Contract

1. THIS CONTRACT (hereinafter referred to as "Contract") is entered into this _____ day of April, 2023 by and between the Village of Oak Park (hereinafter referred to as the "Village"), 123 Madison St., Oak Park, Illinois 60302 acting by and through its President and Board of Trustees and Cerniglia Co., an Illinois corporation with offices at 3421 Lake Street, Melrose Park, Illinois 60160, its executors, administrators, successors, or assigns (hereinafter referred to as the "Contractor") in an amount not to exceed $3,119,566.

2. The following documents set forth the terms of this Contract and are incorporated herein:
    a. The Village of Oak Park's Notice to Bidders, Special Provisions, and Plans for Project 23-1, Sewer and Water Main Improvements;
    b. The Contractor's Proposal dated March 30, 2023; and
    c. The Contract Bond.

3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions, and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control. This Contract shall control to the extent of a conflict with any of the documents referenced in Section 2 above.

4. The Contractor shall at its own cost and expense perform all the work, and furnish all materials and all labor, necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.

5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act.

6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

7. All work for the Augusta Street project location shall be substantially completed on or before August 18, 2023, with a final contract completion date of November 17, 2023, unless additional time is granted in accordance with the specifications.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

_____

By: Kevin J. Jackson
Its: Village Manager

Date: _____, 2023

ATTEST

_____

By: Christina M. Waters
Its: Village Clerk

Date: _____, 2023

CERNIGLIA CO.

_____

By:
Its:

Date: _____, 2023

ATTEST

_____

By:
Its:

Date: _____, 2023

Contract Bond

CERNIGLIA CO., an Illinois corporation with offices at 3421 Lake Street, Melrose Park, Illinois 60160, as PRINCIPAL, and __ _____, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as the "Village") in the penal sum of Three Million One Hundred Nineteen Thousand Five Hundred Sixty Six and 00/100 Dollars ($3,119,566.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors, and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2023.

CERNIGLIA CO.

By:_____
(Signature)

By:_____
(Printed Name)

Its:_____
(Title)

NOTARY PUBLIC
State of Illinois, County of _____

Subscribed and sworn to before me this

_____ day of _____, 2023.

My commission expires _____

_____
(Signature & Seal)

NAME OF SURETY

By:_____
(Signature of Attorney-in-Fact)

NOTARY PUBLIC
State of Illinois, County of _____

Subscribed and sworn to before me this

_____ day of _____, 2023.

My commission expires _____

_____
(Signature & Seal)