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**THE VILLAGE OF TINLEY PARK**  
Cook County, Illinois  
Will County, Illinois

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**RESOLUTION**  
**NO. 2020-R-133**

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**A RESOLUTION APPROVING A CONTRACT FOR  
POST 4 IMPROVEMENTS WITH AIRY'S, INC.**

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**JACOB C. VANDENBERG, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
**MICHAEL W. GLOTZ**  
**MICHAEL G. MUELLER**  
**Board of Trustees**

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RESOLUTION NO. 2020-R-133

A RESOLUTION APPROVING A CONTRACT FOR  
POST 4 IMPROVEMENTS WITH AIRY'S, INC.

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Airy's, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 15<sup>TH</sup> day of December, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


AYES:

NAYS:

ABSENT:

APPROVED this 15<sup>th</sup> day of December, 2020, by the President of the Village of Tinley Park.

ATTEST  
  
Village Clerk

  
Village President PRO Tem

# EXHIBIT 1

STATE OF ILLINOIS        )  
COUNTY OF COOK         )     SS  
COUNTY OF WILL         )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-133 “**A RESOLUTION APPROVING A CONTRACT FOR POST 4 IMPROVEMENTS WITH AIRY’S, INC.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15<sup>th</sup> day of December, 2020

  
\_\_\_\_\_  
KRISTINA. THIRION, VILLAGE CLERK

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Airy's Inc.** (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Five Hundred Ninety Eight Thousand Forty Two and 00/100 Dollars (598,042.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

**CERTIFICATIONS BY CONTRACTOR**

**Affidavit of Compliance**

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

*For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."*

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Ryan Hill, as PRESIDENT and on behalf  
(Name) (Title)  
of AIRY'S, INC. having been duly sworn under oath certifies that:  
(Contractor)

**Business Organization**

The form of business organization of the Contractor is (check one):

- Sole Proprietor or Partnership       LLC  
 Corporation       Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

12/22/70

Authorized to do business in the State of Illinois: Yes [] No []

Describe supporting documentation attached: IL SOS CERTIFICATE

Federal Employer I.D. #: 30.2898229

Social Security # (if an individual or sole proprietor): \_\_\_\_\_



Registered with Illinois Department of Revenue: Yes  No

Describe supporting documentation attached (if "No," explain): \_\_\_\_\_

Registered with Illinois Department of Employment Security: Yes  No

Describe supporting documentation attached (if "No," explain): RATE DETERMINATION LETTER

**Tax liens or tax delinquencies**

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years Yes  No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes  No

**Employee Classification**

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A  Yes  No

**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes  No

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

**Documentation Attached** (Contractor must initial next to each item):

JW Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

JW Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

JW Form C Additional Information (if required)

JW Certificate of Good Standing  
(or other evidence of compliance with laws pre-requisite to doing business in the state)

JW Illinois Department of Revenue registration

JW Illinois Department of Employment Security registration

JW Standards of Apprenticeship/Apprentice Agreements

JW Substance Abuse Prevention program (or applicable provision from CBA in effect)

JW Written Safety Policy Statement signed by company representative

JW OSHA cards evidencing 10-hour or greater safety program completed, if requested

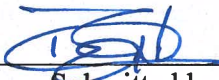
JW Workers' Compensation Coverage

JW Professional or Trade Licenses

**Eligibility to Contract**

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Airy's Inc.  
Name of Contractor (please print)

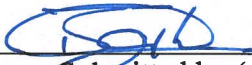
  
Submitted by (signature)

PRESIDENT  
Title

**Certificate of Compliance with Illinois Human Rights Act**

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Airy's Inc.  
Name of Contractor (please print)


  
Submitted by (signature)

PRESIDENT  
Title

**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Airy's Inc.  
Name of Contractor (please print)

  
Submitted by (signature)

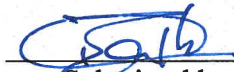
PRESIDENT  
Title

**Certificate Regarding Sexual Harassment Policy**

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Airy's Inc.

Name of Contractor (please print)



Submitted by (signature)

PRESIDENT

Title

**Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act**

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof to the Village of Tinley Park.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Airy's Inc.

Name of Contractor (please print)



Submitted by (signature)

PRESIDENT

Title

**Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

**CONTRACTOR NAME**

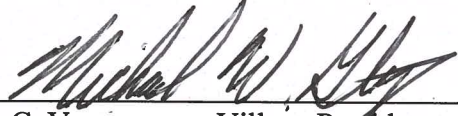
BY: 

12/7/2020  
Date

Printed Name: RYAN HILL

Title: PRESIDENT

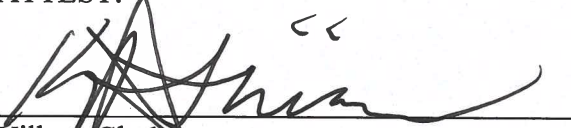
**VILLAGE OF TINLEY PARK**

BY: 

12/15/2020  
Date

Michael W. Glotz Village President PRO Tem  
*(required if Contract is \$20,000 or more)*

**ATTEST:**



12/15/2020  
Date

Village Clerk  
*(required if Contract is \$20,000 or more)*

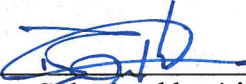
**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Date

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Airy's Inc.  
Name of Contractor (please print)


  
Submitted by (signature)

PRESIDENT  
Title

**Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Airy's Inc.  
Name of Contractor (please print)

  
Submitted by (signature)

PRESIDENT  
Title

**[Signature Page to Follow]**

## **SCOPE OF SERVICES**

### **Scope of work for Post 4 Improvements as detailed below:**

The types of Work to be performed include but are not limited to the following:

- A. Furnish and install new control building including:
  - Pump control panel and SCADA system
  - Electrical distribution panels arranged for 277/480V, 3Ø, 4-wire electric service
  - Variable frequency drives on existing 34 Hp submersible type pumps
- B. Furnish and install new digital transit time flow monitor.
- C. Furnish and install new level management system in existing wet well.
- D. Furnish and install NEMA 4X stainless steel pump cable junction box.
- E. Demolition of existing walk-in style fiberglass control building.
- F. Access drive, sidewalk and landscape restoration.

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)









N/A

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty



## PERFORMANCE BOND

**CONTRACTOR:**

*(Name, legal status and address)*

Airy's, Inc.  
7455 W. Duvan Drive, Tinley Park, IL 60477

**OWNER:**

*(Name, legal status and address)*

Village of Tinley Park  
16250 S Oak Park Ave, Tinley Park, IL 60477

**CONSTRUCTION CONTRACT**

Date: December 15, 2020

Amount: \$598,042.00      Five Hundred Ninety Eight Thousand Forty  
Two Dollars and 00/100

**Description:**

*(Name and location)*

Post 4 Lift Station Improvements CBBEL Project No. 16-0373.00007

**BOND**

Date: December 15, 2020

*(Not earlier than Construction Contract Date)*

Amount: \$598,042.00      Five Hundred Ninety Eight Thousand Forty Two Dollars and 00/100

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL** *(Corporate Seal)*

Company: Airy's, Inc.

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

Name

and Title:

*James Welling*  
**JAMES WELLING**  
**SECRETARY**

**SURETY**

*(Corporate Seal)*

Company: Washington International Insurance Company

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

Name

and Title:

*Carl Dohn, Jr.*  
**Carl Dohn, Jr.**  
**Attorney-in-Fact**



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.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

Dohn & Maher Associates  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

**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** *(Corporate Seal)*

**SURETY**

*(Corporate Seal)*

Company:

Company:

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

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

Name and Title:

Name and Title:

Address

Address



## PAYMENT BOND

**CONTRACTOR:**

*(Name, legal status and address)*

Airy's, Inc.  
7455 W. Duvan Drive, Tinley Park, IL 60477

**SURETY:**

Washington International Insurance Company  
1200 Main Street, Suite 800, Kansas City, MO 64105

**OWNER:**

*(Name, legal status and address)*

Village of Tinley Park  
16250 S Oak Park Ave, Tinley Park, IL 60477

**CONSTRUCTION CONTRACT**

Date: December 15, 2020

Amount: \$598,042.00      Five Hundred Ninety Eight Thousand Forty  
Two Dollars and 00/100

**Description:**

*(Name and location)*

Post 4 Lift Station Improvements CBBEL Project No. 16-0373.00007

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.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**BOND**

Date: December 15, 2020

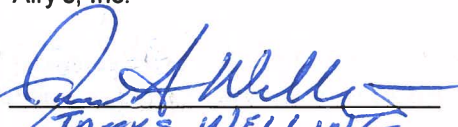
*(Not earlier than Construction Contract Date)*

Amount: \$598,042.00      Five Hundred Ninety Eight Thousand Forty Two Dollars and 00/100

Modifications to this Bond:     None     See Section 18

**CONTRACTOR AS PRINCIPAL**    *(Corporate Seal)*

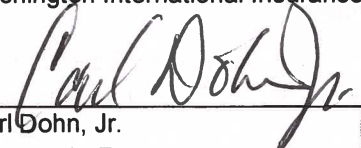
Company: Airy's, Inc.

Signature:   
Name: JAMES WELLING  
and Title: SECRETARY

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

**SURETY**    *(Corporate Seal)*

Company: Washington International Insurance Company

Signature:   
Name: Carl Dohn, Jr.  
and Title: Attorney-in-Fact



*(FOR INFORMATION ONLY – Name, address and telephone)*

**AGENT or BROKER:**

Dohn & Maher Associates  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

**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**

*(Corporate Seal)* **SURETY**

*(Corporate Seal)*

Company:

Company:


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

Name and Title:

Address

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

Name and Title:

Address:

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Carl Dohn, Jr.

Principal: Airy's, Inc. Bond Number: 9195564
Obligee: Village of Tinley Park Bond Amount: See Bond Form
Bond Description: Post 4 Lift Station Improvements CBEL Project No. 16-0373.00007

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of December, 2020.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

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[Extremely faint and illegible body text, possibly a list or report]

[Faint footer text, possibly a date or page number]



AIRYIC1

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2020

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 Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.	847-303-6800		CONTACT NAME:	
			PHONE (A/C, No, Ext): 847-303-6800	FAX (A/C, No): 847-303-6963
			E-MAIL ADDRESS: certificates@dohn.com	
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Valley Forge Insurance Co.				20508
INSURER B: Transportation Ins Co				20494
INSURER C: Continental Insurance Co				35289
INSURER D: Allied World Assurance Co.				19489
INSURER E:				
INSURER F:				

INSURED Airy's Inc.  
7455 W. Duvan Drive  
Tinley Park, IL 60477-3797

## COVERAGES

## CERTIFICATE NUMBER:

## 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			6072420499	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6072420485	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6072420468	09/30/2020	09/30/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	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	7011390037	09/30/2020	09/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented EQ			6072420499	09/30/2020	09/30/2021	300,000 Limit
D	Pollution Liab			0312-4110	06/30/2020	06/30/2022	\$3MM/\$3MM Limits

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

Re: Post 4 Lift Station Improvements, CBEL #16-0373.00007. The following are included as Additional Insured to General Liability (coverage form attached) Automobile and Excess/Umbrella coverage as required by written contract with respects to work performed by the Named Insured: See attached.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Tinley Park 16250 Oak Park Avenue Tinley Park, IL 60462	VILLAGT	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>Carl Dohn Jr.</i>

**NOTEPAD:**

HOLDER CODE **VILLAGT**  
INSURED'S NAME **Airy's Inc.**

**AIRYIC1**  
**OP ID: SM**

PAGE 2  
Date **12/09/2020**

Additional Insureds: Village of Tinley Park; Christopher B. Burke Engineering, LTD.

The General Liability and Automobile Additional Insured is on a Primary and Non-Contributory basis.

Excess/Umbrella Liability coverage is following form.





CNA PARAMOUNT

**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: Airy's, Inc.

Policy No: 6072420499  
Endorsement No:  
Effective Date: 09/30/2020



CNA PARAMOUNT

**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: Airy's, Inc.

Policy No: 6072420499  
Endorsement No:  
Effective Date: 09/30/2020



**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 648A

Airys, Inc.  
7455 Duvan Drive Tinley Park, IL 60477

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$1,500,000.00

001	EARTHWORK	\$925,000
012	DRAINAGE	\$1,500,000
013	DRAINAGE CLEANING	\$200,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/2/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 3/3/2020.

Engineer of Construction



**Record of Past Experience**

**New Applications** - List major projects performed by the contractor's own forces for the previous three (3) fiscal years, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. **Do not include work performed by subcontractors.**

**Renewal Applications** - List major projects performed by the contractor's own forces for the previous fiscal year, including Federal, State, County, City and private work. The total dollar amounts and work category dollar amounts must be listed for each project. **Do not include work performed by subcontractors.**

Please see Appendix "A" of the rules for prequalification to determine the appropriate category for completed work.

Name, Address and Phone Number of Reference	Year	Total in (\$1000's)	Earth-work (\$)	PCC Paving (\$)	HMA Plant Mix (\$)	Land-scaping (\$)	Agg Bases & Surf. (\$)	Str (\$)	Drain (\$)	Elect (\$)	Conc. Const. (\$)	_____ (\$)
West Suburban Water Commission Justice, Illinois 708/458-7010	2019	1370	772						598			
Tinley Park, Village of Tinley Park, Illinois 708/444-5550	2019	1033						328	705			
Illinois American Water Company Lemont, Illinois 630/739-8810	2019	5590						625	4965			
Lockport, City of Lockport, Illinois 815/838-1705	2019	2207						263	1944			
Commercial Recovery Assoc. TPA for Harvey, City of 312/845-5001	2019	390						46	344			
Instituform Technologies Romeoville, Illinois 708/326-5110	2019	1683						201	1482			
JJ Henderson & Son, Inc. Guinee, Illinois 847/244-3222	2019	245						29	216			
Illinois Central Railroad Homewood, Illinois 708/332-3731	2019	301						36	265			
<b>Sub-Total</b>		12819	772					1528	10519			
<b>Sub-Total (page 6)</b>		0	0					0	0			
<b>Total(s)</b>		12819	772					1528	10519			





ILLINOIS

JB Pritzker, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Janel L. Forde, Acting Director

May 5, 2020

Mr. RYAN HILL  
Airy's, Inc.  
7455 W Duvan Drive  
Tinley Park, IL 60477

Dear RYAN HILL:

Re: Veteran Owned Small Business (VOSB)  
SDVOBE Certification Approval  
Certification Term Expires: May 5, 2021

Congratulations! After reviewing the information you supplied, we are pleased to inform you that your firm has been granted certification as a Veteran Owned Small Business (VOSB) under the Veterans Business Program (VBP).

The VBP accepts the United States Department of Veteran Affairs – Center for Veterans Enterprise's certification regarding your business status. This outside certification is in effect with the State of Illinois as long as it is valid with the United States Department of Veteran Affairs – Center for Veterans Enterprise.

At least 15 days prior to the anniversary day of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business or other changes affecting the firm's operations, you are required to notify the VBP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the VBP in the specialty area(s) of:

**NIGP 90975: SITE CLEAN-UP, POST-CONSTRUCTION**  
**NIGP 91200: CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES)**  
**NIGP 91339: CONSTRUCTION, PIPE CULVERT**  
**NIGP 91340: CONSTRUCTION, PIPELINE**  
**NIGP 91345: CONSTRUCTION, SEWER AND STORM DRAIN**  
**NIGP 91381: MAINTENANCE AND REPAIR, SEWER AND STORM DRAIN, INCLUDING REMOVAL**  
**NIGP 91384: MAINTENANCE AND REPAIR, STREETS, MAJOR AND RESIDENTIAL**

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED. Also, please be advised, while this certification does not guarantee you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the procurement bulletins listed that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the VBP. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez  
Certification Manager  
Veterans Business Program





**Subject:** Confirmation Letter - Below is your company's Confirmation Letter indicating its eligibility and expiration date

**From:** "IDHR.PublicContracts" <IDHR.PublicContracts@illinois.gov>

**Sent:** 2/25/2020 8:51:45 AM

**To:** "Ryan Hill" <ryan.hill@airys.com>;



JB Pritzker, Governor  
James L. Bennett, Director

IDHR #:	96693-00
Date Eligible:	02/24/2020
Expires on:	02/24/2025

RYAN HILL  
PRESIDENT  
AIRY'S, INC.  
7455 W. DUVAN DRIVE  
TINLEY PARK, IL 60477

## CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

**DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS.** Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

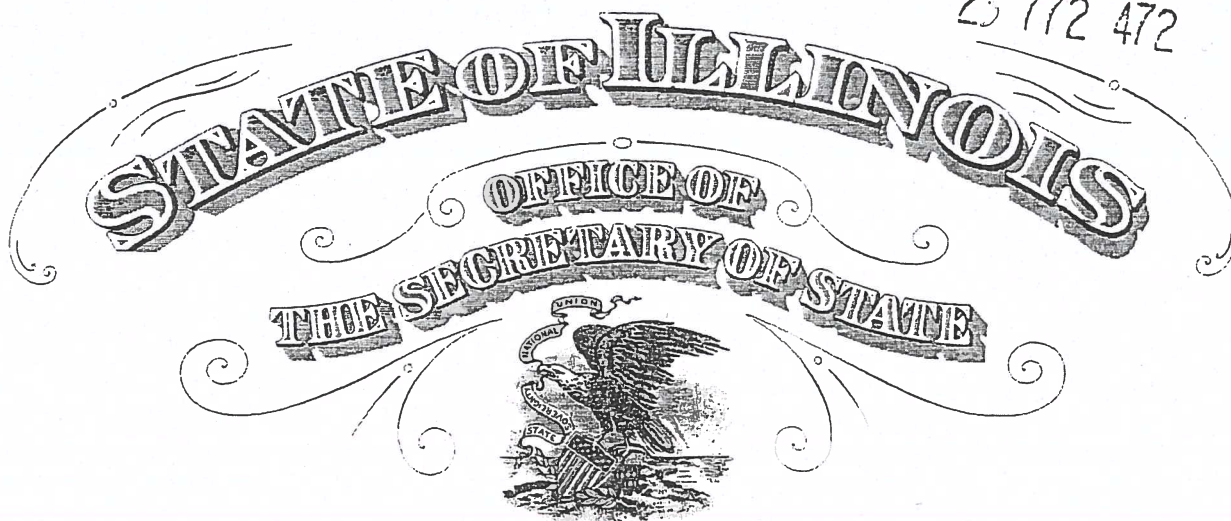
Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942



23 772 472



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and verified, of  
AIRY'S PLUMBING CO., INC.  
 have been filed in the Office of the Secretary of State, on the 22nd  
 day of December A. D. 19 76, as provided by "THE BUSINESS  
 CORPORATION ACT" of Illinois, in force July 13, A. D. 1933.

23 772 472

Now Therefore, I, MICHAEL J. HOWLETT, Secretary of State of the State of Illinois,  
 by virtue of the powers vested in me by law, do hereby issue this certificate of  
 incorporation and attach thereto a copy of the Articles of Incorporation  
 of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to  
 be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield, this 22nd  
 day of December AD. 19 76 and  
 of the Independence of the United States  
 the two hundred and 1st



*Michael J. Howlett*

SECRETARY OF STATE





Office of the Secretary of State Jesse White  
**CYBERDRIVEILLINOIS.COM**

## Corporation/LLC Search/Certificate of Good Standing

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### Corporation File Detail Report

File Number 51058542

Entity Name AIRY'S INC.

Status  
ACTIVE

### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BCA

Incorporation Date (Domestic)  
Wednesday, 22 December 1976

State  
ILLINOIS

Duration Date  
PERPETUAL

### Agent Information

Name  
RYAN E HILL

Address



21825 CHERRY HILL RD  
JOLIET , IL 60433

Change Date  
Wednesday, 2 December 2020

## Annual Report

Filing Date  
Wednesday, 2 December 2020

For Year  
2020

## Officers

President  
Name & Address  
RYAN HILL 7455 W DUVAN DR TINLEY PARK 60477

Secretary  
Name & Address  
JAMES WELLING SAME

## Assumed Name

ACTIVE  
AIRY'S INFRASTRUCTURE

## Old Corp Name

08/26/1988  
AIRY'S PLUMBING CO., INC.

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)





Articles of Amendment Effecting A Name Change  
Change of Registered Agent and/or Registered Office

(One Certificate per Transaction)

This information was printed from [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com), the official website of the Illinois Secretary of State's Office.

Mon Dec 07 2020



# Rate Determination



ides.illinois.gov

#BWNKMGV  
 #CNXX XX36 55XX 9122#  
 AIRY'S INC  
 AIRY'S INC  
 7455 DUVAN DR  
 TINLEY PARK IL 60477-4441

Mail Date: 11/30/2020  
 Letter ID: CNXXXX3655XX9122

Account ID: 1803230  
 Name: AIRY'S INC  
 Protest Due Date: 12/15/2020  
 For Calendar Year: 2021  
 Wage Base: \$12,960.00

## EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2020

$$\text{BENEFIT CHARGES} \times \text{BENEFIT CONVERSION FACTOR} = \text{CONVERTED BENEFIT CHARGES} / \text{TAXABLE WAGES} = \text{BENEFIT RATIO} \times \text{STATE EXPERIENCE FACTOR} + \text{PENALTY RATE} + \text{FUND BUILDING RATE} = \text{CONTRIBUTION RATE (NEW)}$$

\$199,135.00	138.40	275,602.84	1,621,757.87	16.9941	95.00	0.000	0.475	6.875%
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### QUARTERLY DETAIL

QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2017	613.00	34,848.34
Q4/2017	0.00	17,073.45
Q1/2018	21,898.00	319,634.88
Q2/2018	10,899.00	89,488.85
Q3/2018	0.00	65,460.51
Q4/2018	2,290.00	14,182.68
Q1/2019	57,499.00	300,767.78
Q2/2019	23,582.00	148,073.06
Q3/2019	9,366.00	98,965.78
Q4/2019	11,544.00	67,192.26
Q1/2020	61,444.00	370,293.95
Q2/2020	0.00	95,776.33
<b>TOTALS</b>	<b>199,135.00</b>	<b>1,621,757.87</b>

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 6.400% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.000 pays contributions at 5.400% for that quarter.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation. SUCCESSOR ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application MUST SET FORTH SPECIFIC REASONS in support thereof and must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at [mytax.illinois.gov](http://mytax.illinois.gov), postmarked, faxed, or delivered on or before the protest due date indicated above.

