


**Village of Oak Park**  
Department of Public Works  
Water & Sewer Division  
**MEMORANDUM**

July 12, 2023

To: Rob Sproule, Public Works Director   
From: Mike Bills, Water & Sewer Superintendent  
Cc: Ken Crowley, Interim Assistant Public Works Director  
Re: Emergency Spending Authority

On July 11, 2023, Water & Sewer Division staff investigated a large sink hole that appeared on N. Taylor Avenue just north of Chicago Avenue. This sink hole is the possible result of a failure of an abandon sewer lateral or the sewer main on N. Taylor Ave. Due to the depth of the sewer main at this location (approximately 20 feet deep), special equipment is necessary to investigate and make the repair. The Village does not have the necessary equipment or expertise to work under these conditions and requests the use of the Village's emergency contractor Cerniglia Co. to complete this repair.

Staff expect the cost of this repair will exceed the current 2023 not to exceed contract amount Cerniglia Co. Cerniglia's knowledge and capabilities are required for this type of repair and they have completed similar repairs to this same sewer pipeline in the past. A repair of this depth will cost approximately \$22,000.00 - \$30,000.00. There are sufficient funds to cover the repair but the funds are not currently allocated to Cerniglia's contract. Staff are requesting emergency spending authority to move forward with the repair and will follow-up with a Board item on July 31, 2023 to amend the agreement with Cerniglia Co.

In addition, staff request emergency spending authority with National Power Rodding to televise this sewer in advance of excavation by Cerniglia Co. to investigate the exact cause of the failure and extent of needed repairs. National Power Rodding has completed numerous televising jobs for the Village and is available for this emergency. The approximate cost will range from \$3,500 - \$6,000.00. There are sufficient funds in Water & Sewer External Support accounts# 5040-43750-781-530667 and 5040-43730-777-530667 to move forward with both of these projects with Village Manager Support. Please let me know if you have any questions or concerns.

**From:** [Jackson, Kevin](#)  
**To:** [Sproule, Robert](#)  
**Cc:** [Bills, Michael](#); [Logan, Vanetta](#)  
**Subject:** Re: N. Taylor Ave Sink Hole - Emergency Spending Authority Request - ACTION REQUESTED  
**Date:** Thursday, July 13, 2023 11:31:14 PM

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I approve. Thanks.

Sent from my iPad

On Jul 12, 2023, at 10:12 AM, Sproule, Robert <[rsproule@oak-park.us](mailto:rsproule@oak-park.us)> wrote:

Kevin,

Please review the attached Memo regarding a request for Emergency Spending Authority related to the sink-hole on N. Taylor . Please respond with your approval or let me know if you have any questions. Thanks!

Rob Sproule  
Public Works Director  
Village of Oak Park, Illinois  
708-358-5700  
[www.oak-park.us](http://www.oak-park.us)  
[Public Works WORKS!](#)

<Emergency Spending Authority Request - Taylor Sink Hole.pdf>



## Agenda Item Summary

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**File #:** RES 22-265, **Version:** 1

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**Submitted By**

Rob Sproule, Public Works Director

**Reviewed By**

A.M. Zayyad

**Agenda Item Title**

**A Resolution Approving the Renewal of the Independent Contractor Agreement with Cerniglia Co. for Village Wide Emergency Water and Sewer Repair Services in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution**

**Overview**

The Village contracts with plumbing contractors for emergency water and sewer repair work in the Village right of way. Work is assigned to contractors when the needed response exceeds internal capacity in terms of personnel and or equipment. Multiple Agreements were signed in Fiscal Year 2021 to ensure adequate coverage in an emergency including an agreement with Cerniglia, Co. The Agreement provides for two possible one (1) year renewals. It is proposed to exercise the second and final of the two possible renewals with Cerniglia Co. for Fiscal Year 2023 for emergency water and sewer repairs.

**Recommendation**

Approve the Resolution.

**Fiscal Impact**

The proposed Fiscal Year 2023 budget provides a total of \$175,000.00 for Emergency Water and Sewer Repair Services in the Water and Sewer Fund, External Support, account no. 5040-43730-777-530667 (\$75,000.00 for Water) and 5040-43750-781-530667 (\$100,000.00 for Sewers).

A total of \$40,000.00 (\$20,000 from each account) is proposed to be awarded to Cerniglia Co. for these services. Agreements with two other contractors for \$40,000.00 each are proposed under other agenda items.

**Background**

The Public Works Department Water and Sewer Division typically make repairs to the water distribution and sewer collection systems with in-house staff. On occasions when in-house staff is unable to make repairs, for instance, when crews are performing snow removal operations, lack the necessary equipment to perform such repairs, or multiple repairs are required simultaneously, an outside water and sewer contractor is called in to make the repair.

In December 2020, Village Staff requested bids for Fiscal Year 2021 Water and Sewer Emergency Repair

Services. Five contractors responded to the request and provided their rates. The Village entered into agreements with the lowest three bidders. The work will be contracted on a job-by-job basis to make needed repairs. The contractor with the most favorable prices is contacted first and if they are not available, the next contractor is contacted. Work will be paid based on the rates provided in the bid.

Staff recommends renewing the agreement with our three current contractors for emergency water and sewer repair services. Cerniglia, Co. has completed this work for the Village in a professional manner and is recommended to continue to provide the Village with this service. The renewals for the other two contractors, Gino's Plumbing and IHC Construction Companies, L.L.C., are under separate agenda items.

#### **Alternatives**

The Board can delay action to gain additional information.

#### **Previous Board Action**

The Village Board approved funding for the program as part of the Fiscal Year 2022 budget and has approved emergency water and sewer repair contractor agreements annually.

#### **Citizen Advisory Commission Action**

N/A.

#### **Anticipated Future Actions/Commitments**

It is anticipated that the Public Works Department will be bringing this agreement to the Village Board annually.

#### **Intergovernmental Cooperation Opportunities**

N/A.

**ORIGINAL****RESOLUTION****A RESOLUTION APPROVING THE RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH CERNIGLIA CO. FOR VILLAGE WIDE EMERGENCY WATER AND SEWER REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$40,000.00 AND AUTHORIZING ITS EXECUTION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Renewal of the Independent Contractor Agreement ("Renewal") with Cerniglia Co. for Village wide emergency water and sewer repair services in an amount not to exceed \$40,000.00 is approved and the Village Manager is authorized to execute the Renewal in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 5<sup>th</sup> day of December, 2022, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Wesley	✓			

**APPROVED** this 5<sup>th</sup> day of December, 2022.

  
 Vicki Scaman, Village President

**ATTEST**

  
 Christina M. Waters, Village Clerk

**RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND CERNIGLIA CO. FOR VILLAGE WIDE EMERGENCY  
WATER AND SEWER REPAIR SERVICES IN 2023 IN AN AMOUNT NOT TO EXCEED \$40,000.00**

**THIS RENEWAL OF THE INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter referred to as the "Renewal") between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Cerniglia Co, (hereinafter referred to as the "Contractor") is entered into as of the effective date set forth below (collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, the Parties previously entered into an Independent Contractor Agreement dated February 2, 2021 ("Agreement"); and

**WHEREAS**, the Parties seek to renew the Agreement pursuant to the terms of the Agreement in an amount not to exceed \$40,000.00.


**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **RENEWAL OF AGREEMENT.** The Agreement between the Parties is hereby renewed pursuant to the terms of the Agreement for an additional one (1) year term beginning on January 1, 2023 and ending on December 31, 2023.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This Renewal shall be effective as of January 1, 2023

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

IN WITNESS WHEREOF, the parties hereto have caused this Renewal 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

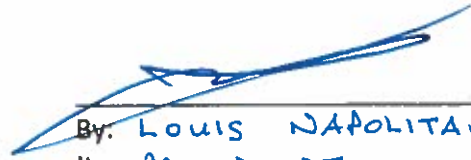
Dated: December 5, 2022

ATTEST

  
By: Christina M. Waters  
Its: Village Clerk


Dated: 12/5, 2022

CERNIGLIA CO.

  
By: LOUIS NAPOLITANO  
Its: PRESIDENT

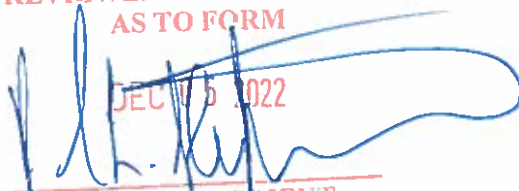
Dated: 12-14, 2022

ATTEST

  
By: RALPH CIMINO  
Its: SECRETARY

Dated: 12-14, 2022

REVIEWED AND APPROVED  
AS TO FORM

  
DEC 15 2022  
LAW DEPARTMENT



item k  
Approved

[Sign In](#)

Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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<b>File #:</b>	RES 21-7	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>	Consent Agenda
		<b>In control:</b>	President and Board of Trustees
<b>On agenda:</b>	2/1/2021	<b>Final action:</b>	
<b>Title:</b>	A Resolution Approving an Independent Contractor Agreement with Cerniglia Co. for Village Wide Emergency Water and Sewer Repair Services in 2021 in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution		
<b>Attachments:</b>	<u>1. Resolution - Cerniglia - Emergency Water and Sewer Repair, 2. Independent Contractor Agreement - Cerniglia - Emergency Water and Sewer Repair, 3. Attachment - 2021 Emergency Water and Sewer Repair Bid Tab, 4. Attachment - Bid Documents - Cerniglia - 2021 Emergency Water and Sewer Repair</u>		

[History \(0\)](#) [Text](#)

#### Submitted By

John P. Wielebnicki, Public Works Director

#### Reviewed By

LKS

#### Agenda Item Title

**A Resolution Approving an Independent Contractor Agreement with Cerniglia Co. for Village Wide Emergency Water and Sewer Repair Services in 2021 in an Amount Not to Exceed \$40,000.00 and Authorizing its Execution**

#### Overview

The Village contracts with plumbing contractors for emergency water and sewer repair work in the Village right of way. Work is assigned to contractors when the needed response exceeds our internal capacity in terms of personnel and or equipment. Multiple Agreements will be proposed to ensure adequate coverage in an emergency situation including this agreement with Cerniglia, Co.



**Recommendation**

Approve the Resolution.

**Fiscal Impact**

The approved Fiscal Year 2021 budget provides a total of \$175,000.00 for Emergency Water and Sewer Repair Services in the Water and Sewer Fund, External Support, account no. 5040-43730-777-530667 (\$75,000.00 for Water) and 5040-43750-781-530667 (\$100,000.00 for Sewers).

A total of \$40,000.00 from these accounts is proposed to be awarded to Cerniglia Co. for these services. Agreements with two other contractors for \$40,000.00 each are proposed under other agenda items.

**Background**

The Public Works Department Water and Sewer Division typically make repairs to the water distribution and sewer collection systems with in-house staff. On occasions when in-house staff is unable to make repairs, for instance when crews are performing snow removal operations, lack the necessary equipment to perform such repairs, or multiple repairs are required simultaneously, an outside water and sewer contractor is called in to make the repair.

In December of 2020, Village Staff requested bids for Fiscal Year 2021 Water and Sewer Emergency Repair Services. Five contractors responded to the request and provided their rates. Staff recommends the Village enter into agreements with the lowest four bidders. The three low bidders will each receive agreements for \$40,000.00. The fourth low bidder will receive a contract for \$10,000.00. The work will be contracted on a job by job basis to make needed repairs. The contractor with the most favorable prices will be contacted first and if they are not available, the next contractor will be contacted. Work will be paid based on the rates provided in the bid.

**Alternatives**

The Board can delay action to gain additional information.

**Previous Board Action**

The Village Board approved funding for the program as part of the Fiscal Year 2021 budget and has approved emergency water and sewer repair contractor agreements annually.

**Citizen Advisory Commission Action**

N/A

**Anticipated Future Actions/Commitments**

It is anticipated that the Public Works Department will be bringing this agreement to the Village Board annually.

**Intergovernmental Cooperation Opportunities**

N/A

**Village of Oak Park 2021 Bid: 21-106**  
**Village Wide Emergency Water and Sewer Repair Work**

Contractor: Cerniglia Co.

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$135.00	\$135.00	\$160.00	\$185.00
Operator	\$165.00	\$165.00	\$190.00	\$215.00
Foreman	\$165.00	\$165.00	\$190.00	\$215.00
<b>Equipment Pricing per Hour</b>				
Service Truck	\$25.00	\$25.00	\$25.00	\$25.00
Backhoe	\$75.00	\$75.00	\$75.00	\$75.00
Semi-Dump	\$25.00	\$25.00	\$25.00	\$25.00
Bobcat	\$35.00	\$35.00	\$35.00	\$35.00
End Loader	\$75.00	\$75.00	\$75.00	\$75.00
Trench Box	\$32.00	\$32.00	\$32.00	\$32.00
<b>Materials:</b>				
CA7 Stone Backfill Installed (per cu. ft.):		\$32.00		
Pavement Restoration (per sq. ft.):		\$15.00		
Disposal of Materials (per cu. yd.):		\$40.00		

Contractor: Garces Contractors LLC

Labor Pricing per Hour	Scheduled Normal Hours	Emergency Normal Hours	Emergency Evening and Saturday Hours	Emergency Sunday and holiday Hours
Laborer	\$124.50	\$124.50	\$165.97	\$207.43
Operator	\$149.50	\$149.50	\$211.10	\$260.85
Foreman	\$129.50	\$129.50	\$172.63	\$215.76
<b>Equipment Pricing per Hour</b>				
Service Truck	\$30.50	\$30.50	\$30.50	\$30.50
Backhoe	\$84.50	\$84.50	\$84.50	\$84.50
Semi-Dump	\$130.00	\$130.00	\$130.00	\$130.00
Bobcat	\$49.50	\$49.50	\$49.50	\$49.50
End Loader	\$84.50	\$84.50	\$84.50	\$84.50
Trench Box	\$49.00	\$49.00	\$49.00	\$49.00
<b>Materials:</b>				
CA7 Stone Backfill Installed (per cu. ft.):		\$16.50		
Pavement Restoration (per sq. ft.):		\$342.00		
Disposal of Materials (per cu. yd.):		\$135.00		

**Village of Oak Park 2021 Bid: 21-106**  
**Village Wide Emergency Water and Sewer Repair Work**

**Contractor: Gino's Heating and Plumbing, Inc.**

<b>Labor Pricing per Hour</b>	<b>Scheduled Normal Hours</b>	<b>Emergency Normal Hours</b>	<b>Emergency Evening and Saturday Hours</b>	<b>Emergency Sunday and holiday Hours</b>
Laborer	\$97.00	\$97.00	\$130.00	\$174.00
Operator	\$120.00	\$120.00	\$162.00	\$216.00
Foreman	\$134.00	\$134.00	\$181.00	\$240.00
<b>Equipment Pricing per Hour</b>				
Service Truck	\$0.00	\$0.00	\$0.00	\$0.00
Backhoe	\$61.00	\$61.00	\$71.00	\$71.00
Semi-Dump	\$65.00	\$65.00	\$75.00	\$75.00
Bobcat	\$50.00	\$50.00	\$60.00	\$60.00
End Loader	\$78.00	\$78.00	\$88.00	\$88.00
Trench Box	\$31.00	\$31.00	\$41.00	\$41.00

**Materials:**

CA7 Stone Backfill Installed (per cu. ft.):	\$112.00
Pavement Restoration (per sq. ft.):	\$12.00
Disposal of Materials (per cu. yd.):	\$33.00

**Contractor: IHC Construction Companies, LLC**

<b>Labor Pricing per Hour</b>	<b>Scheduled Normal Hours</b>	<b>Emergency Normal Hours</b>	<b>Emergency Evening and Saturday Hours</b>	<b>Emergency Sunday and holiday Hours</b>
Laborer	\$100.00	\$100.00	\$130.00	\$160.00
Operator	\$122.00	\$122.00	\$155.00	\$180.00
Foreman	\$110.00	\$110.00	\$142.00	\$176.00
<b>Equipment Pricing per Hour</b>				
Service Truck	\$20.00	\$20.00	\$20.00	\$20.00
Backhoe	\$55.00	\$55.00	\$55.00	\$55.00
Semi-Dump	\$120.00	\$120.00	\$154.00	\$154.00
Bobcat	\$30.00	\$30.00	\$30.00	\$30.00
End Loader	\$50.00	\$50.00	\$50.00	\$50.00
Trench Box	\$80.00	\$80.00	\$80.00	\$80.00

**Materials:**

CA7 Stone Backfill Installed (per cu. ft.):	\$35.00
Pavement Restoration (per sq. ft.):	\$40.00
Disposal of Materials (per cu. yd.):	\$45.00

**Village of Oak Park 2021 Bid: 21-106**  
**Village Wide Emergency Water and Sewer Repair Work**

**Contractor: Mauro Sewer Construction, Inc.**

<b>Labor Pricing per Hour</b>	<b>Scheduled Normal Hours</b>	<b>Emergency Normal Hours</b>	<b>Emergency Evening and Saturday Hours</b>	<b>Emergency Sunday and holiday Hours</b>
Laborer	\$122.00	\$132.00	\$198.00	\$275.00
Operator	\$146.00	\$156.00	\$234.00	\$325.00
Foreman	\$135.00	\$145.00	\$218.00	\$300.00
<b>Equipment Pricing per Hour</b>				
Service Truck	\$25.00	\$25.00	\$25.00	\$50.00
Backhoe	\$50.00	\$50.00	\$50.00	\$100.00
Semi-Dump	\$75.00	\$75.00	\$75.00	\$125.00
Bobcat	\$45.00	\$45.00	\$45.00	\$95.00
End Loader	\$55.00	\$55.00	\$55.00	\$105.00
Trench Box	\$35.00	\$35.00	\$35.00	\$85.00
<b>Materials:</b>				
CA7 Stone Backfill Installed (per cu. ft.):		\$69.00		
Pavement Restoration (per sq. ft.):		\$95.00		
Disposal of Materials (per cu. yd.):		\$60.00		

**ORIGINAL****RESOLUTION**

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT  
WITH CERNIGLIA CO. FOR VILLAGE WIDE EMERGENCY  
WATER AND SEWER REPAIR SERVICES IN 2021 IN AN AMOUNT  
NOT TO EXCEED \$40,000.00 AND AUTHORIZING ITS EXECUTION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") for Village Wide Emergency Water and Sewer Repair Services in 2021 with Cerniglia Co. in an amount not to exceed \$40,000.00 is approved and the Village Manager is authorized to execute the Agreement in substantially the form attached.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 1<sup>st</sup> day of February, 2021, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Buchanan	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla				✓

**APPROVED** this 1<sup>st</sup> day of February, 2021.

  
Anan Abu-Taleb, Village President

**ATTEST**

  
Vicki Scaman, Village Clerk



## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or the "Agreement") is entered into on this 2 day of February, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Cerniglia Co., an Illinois Corporation (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Bid dated December 17, 2020 a copy of which is attached hereto and incorporated herein by reference, to provide Village Wide Emergency Water and Sewer Repair Services (hereinafter referred to as the "Work") for the public ways in the Village (hereinafter referred to as the "Project") pursuant to the Village's Request for Bids dated December 2, 2020, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, it is the intent of the Village and Contractor that the Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

**1. RECITALS INCORPORATED**

The above recitals are incorporated herein as though fully set forth.

**2. SCOPE OF WORK**

The Contractor shall perform the Project in accordance with its Proposal in an amount not to exceed \$40,000.00 ("Contract Price"). The Contractor shall complete the Project in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the Contract Documents. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the

Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

The Contractor shall achieve completion of all work required pursuant to the Contract Documents ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete any or all portions of the Project pursuant to the Contract Documents in a timely fashion, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Project is not completed on time. The Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site.

### **3. DESIGNATED REPRESENTATIVES**

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Director of Public Works or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

### **4. TERM OF CONTRACT**

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The term of this Contract may

be renewed in writing for two (2) additional one (1)-year periods of time pursuant to the consent of the parties.

## 5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

## 6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The



Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

#### **7. COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of Workers Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

#### **8. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

**9. INSURANCE**

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
  - i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
  - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
  - iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.
- (B) **Workers' Compensation:**
  - i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

**(C) Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit	\$1,000,000.00
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**(D) Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

**10. GUARANTY**

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall

not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

**11. AFFIDAVIT OR CERTIFICATE**

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

**12. NOTICES**

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by email or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

**To the Village:**

Village Manager  
Village of Oak Park  
123 Madison St.  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

**To the Contractor:**

Louis Napolitano  
Cerniglia Co.  
3421 Lake St.  
Melrose Park, Illinois 60160  
Email: [LN@cernigliaco.com](mailto:LN@cernigliaco.com)

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**13. AUTHORITY TO EXECUTE**

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

**14. EFFECTIVE DATE**

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

**15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS**

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

**16. INDEPENDENT CONTRACTOR**

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

**17. CONTRACT BOND**

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount five thousand (\$5,000.00) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**18. PREVAILING WAGES**

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage

Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

#### **19. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

#### **20. AMENDMENTS AND MODIFICATIONS**

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**21. NON-WAIVER OF RIGHTS**

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. CONFLICT**

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

**23. HEADINGS AND TITLES**

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

**24. COOPERATION OF THE PARTIES**

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

**25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES**

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**26. CERTIFIED PAYROLL**

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**27. EQUAL OPPORTUNITY EMPLOYER**

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**28. STANDARD OF CARE**

The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.



The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

[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 days and dates set forth below.

VILLAGE OF OAK PARK

  
By: Cara Pavlicek  
Its: Village Manager

Date: 2/2, 2021

CERNIGLIA CO.

  
By: LOUIS NAPOLITANO  
Its: PRESIDENT


Date: 2-5, 2021

ATTEST

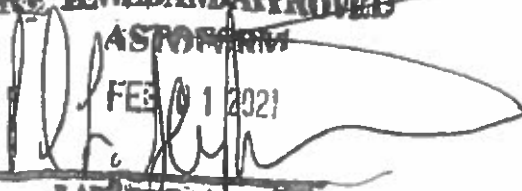
  
By: Vicki Scaman  
Its: Village Clerk

Date: 2/2, 2021

ATTEST

  
By: RALPH CIMINO  
Its: CORPORATE SECRETARY

Date: 2-5, 2021

REVIEWED AND APPROVED  
ASTORIA  
FEB 01 2021  
  
LAW DEPARTMENT

Bond No. 107653528

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Cerniglia Company  
3421 West Lake Street  
Melrose Park, IL 60160-2828

### SURETY:

(Name, legal status and principal place of business)  
Travelers Casualty and Surety Company of America

One Tower Square  
Hartford, CT 06183  
Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

Village of Oak Park  
123 Madison St.  
Oak Park, IL 60302

### CONSTRUCTION CONTRACT

Date: December 5, 2022

Amount: \$ 5,000.00 Five Thousand Dollars and 00/100

### Description:

(Name and location)

Village Wide Emergency Water and Sewer Repair Services, renewal term 01/01/2023 - 12/31/2023

### BOND

Date: December 15, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 5,000.00 Five Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Cerniglia Company

Signature:

Name: LOUIS NAPOLITANO  
and Title: PRESIDENT

### SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name: Kimberly R. Holmes  
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Brown & Brown of Illinois  
263 Shuman Blvd., Suite 110  
Naperville, IL 60563  
630-245-4600

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Bond No. 107653528

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Cerniglia Company  
3421 West Lake Street  
Melrose Park, IL 60160-2828

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of  
America  
One Tower Square  
Hartford, CT 06183  
Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

Village of Oak Park  
123 Madison St.  
Oak Park, IL 60302

### CONSTRUCTION CONTRACT

Date: December 5, 2022

Amount: \$ 5,000.00 Five Thousand Dollars and 00/100

### Description:

(Name and location)

Village Wide Emergency Water and Sewer Repair Services, renewal term 01/01/2023 - 12/31/2023

### BOND

Date: December 15, 2022

(Not earlier than Construction Contract Date)

Amount: \$ 5,000.00 Five Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Cerniglia Company

Signature:

Name: LOUIS NAPOLITANO  
and Title: PRESIDENT

### SURETY

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name: Kimberly R. Holmes  
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Brown & Brown of Illinois  
263 Shuman Blvd., Suite 110  
Naperville, IL 60563  
630-245-4600

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

SS

STATE OF ILLINOIS

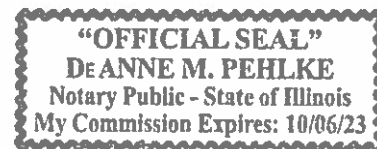
COUNTY OF DuPAGE

I, DeAnne M. Pehlke Notary Public of WILL County, in the State of  
Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the  
Travelers Casualty and Surety  
Company of America who is personally known to me to  
be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that she signed,  
sealed and delivered said instrument, for and on behalf of the  
Travelers Casualty and Surety  
Company of America for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of  
Naperville in said County, this 15<sup>th</sup> day of December A.D., 2022

DeAnne M. Pehlke  
(Notary Public) DeAnne M. Pehlke  
My Commission expires: 10/06/2023

Notary Seal:





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly R. Holmes** of **LISLE**

**Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of December, 2022



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jordan Rinehart
Brown & Brown of Illinois, Inc.	PHONE (A/C, No, Ext): (630) 245-4600
263 Shuman Blvd., Suite 110	FAX (A/C, No): (630) 245-4601
	E-MAIL ADDRESS: Jordan.Rinehart@bbrown.com
Naperville IL 60563	INSURER(S) AFFORDING COVERAGE
	INSURER A: Valley Forge Insurance Company
	INSURER B: The Continental Insurance Company
	INSURER C: National Fire Insurance Company of Hartford
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 22-23 Cemiglia REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			4013054850	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4013054878	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5095095868	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4013054884	10/01/2022	10/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Emergency Water and Sewer Repairs performed under Written Contract or Agreement

Additional Insured on General Liability, Auto Liability, and Umbrella and Waiver of Subrogation on General Liability, Auto Liability, Umbrella and Workers Compensation: Village of Oak Park, its officers, officials, employees, agents and volunteers

## CERTIFICATE HOLDER

## CANCELLATION

Village of Oak Park 123 Madison Street  Oak Park IL 60302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Jordan Rinehart</i>
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## OFFICE OF THE ILLINOIS SECRETARY OF STATE

 JESSE WHITE  
 SECRETARY OF STATE


## Corporation/LLC Search/Certificate of Good Standing

## Corporation File Detail Report

File Number	54298056
Entity Name	CERNIGLIA CO.
Status	ACTIVE

## Entity Information

Entity Type	CORPORATION
Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	Friday, 27 June 1986
State	ILLINOIS
Duration Date	PERPETUAL

## Agent Information

Name	LOUIS D NAPOLITANO III
Address	6 N 241 CIRCLE AVENUE MEDINAH, IL 60157
Change Date	Monday, 9 August 2010

## Annual Report

Filing Date	Thursday, 21 April 2022
For Year	2022

## Officers

President Name & Address	LOUIS D. NAPOLITANO III 6N241CIRCLE AVE MEDINAH, IL 60157
Secretary Name & Address	RALPH CIMINO 260 FRIARS CT ADDISON IL 60101

## Return to Search

[File Annual Report](#)  
[Adopting Assumed Name](#)  
[Articles of Amendment Effecting A Name Change](#)  
[Change of Registered Agent and/or Registered Office](#)
[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

## About Us

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- Secretary of State Jesse White
- Privacy Policy
- Terms of Use

## Social Media



## Contact Us

225 W. Randolph  
 Springfield, IL 62761  
 618.244.3800 or 1-800-244-3800  
[ilsos@ilsos.gov](mailto:ilsos@ilsos.gov)  
[Contact Form](#)