gov, or faxed to 217-785-1524, or mailed to the following address:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, IL 62764

Bid Document Download

No documents uploaded

BID PROPOSAL SIGNATURE

Confirmation #
3369064
Digital Signature
Giovanni Difruscolo
Timestamp
06/10/2016 8:30 AM

STATE OF ILLINOIS
CONTRACT

ITEM 019

06/10/2016

1. THIS AGREEMENT, made and concluded this 9th day of Aug., 2016
(for Department use only)

between the State of Illinois, acting by and through the Department of Transportation, known as the party of the first, and

Triggi Construction, Inc.

his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Provisions, Proposal and Contract Bond, Recommendation to Award Memorandum, hereto attached, and the Plans for:

Contract 61C66

DuPage County

Section 13-00092-00-SW

Fed. Proj. No. M-4003(186)

Various

District 1

and the "Standard Specifications for Road and Bridge Construction", adopted as specified in the Proposal, are all essential documents of this Contract and are a part thereof.

4. APPLICABLE LAW: This Contract shall be governed by and construed only in accordance with the laws of the State of Illinois. Any action upon, under or by virtue of this Contract, brought by the party of the second part, shall be maintained only in the Illinois Court of Claims and no other court or tribunal of this or any other State or jurisdiction.

5. The contractor and each subcontractor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract for the periods established in Section 20-65 of the Illinois Procurement Code; shall make such records available for review and audit by the Auditor General, Chief Procurement Officer, Internal Auditor, the Department and any participating Federal agency; and shall cooperate fully with any audit.

6. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal Funding source fails to appropriate or otherwise make available funds for this contract.

7. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

STATE OF ILLINOIS
CONTRACT BOND

Bond# 40123637

ITEM 019
06/10/2016

KNOW ALL MEN BY THESE PRESENTS, That we Triggi Construction, Inc.

a Corporation organized under the laws of the State of Illinois

and licensed to do business in the State of Illinois, as Principal, and The Guarantee Company of North America USA
(Name of Surety)

and existing under the laws of the State of Michigan, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto the People of the State of Illinois in the penal sum of

ONE MILLION EIGHTY-SEVEN THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS & 38/100 CENTS (\$1,087,965.38)

lawful money of the United States, well and truly to be paid unto said People of the State of Illinois, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the State of Illinois acting through the Department of Transportation, for the construction of the work designated as:

Contract 61C66

DuPage County

Section 13-00092-00-SW

Fed. Proj. No. M-4003(186)

Various

District 1

which contract is hereby referred to and made a part thereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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



POWER OF ATTORNEY

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

James Stephen Pohl, Carol A. Dougherty, Sherene L. Hemler, James L. Sulkowski, Mike Pohl, Meredith H. Mielke, Jessica L. Ancona, Kirk Liskiewitz
DS&P INSURANCE SERVICES, INC.

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

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

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

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

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

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



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

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

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 21st day of July, 2016

Randall Musselman, Secretary

