



ORIGINAL

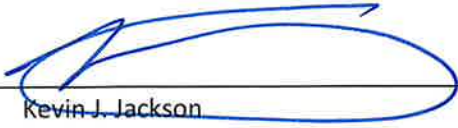
Contract

1. THIS CONTRACT (hereinafter referred to as "Contract") is entered into this 24th 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: 
 Its: Kevin J. Jackson
 Village Manager

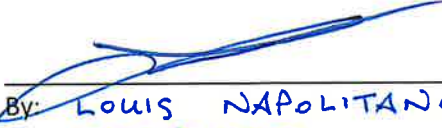
Date: April 28, 2023

ATTEST


 By: Christina M. Waters
 Its: Village Clerk

Date: May 1, 2023

CERNIGLIA CO.

By: 
 Its: Louis Napolitano
 President

Date: MAY 10, 2023

ATTEST


 By: Ralph Cimino
 Its: CORPORATE SECRETARY

Date: MAY 10, 2023

**REVIEWED AND APPROVED
 AS TO FORM**

APR 25 2023


LAW DEPARTMENT

Contract Bond

CERNIGLIA CO., an Illinois corporation with offices at 3421 Lake Street, Melrose Park, Illinois 60160, as PRINCIPAL, and Travelers Casualty and Surety Company of America, 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 5th day of May, 2023.

CERNIGLIA CO.

By: [Signature]
(Signature)

By: Louis Napolitano
(Printed Name)

Its: President
(Title)

NOTARY PUBLIC

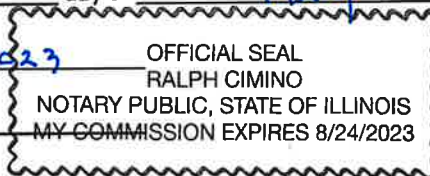
State of Illinois, County of COOK

Subscribed and sworn to before me this

5TH day of MAY, 2023.

My commission expires 8-24-2023

[Signature]
(Signature & Seal)



NAME OF SURETY

By: Rachel E. Hernandez
(Signature of Attorney-in-Fact)

NOTARY PUBLIC *****SEE ATTACHED*****

State of Illinois, County of _____

Subscribed and sworn to before me this

_____ day of _____, 2023.

My commission expires _____

(Signature & Seal)

SS

STATE OF ILLINOIS

COUNTY OF DuPage

I, Kimberly R. Holmes Notary Public of DuPage County, in the State of Illinois do hereby certify that Rachel E. Hernandez 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 5th day of May A.D., 20 23

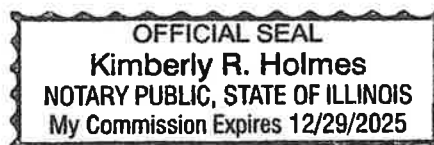


(Notary Public)

Kimberly R. Holmes

My Commission expires: 12/29/2025

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 **Rachel E Hernandez** of **NAPERVILLE, Illinois**, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, 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 **5th** day of **May**, 2023




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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Proposal Cover
(Return with Bid – 1 page)

Project Name: 2023 Sewer and Water Improvements

Project Number: 23-1

Location: Village of Oak Park, Illinois
Augusta Street and Euclid Avenue

Submitted to the President and Board of Trustees

By: CERNIGLIA CO
(Contractor's Name)

3421 LAKE STREET
(Address)

MELROSE PARK, ILL 60160
(City)



Contract Proposal
(Return with Bid – 1 page)

Proposal of CERNIGLIA CO 3421 LAKE ST MELROSE ILL 60160
for Project 23-1, 2023 Sewer and Water Improvements as noted herein and the performance of all appurtenant work thereto.

1. The plans for the proposed work are those prepared by Baxter & Woodman, Inc., 8678 Ridgfield Road, Crystal Lake, Illinois dated March 8, 2023.
2. The specifications referred to herein are those prepared by the Illinois Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" (latest edition) and the "Supplemental Specifications" (latest edition) thereto, the "Standard Specifications for Water and Sewer Construction in Illinois" (latest edition), and the "Manual for Uniform Traffic Control Devices" (latest edition), adopted and in effect on the date of invitation of bids.
3. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
4. The undersigned agrees to begin work on **Augusta Street on June 12, 2023** or later, and **complete** all work on or before the date of **August 18, 2023** unless additional time is granted in accordance with the specifications.
5. The undersigned agrees to **complete** all work for the entire project on or before the date of **November 17, 2023** unless additional time is granted in accordance with the specifications.
6. Accompanying this proposal is a bid bond on the Village Bond form, complying with the specifications, made payable to the Village of Oak Park.
7. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond shall be forfeited to the awarding authority.
8. Each pay item should have a unit price and a total price.
9. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
10. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
11. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
12. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
13. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works" (see Special Provision for details). **The Prevailing Wage Act / Federal Requirements require maintaining and submitting Certified Payroll records monthly for all entities working on this project.**
14. The undersigned submits herewith the Contract Schedule of Prices covering the work to be performed under this contract.



Alternates Form
(Return with Bid – 1 page)

FAILURE TO SUBMIT THIS FORM WITH THE BID FORM SHALL CAUSE REJECTION OF THE BID AS NON-RESPONSIVE.

Bidder submits the following Alternates Form for additions or deductions from that shown on the Bid Form, and agrees that Owner reserves the unrestricted privilege to accept or reject any or all unit prices:

1. Eliminate requirement for metallic zinc coating of ductile iron water mains:

- a. Ductile Iron Water Main, 6-Inch (Deduct) \$ 5²⁵ , Per FOOT
- b. Ductile Iron Water Main, 8-Inch (Deduct) \$ 5⁵⁰ , Per FOOT
- c. Ductile Iron Water Main, 10-Inch (Deduct) \$ 7¹⁵ , Per FOOT
- d. Ductile Iron Water Main, 12-Inch (Deduct) \$ 9⁰⁰ , Per FOOT
- e. Ductile Iron Water Main, 16-Inch (Deduct) \$ 13²⁰ , Per FOOT

The determination of the lowest Bid will be based on the material in the specifications without consideration of the alternate materials listed above. Bidder agrees the Alternates shown above include all overhead, profit, and those costs included in the Cost of the Work.

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM:

BIDDER:

CERNIGLIA CO

By: 

LOUIS NAPOLITANO
PRESIDENT



Proposal Bid Bond
(Return with Bid – 1 page)

WE Cerniglia Company 3421 West Lake Street, Melrose Park, IL 60160-2828 as PRINCIPAL,
and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183 as SURETY, are
held and firmly bound unto the Village of Oak Park, IL (hereafter referred to as "VOP") in the penal sum of 5% of the total bid price,
or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date
of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this
sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the
VOP acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the VOP for the above-designated section and the
PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications
for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it
shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set
forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the
full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective
officers this

30th day of March A.D. 20 23

PRINCIPAL
Cerniglia Company

(Company Name)

By:

(Signature & Title) Louis Napolitano, President

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

SURETY

Travelers Casualty and Surety Company of America

(Name of Surety)

(Company Name)

By:

(Signature & Title)

(Signature of Attorney-in-Fact) Rachel E. Hernandez

NOTARY PUBLIC

State of Illinois, County of DuPage

I, RALPH CIMINO a Notary Public in and for said county, do hereby certify

that LOUIS NAPOLITANO

(Names of individuals signing on behalf of PRINCIPAL ~~XXXXXX~~)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of
PRINCIPAL ~~XXXXXX~~, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this

30th day of March A.D. 2023

My commission expires 8-24-23

(Signature & Seal)

OFFICIAL SEAL
RALPH CIMINO
NOTARY PUBLIC, STATE OF ILLINOIS

Notice:

1. Improper execution of this form (i.e., missing signatures or seals, or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guarantee, it must be on this form and must be submitted with bid.

ss

STATE OF ILLINOIS

COUNTY OF Cook

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois
do hereby certify that Rachel E. Hernandez 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 30th day of March A.D., 2023.

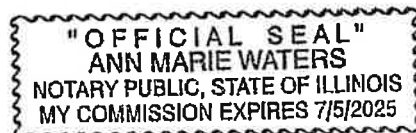
Ann Marie Waters

(Notary Public)

Ann Marie Waters

My Commission expires: 07/05/2025

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 **Rachel E Hernandez** of **NAPERVILLE**, **Illinois**, their true and lawful Attorney(s)-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 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 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 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 each of the Companies, 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 30th day of March, 2023



Kevin E. Hughes

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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Contractor's Certifications

(Return with Bid – 3 pages)

1. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park - Village Code relating to "Bidding Requirements".
2. The individual or entity making the foregoing proposal or bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in civil action.
3. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
4. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

By: LOUIS NAPOLITANO, PRESIDENT
(Name & Title of Authorized Agent)

(Seal – if Corporation)

[Signature]
(Signature)

CERNIGLIA CO
(Company Name)

3421 LAKE ST MELROSE PK IL 60160
(Address)

708 3438586
(Telephone)

NOTARY PUBLIC

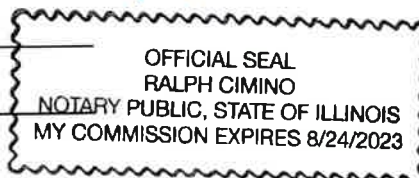
State of Illinois, County of COOK

Subscribed and sworn to before me this

30 TH day of MARCH A.D. 20 23

My commission expires 8-24-23

Ralph Cimino
(Signature & Seal)



Complete the applicable paragraph below.

1. Corporation

The Vendor is a corporation, which operates under the legal name of

CERNIGLIA CO and is organized and existing under the laws of the State of
ILLINOIS.

The full names of its Officers are:

LOUIS NAPOLITANO
(President)

RALPH CIMINO
(Secretary)

DOMINIC NAPOLITANO
(Treasurer)

The corporation does have a corporate seal. (In the event that their proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

2. Partnership

Name, signature, and addresses of all partners:

The partnership does business under the legal name of

_____, which name is registered with the office of
_____ in the county of _____.

3. Sole Proprietor

The Vendor is a sole proprietor whose full name is

_____. If the Vendor is operating under a trade name, said trade name is
_____, which name is registered with the office of
_____ in the county of _____.

Signed: _____
(Sole Proprietor)

Owner and/or Company Officer Information

Please provide the Name, Social Security Number (SSN), Driver's License Number (DLN), and State of Issuance (SOI) for Owner and /or Company Officers.

Name	Title	SSN	DLN	SOI
LOUIS NAPOLITANO	PRESIDENT			IL
RALPH CIMINO	SECRETARY			IL
DOMINIC NAPOLITANO	TREASURER			IL



Fair Employment Practices Affidavit of Compliance
(Return with Bid – 1 page)

This affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

LOUIS NAPOLITANO

(Name of person making the affidavit)

, being first duly sworn, deposes and says that he/she is the

PRESIDENT

(Title or Office)

of

CERNIGLIA CO

(Name of Company)

and that he/she has the authority to make the following affidavit; that he/she has the knowledge of the Village of Oak Park Ordinance relating to Fair Employment Practices and knows and understands the contents thereof; that he/she certifies hereby that

CERNIGLIA CO

(Name of Company)

is an "Equal Opportunity Employer" as defined by

Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.


(Signature of person making the affidavit)

NOTARY PUBLIC

State of Illinois, County of COOK

Subscribed and sworn to before me this

30TH

day of

MARCH

A.D. 20 23

My commission expires 8-24-23


(Signature & Seal)

OFFICIAL SEAL
RALPH CIMINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/2023



E.E.O. Report
(Return with Bid – 2 pages)

Please fill out the form completely. Failure to respond truthfully to any questions on the form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of the proposal. An incomplete form will disqualify the proposal. For assistance in completing this form, contact Elaine Avgoustakis, Civil Engineer at (708) 358-5726.

Vendor Name: CERNIGLIA CO

Check here if the firm is:

☐ MBE

☐ WBE

☐ DBE

☒ Non-M/WBE

If your firm is a M/WBE, please complete the attached M/WBE participation affidavit and include copies of all certification letters.

What is the size of the firm's current stable work force?

11 Number of full-time employees

☐ Number of part-time employees

Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the lowest responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

Vendor Name: CERNIGLIA CO Total Number of Employees: 11

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	<u>1</u>	<u>1</u>										
Professionals	<u>1</u>	<u>1</u>										
Technicians												
Sales Workers												
Office & Clerical	<u>1</u>		<u>1</u>									<u>1</u>
Semi-Skilled												
Laborers	<u>8</u>	<u>8</u>			<u>2</u>							<u>2</u>
Service Workers												
Total	<u>11</u>	<u>10</u>	<u>1</u>		<u>2</u>							<u>3</u>
Management Trainees												
Apprentices												

This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to Include it with your bid will disqualify you from consideration. An EEO-1 Report may be submitted in lieu of this report.

NOTARY PUBLIC

State of Illinois, County of DU PAGE

LOUIS NAPOLITANO being first duly sworn, deposes and says that he/she is the PRESIDENT
(Name of person making the affidavit) (Title or Office)

of CERNIGLIA CO and that the above E.E.O. Report information is true and accurate and is submitted with the intent that
(Name of Company)

it be relied upon. Subscribed and sworn to before me this 30TH day of MARCH A.D. 20 23

My commission expires 8-24-23

Ralph Cimino
(Signature & Seal)



M/WBE

Karen A. Kowalik

(Signature)

Karen A. Kowalik

(Name)

ADVANCED VIDEO SOLUTIONS, INC

(Company)

3/24/2023

(Date)

PRIME BIDDER/PROPOSER

[Signature]
(Signature)

LOUIS NAPOLITANO

(Name)

CERNIGLIA CO

(Company)

3-29-2023

(Date)

NOTARY PUBLIC

State of Illinois, County of COOK

Subscribed and sworn to before me this

24th

day of

MARCH

A.D. 20 23

My commission expires

9/13/2025

[Signature]

(Signature & Seal)





Oak Park

MARKING SPECIALISTS CORPORATION

Schedule C

Letter of Intent from M/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
(Return with Bid if applicable – 2 pages)

(M/WBE Firm)

114 High Road, Unit 1
(Address)

John M. Leonard
(Contact Person)

7/1/2023
(Certification Expiration Date)

23-1

(Contract Number)

Cam, IL 60013
(City/State/Zip Code)

847-4162

(Phone Number/Fax Number)

Hispanic
(Race/Gender)

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

☒ No

☐ Yes – please attach explanation

(Proposed Subcontractor)

The undersigned M/WBE is prepared to provide the following commodities and/or services for the Contract referenced above:

Thermoplastic Pavement Markings

Indicate the total dollar amount, the percentage, and the terms of payment for the above-described commodities and/or services:

See attached quote \$4,000

M/WBE

[Signature]
(Signature)
Steven Seil
(Name)
MARKING SPECIALISTS CORPORATION
(Company)
3/29/2023
(Date)

PRIME BIDDER/PROPOSER

[Signature]
(Signature)
LOUIS NAPOLITANO
(Name)
CERNIGLIA CO
(Company)
3-29-2023
(Date)

NOTARY PUBLIC

State of Illinois, County of Kane

Subscribed and sworn to before me this

29th day of March A.D. 2023

My commission expires 12/06/2024
Judith M. Menard
(Signature & Seal)





Schedule C

Letter of Intent from M/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
(Return with Bid if applicable – 2 pages)

Highway Safety Corporation
(M/WBE/Firm)

23-1
(Contract Number)

1756 Annapolis Court
(Address)

Addison, IL 60101
(City/State/Zip Code)

Alison J. Freeburg-Mroz
(Contact Person)

630 620-7747
(Phone Number/Fax Number)

3-1-24
(Certification Expiration Date)

Hispanic / Male
(Race/Gender)

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

X No

____ Yes – please attach explanation

(Proposed Subcontractor)

The undersigned M/WBE is prepared to provide the following commodities and/or services for the Contract referenced above:

Traffic Control and Protection

Indicate the total dollar amount, the percentage, and the terms of payment for the above-described commodities and/or services:

\$ 31,781.00 - pay when paid by owner

M/WBE

[Signature]
(Signature)

Alison J Freebairn MA02
(Name)

Hyman Satch Corp
(Company)

March 24, 2023
(Date)

PRIME BIDDER/PROPOSER

[Signature]
(Signature)

LOUIS NAPOLITANO
(Name)

CERNIGLIA CO
(Company)

3-29-2023
(Date)

NOTARY PUBLIC

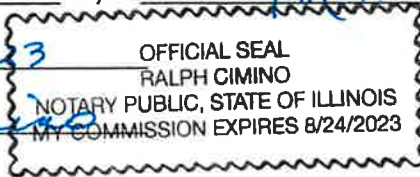
State of Illinois, County of DeAGE

Subscribed and sworn to before me this

29 TH day of MARCH A.D. 20 23

My commission expires 8-24-23

Ralph Cimino
(Signature & Seal)





Schedule D
M/WBE Participation Affidavit
(Return with Bid – 3 pages)

23-1
(Contract Number)

\$ 3,119,545.30
(Contract Value)

LOUIS NAPOLITANO
(Contact Person)

7083438586 7083433451
(Phone Number/Fax Number)

Description of commodities and/or services to be provided by the Bidder/Proposer on this Contract:

WATER & SEWER IMPROVEMENTS

Any questions regarding compliance with these requirements should be directed to:

Finance Department, Village of Oak Park, 123 Madison Street, Oak Park, Illinois 60302; 708-358-5460

I, LOUIS NAPOLITANO, hereby agree to comply with and be bound by the provisions
(Name)

to submit, as part of this bid/proposal, a detailed M/WBE Participation Plan with and at the time and place of the submissions of this bid/proposal; that the M/WBE Participation Plan is an element of bidder/proposer responsiveness and responsibility; and are incorporated as part of the contract; that heirs, executors, and administrators or assigns and any other persons or entities claiming by or through the bidder/proposer including but not limited to insurance companies, bonding companies, or sureties are bound by this agreement; and do declare and affirm that, to the best of my knowledge, information and belief, the facts and representations set forth in this M/WBE Participation Affidavit are true and correct, and that no material facts have been omitted.

[Signature]
(Signature)

LOUIS NAPOLITANO, PRESIDENT
(Name & Title)

CERNIGLIA CO
(Company)

3421 LAKE ST
(Address)

708 343 8586
(Phone Number)

MELROSE AVE IL 60160
(City/State/Zip Code)

NOTARY PUBLIC
State of Illinois, County of COOK

Subscribed and sworn to before me this

30 TH day of MARCH A.D. 20 23

My commission expires 8-24-23

Ralph Cimino
(Signature & Seal)

OFFICIAL SEAL
RALPH CIMINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/2023

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as Prime Bidders/Proposers, Joint Venture Partners, Subcontractors, and/or Suppliers.

Name of M/WBE Firm: ADVANCED VIDEO SOLUTIONS INC Race/Gender: FEMALE
Address: 615 GERRYSHIRE CT
City/State/Zip: SCHAUMBURG, IL 60193
Phone Number/ Fax Number: 847 534 0100
Contact Person: KAREN KOWALIK
Dollar Amount: \$ 1025.00 Percentage: _____
Schedule C Attached? ☒ Yes ☐ No
Description of Commodity and/or Services: VIDEOTAPING

Name of M/WBE Firm: MARKING SPECIALISTS CORP Race/Gender: HISPANIC
Address: 114 HIGH ROAD UNIT 1
City/State/Zip: CARY, IL 60013
Phone Number/ Fax Number: 847 462 0799
Contact Person: JUDITH MENARD
Dollar Amount: \$ 13937.80 Percentage: _____
Schedule C Attached? ☒ Yes ☐ No
Description of Commodity and/or Services: PAVEMENT MARKINGS

Name of M/WBE Firm: HIGHWAY SAFETY CORP Race/Gender: HISPANIC
Address: 156 ARMITAGE CT
City/State/Zip: ADDISON, IL 60101
Phone Number/ Fax Number: 630 620 7747
Contact Person: ALISON FREEBURG-MROZ
Dollar Amount: \$ 31731.00 Percentage: _____
Schedule C Attached? ☒ Yes ☐ No
Description of Commodity and/or Services: TRAFFIC CONTROL

Name of M/WBE Firm: CULY CONTRACTING LLC Race/Gender: FEMALE
Address: 5 INDUSTRIAL PARK DRIVE
City/State/Zip: WINCHESTER, IN 47394
Phone Number/ Fax Number: 765 584 8509
Contact Person: SHELLI GREER
Dollar Amount: \$ 11000.00 Percentage: _____
Schedule C Attached? ☐ Yes ☒ No
Description of Commodity and/or Services: LINESTOP, INSERT VALVE

Name of M/WBE Firm: _____ Race/Gender: _____
Address: _____
City/State/Zip: _____
Phone Number/ Fax Number: _____
Contact Person: _____
Dollar Amount: \$ _____ Percentage: _____
Schedule C Attached? ☐ Yes ☐ No
Description of Commodity and/or Services: _____

Total MBE Dollar Amount: \$ 45448.80 Total MBE Percentage: 1.5
Total WBE Dollar Amount: \$ 12025.00 Total WBE Percentage: .4

N/A

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete, and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records, and files of the joint venture, or those of each partner relevant to the joint venture, by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

If after filing this Schedule D and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

M/WBE PARTNER FIRM

NON-M/WBE PARTNER FIRM

(Company)

(Company)

(Signature of Affiant)

(Signature of Affiant)

(Name & Title of Affiant)

(Name & Title of Affiant)

(Date)

(Date)

NOTARY PUBLIC

State of Illinois, County of _____

On this _____ day of _____ A.D. 20____,

the above signed officers, _____
(Names of Affiants)

personally appeared and, known to me are the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

In witness whereof, I hereunto set my hand and seal.

My commission expires _____

(Signature & Seal)

Village of Oak Park

Bid Tabulations

Project 23-1

Sewer and Water Main Improvements 2023

Bid Opening: 3/30/2023 (10:00 AM)

Cerniglia Co				
Item	Unit	Quantity	Unit Price	Total Cost
1 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	940	\$25.00	\$23,500.00
2 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	447	\$2.00	\$894.00
3 SUPPLEMENTAL WATERING	UNIT	13	\$5.00	\$65.00
4 INLET FILTERS	EACH	39	\$300.00	\$11,700.00
5 AGGREGATE SUBGRADE IMPROVEMENT	CU YD	200	\$34.00	\$6,800.00
6 AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	25	\$52.00	\$1,300.00
7 SUBBASE GRANULAR MATERIAL, TYPE B 2"	SQ YD	730	\$3.00	\$2,190.00
8 SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	1300	\$5.00	\$6,500.00
9 PREPARATION OF BASE (SPECIAL)	SQ YD	7395	\$2.20	\$16,269.00
10 AGGREGATE BASE REPAIR	TON	4881	\$18.00	\$87,858.00
11 SUBGRADE REMOVAL AND REPLACEMENT	CU YD	124	\$42.00	\$5,208.00
12 LONGITUDINAL JOINT SEALANT	FOOT	1956	\$7.50	\$14,670.00
13 BITUMINOUS MATERIALS (TACK COAT)	POUND	3329	\$1.00	\$3,329.00
14 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	218	\$35.00	\$7,630.00
15 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5 MIX "D", N50	TON	930	\$117.00	\$108,810.00
16 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1380	\$110.00	\$151,800.00
17 PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5370	\$9.50	\$51,015.00
18 PORTLAND CEMENT CONCRETE SIDEWALK 7 INCH	SQ FT	865	\$12.00	\$10,380.00
19 PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	495	\$118.00	\$58,410.00
20 PORTLAND CEMENT CONCRETE BASE COURSE 6"	SQ YD	780	\$59.00	\$46,020.00

21	DETECTABLE WARNINGS SPECIAL	SQ FT	300	\$41.00	\$12,300.00
22	PAVEMENT REMOVAL	SQ YD	1431	\$22.00	\$31,482.00
23	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQ YD	7395	\$9.60	\$70,992.00
24	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1810	\$10.00	\$18,100.00
25	SIDEWALK REMOVAL	SQ FT	6495	\$0.50	\$3,247.50
26	CLASS B PATCHES, TYPE I, 8 INCH	SQ YD	25	\$100.00	\$2,500.00
27	CLASS B PATCHES, TYPE II, 8 INCH	SQ YD	60	\$95.00	\$5,700.00
28	CLASS B PATCHES, TYPE III, 8 INCH	SQ YD	110	\$95.00	\$10,450.00
29	CLASS B PATCHES, TYPE IV, 8 INCH	SQ YD	2280	\$83.00	\$189,240.00
30	DOWEL BARS 1 1/4"	EACH	2551	\$12.00	\$30,612.00
31	FRAMES AND LID TO BE ADJUSTED	EACH	27	\$290.00	\$7,830.00
32	FRAMES AND LID TO BE ADJUSTED (SPECIAL)	EACH	27	\$400.00	\$10,800.00
33	NON-SPECIAL WASTE DISPOSAL	CU YD	630	\$88.00	\$55,440.00
34	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	LSUM	1	\$1,650.00	\$1,650.00
35	ON SITE MONITORING OF REGULATED SUBSTANCES	CAL DAY	15	\$890.00	\$13,350.00
36	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	LSUM	1	\$2,000.00	\$2,000.00
37	SOIL DISPOSAL ANALYSIS (SPECIAL)	EACH	1	\$1,700.00	\$1,700.00
38	MOBILIZATION	LSUM	1	\$111,800.00	\$111,800.00
39	SIGN PANEL - TYPE 1	SQ FT	9	\$50.00	\$450.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1454	\$2.50	\$3,635.00
41	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	674	\$3.70	\$2,493.80
42	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	822	\$7.00	\$5,754.00
43	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	310	\$14.20	\$4,402.00
44	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	27	\$86.00	\$2,322.00
45	PRECONSTRUCTION VIDEOTAPING	LSUM	1	\$3,000.00	\$3,000.00
46	CONSTRUCTION STAKING AND LAYOUT	LSUM	1	\$10,000.00	\$10,000.00

47	DUST CONTROL WATERING	LSUM	1	\$3,000.00	\$3,000.00
48	TEMPORARY INFORMATION SIGNING	SQ FT	546	\$9.00	\$4,914.00
49	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SQ YD	270	\$116.00	\$31,320.00
50	HOT-MIX ASPHALT DRIVEWAY SURFACE REMOVAL AND REPLACEMENT	SQ YD	40	\$134.00	\$5,360.00
51	PARKWAY RESTORATION	SQ YD	800	\$31.50	\$25,200.00
52	REMOVE AND REINSTALL EXISTING SIGN PANEL ASSEMBLY	EACH	2	\$400.00	\$800.00
53	TRIAXIAL GEOGRID REINFORCEMENT, TYPE 1	SQ YD	470	\$5.50	\$2,585.00
54	BITUMINOUS MIXTURE FOR MAINTENANCE	SQ YD	2610	\$4.00	\$10,440.00
55	AGGREGATE FOR TEMPORARY ACCESS	SQ YD	440	\$5.00	\$2,200.00
56	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$50,000.00	\$50,000.00
57	TELESCOPING STEEL SIGN SUPPORT	FOOT	15	\$30.00	\$450.00
58	BASES FOR TELESCOPING STEEL SIGN SUPPORT (SPECIAL)	EACH	1	\$400.00	\$400.00
59	COMBINATION CURB AND GUTTER TYPE B-6.12 (MODIFIED)	FOOT	1810	\$44.50	\$80,545.00
60	REMOVE AND REINSTALL BRICK	SQ YD	25	\$90.00	\$2,250.00
61	COMBINATION CURB AND GUTTER REMOVAL & REPLACEMENT	FOOT	300	\$59.00	\$17,700.00
62	TEMPORARY TRAFFIC SIGNAL TIMING	EACH	11	\$480.00	\$5,280.00
63	CHANGEABLE MESSAGE SIGN	CAL WK	14	\$315.00	\$4,410.00
64	MAINTENANCE OF ROADWAYS	LSUM	1	\$2,500.00	\$2,500.00
65	PROJECT ID SIGN	EACH	4	\$600.00	\$2,400.00
66	WASHOUT BASIN	LSUM	1	\$2,500.00	\$2,500.00
67	CONTINGENCY CASH ALLOWANCE	UNIT	1	\$75,000.00	\$75,000.00
68	DUCTILE IRON WATER MAIN, 6 INCH	FOOT	83	\$60.00	\$4,980.00

69	DUCTILE IRON WATER MAIN, 8 INCH	FOOT	1570	\$100.00	\$157,000.00
70	DUCTILE IRON WATER MAIN, 10 INCH	FOOT	12	\$200.00	\$2,400.00
71	DUCTILE IRON WATER MAIN, 12 INCH	FOOT	86	\$82.00	\$7,052.00
72	DUCTILE IRON WATER MAIN, 16 INCH	FOOT	547	\$290.00	\$158,630.00
73	WATER MAIN SPECIAL GASKETS, 6 INCH	EACH	3	\$50.00	\$150.00
74	WATER MAIN SPECIAL GASKETS, 8 INCH	EACH	16	\$56.00	\$896.00
75	WATER MAIN SPECIAL GASKETS, 10 INCH	EACH	2	\$75.00	\$150.00
76	WATER MAIN SPECIAL GASKETS, 12 INCH	EACH	2	\$80.00	\$160.00
77	WATER MAIN SPECIAL GASKETS, 16 INCH	EACH	36	\$148.00	\$5,328.00
78	MISCELLANEOUS FITTINGS	POUND	20000	\$1.00	\$20,000.00
79	WATER VALVES, 8 INCH	EACH	15	\$6,000.00	\$90,000.00
80	WATER VALVES, 10 INCH	EACH	1	\$11,000.00	\$11,000.00
81	WATER VALVES, 12 INCH	EACH	1	\$14,000.00	\$14,000.00
82	WATER VALVES, 16 INCH	EACH	7	\$20,000.00	\$140,000.00
83	INSERTION GATE VALVE, TYPE A, 6 INCH	EACH	2	\$21,000.00	\$42,000.00
84	INSERTION GATE VALVE, TYPE A, 10 INCH	EACH	1	\$31,000.00	\$31,000.00
85	TEMPORARY LINE STOPS, 6 INCH	EACH	2	\$8,500.00	\$17,000.00
86	TEMPORARY LINE STOPS, 8 INCH	EACH	2	\$9,000.00	\$18,000.00
87	TEMPORARY LINE STOPS, 10 INCH	EACH	1	\$8,000.00	\$8,000.00
88	TEMPORARY LINE STOPS, 12 INCH	EACH	1	\$8,500.00	\$8,500.00
89	TEMPORARY LINE STOPS, 16 INCH	EACH	1	\$31,000.00	\$31,000.00
90	WATER VALVE VAULTS, TY A, 4 FOOT, CL	EACH	11	\$5,500.00	\$60,500.00
91	VALVE BOX, 6 INCH	EACH	1	\$900.00	\$900.00
92	VALVE BOX, 8 INCH	EACH	4	\$900.00	\$3,600.00
93	VALVE BOX, 10 INCH	EACH	1	\$900.00	\$900.00
94	VALVE BOX, 12 INCH	EACH	1	\$900.00	\$900.00
95	VALVE BOX, 16 INCH	EACH	8	\$1,100.00	\$8,800.00
96	FIRE HYDRANT TYPE A	EACH	3	\$13,000.00	\$39,000.00

97	CONNECTION TO EX. WATER MAIN (NON-PRESSURE), 6 INCH	EACH	6	\$6,000.00	\$36,000.00
98	CONNECTION TO EX. WATER MAIN (NON-PRESSURE), 8 INCH	EACH	5	\$7,000.00	\$35,000.00
99	CONNECTION TO EX. WATER MAIN (NON-PRESSURE), 10 INCH	EACH	1	\$11,000.00	\$11,000.00
100	CONNECTION TO EX. WATER MAIN (NON-PRESSURE), 12 INCH	EACH	1	\$14,000.00	\$14,000.00
101	CONNECTION TO EX. WATER MAIN (NON-PRESSURE), 16 INCH	EACH	3	\$19,000.00	\$57,000.00
102	CONNECTION TO EX. WATER MAIN (PRESSURE), 6 X 6 INCH	EACH	1	\$12,000.00	\$12,000.00
103	CONNECTION TO EX. WATER MAIN (PRESSURE), 8 X 12 INCH	EACH	1	\$15,000.00	\$15,000.00
104	WATER SERVICE POTHOLING	EACH	1	\$900.00	\$900.00
105	WATER SERVICE LINE, NEAR SIDE, 1 INCH	EACH	5	\$400.00	\$2,000.00
106	WATER SERVICE LINE, FAR SIDE, 1 INCH	EACH	4	\$500.00	\$2,000.00
107	WATER SERVICE LINE, FAR SIDE, 1.5 INCH	EACH	1	\$650.00	\$650.00
108	WATER SERVICE LINE, NEAR SIDE, 2 INCH	EACH	1	\$710.00	\$710.00
109	WATER SERVICE LINE, FAR SIDE, 2 INCH	EACH	1	\$1,050.00	\$1,050.00
110	PRIVATE LEAD WATER SERVICE PIPE REPLACEMENT , 1 INCH	EACH	7	\$5,500.00	\$38,500.00
111	PRIVATE LEAD WATER SERVICE PIPE REPLACEMENT, 1.5 INCH	EACH	1	\$7,500.00	\$7,500.00
112	PRIVATE LEAD WATER SERVICE PIPE REPLACEMENT, 2 INCH	EACH	1	\$9,500.00	\$9,500.00
113	WATER SERVICE CONNECTION, 1 INCH	EACH	9	\$2,300.00	\$20,700.00
114	WATER SERVICE CONNECTION, 1.5 INCH	EACH	1	\$3,000.00	\$3,000.00

115	WATER SERVICE CONNECTION, 2 INCH	EACH	1	\$3,800.00	\$3,800.00
116	PIPE INSULATION	SQ FT	800	\$3.00	\$2,400.00
117	FIRE HYDRANTS TO BE REMOVED	EACH	3	\$2,000.00	\$6,000.00
118	VALVE BOXES TO BE REMOVED	EACH	9	\$600.00	\$5,400.00
119	VALVE VAULTS TO BE REMOVED	EACH	4	\$1,000.00	\$4,000.00
120	VALVE VAULTS TO BE FILLED	EACH	2	\$1,100.00	\$2,200.00
121	CUT AND CAP EX. WATER MAIN, 6 INCH	EACH	8	\$4,500.00	\$36,000.00
122	CUT AND CAP EX. WATER MAIN, 8 INCH	EACH	3	\$4,900.00	\$14,700.00
123	CUT AND CAP EX. WATER MAIN, 10 INCH	EACH	1	\$5,200.00	\$5,200.00
124	CUT AND CAP EX. WATER MAIN, 12 INCH	EACH	1	\$5,300.00	\$5,300.00
125	CUT AND CAP EX. WATER MAIN, 16 INCH	EACH	2	\$10,000.00	\$20,000.00
126	WATER MAIN LEAK DETECTION SURVEY AND REPORT	LSUM	1	\$4,500.00	\$4,500.00
127	STEAM PIPE REMOVAL, 10 INCH	FOOT	10	\$70.00	\$700.00
128	STEAM PIPE REMOVAL, 12 INCH	FOOT	20	\$70.00	\$1,400.00
129	TRENCH UNDERCUT	CU YD	16	\$48.00	\$768.00
130	TRENCH BACKFILL	CU YD	2500	\$30.00	\$75,000.00
131	RAILROAD PERMIT REQUIREMENTS CASH ALLOWANCE	UNIT	50000	\$1.00	\$50,000.00
132	COMBINED SEWER (WMQ), 10 INCH	FOOT	147	\$57.00	\$8,379.00
133	COMBINED SEWER (WMQ), 12 INCH	FOOT	110	\$80.00	\$8,800.00
134	STORM SEWER (WMQ), 6 INCH	FOOT	20	\$40.00	\$800.00
135	STORM SEWER (WMQ), 8 INCH	FOOT	200	\$40.00	\$8,000.00
136	STORM SEWER (WMQ), 10 INCH	FOOT	25	\$60.00	\$1,500.00
137	SEWER RISER (WMQ), 8 INCH	FOOT	7	\$70.00	\$490.00
138	RESIDENTIAL SEWER CONNECTION, 6 INCH PVC	FOOT	136	\$20.00	\$2,720.00
139	COMBINED SEWER MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	\$6,000.00	\$24,000.00
140	MANHOLE DROP CONNECTION, 8 INCH	V. FOOT	13	\$1,200.00	\$15,600.00

141	CATCH BASIN, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	4	\$5,000.00	\$20,000.00
142	INLET, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	4	\$3,000.00	\$12,000.00
143	CONNECTION TO EXISTING STRUCTURE	EACH	9	\$3,600.00	\$32,400.00
144	CONNECTION TO EXISTING SEWER MAIN, 6 INCH	EACH	1	\$500.00	\$500.00
145	CONNECTION TO EXISTING SEWER MAIN, 8 INCH	EACH	2	\$550.00	\$1,100.00
146	CONNECTION TO EXISTING SEWER MAIN, 10 INCH	EACH	5	\$700.00	\$3,500.00
147	MANHOLE TO BE RECONSTRUCTED WITH SHOTCRETE	V. FOOT	38	\$430.00	\$16,340.00
148	MANHOLE TO BE REMOVED	EACH	1	\$2,000.00	\$2,000.00
149	PLUG SEWER, 6 INCH	EACH	6	\$1,000.00	\$6,000.00
150	TRENCH BACKFILL	CU YD	330	\$32.00	\$10,560.00
151	BUILDING SERVICE IDENTIFICATION (SANITARY)	EACH	7	\$300.00	\$2,100.00
152	EXPLORATORY EXCAVATION	FOOT	100	\$22.00	\$2,200.00
					\$3,119,565.30

I acknowledge the receipt of this addendum by signing the acknowledgement. The addendum needs to be signed and included with the bid. Failure to properly acknowledge this addendum as noted above may result in disqualification of the associated bid.

End of Addendum No. 1

I acknowledge the receipt of Addendum No. 1 for the referenced project:
Signed:

Name Galyle Cimini

Name of Company Cesiglia Co

Elaine Avgoustakis
Civil Engineer
Village of Oak Park
201 South Blvd
Oak Park, IL 60302
708.358.5726
eavgoustakis@oak-park.us

ADDENDUM NO. 2

MARCH 28, 2023

SEWER AND WATER IMPROVEMENT PROJECT

PROJECT 23-1

VILLAGE OF OAK PARK

PUBLIC WORKS CENTER

201 SOUTH BLVD

COOK COUNTY, ILLINOIS

PROPOSAL DUE DATE: 10:00 AM, MARCH 30, 2023

The addendum forms a part of the Contract Documents and amends the original documents and the Plans and the Special Provisions. Where any part of the contract documents is amended, the unaltered provisions are to remain in effect.

This is the only notice you receive, with no follow up by mail.

The Bidding Documents are amended as follows:

1. SPECIAL PROVISIONS

A. ADD THE FOLLOWING REPORT TO SPECIAL PROVISIONS:

Soil and Material Consultants Augusta Street pH Testing Report dated July 14, 2022

I acknowledge the receipt of this addendum by signing the acknowledgement. The addendum needs to be signed and included with the bid. Failure to properly acknowledge this addendum as noted above may result in disqualification of the associated bid.

End of Addendum No. 2

I acknowledge the receipt of Addendum No. 2 for the referenced project:

Signed:

Name Galpe Cimino

Name of Company Cerviglia Co

Elaine Avgoustakis

Civil Engineer

Village of Oak Park

201 South Blvd

Oak Park, IL 60302

708.358.5726

eavgoustakis@oak-park.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2023

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 Brown & Brown of Illinois, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563	CONTACT NAME: Jordan Rinehart	PHONE (A/C, No, Ext): (630) 245-4600	FAX (A/C, No): (630) 245-4601
	E-MAIL ADDRESS: Jordan.Rinehart@bbrown.com		
INSURED Cerniglia Company 3421 W Lake St Melrose Park IL 60160-2828	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company		20508
	INSURER B: The Continental Insurance Company		35289
	INSURER C: National Fire Insurance Company of Hartford		20478
	INSURER D: Travelers Property Casualty Company of America		25674
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 22-23 Cerniglia

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			4013054850	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	AUTOMOBILE LIABILITY			4013054878	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			5095095868	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4013054864	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Leased/Rented Equipment			QT-660-365M5028-TIL-22	10/01/2022	10/01/2023	Any One Item	\$250,000

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

RE: #23-1, Sewer & Water Main Improvements

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 and its officers, agents, employees 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 Jordan Rinehart

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: CERNIGLIA COMPANY

Policy No: 4013054850

Endorsement No:

Effective Date:



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: CERNIGLIA COMPANY

Policy No: 4013054850

Endorsement No:

Effective Date:

**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CERNIGLIA COMPANY

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 4013054878

Policy Page: 37 of 131



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 4013054878

Policy Page: 60 of 131



DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CERNIGLIA COMPANY

Endorsement Effective Date: 10/01/2022

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON/ORGANIZATION FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Form No: CA 20 48 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 4013054878

Policy Effective Date:

Policy Page: 50 of 143



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford

Endorsement Expiration Date:

Policy No: WC 4 13054864

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