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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION NO. 2023-R-136**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY  
RELOCATION PROJECT (COMED, COMCAST, MCI)**

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**MICHAEL W. GLOTZ, PRESIDENT  
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
KENNETH E. SHAW  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**RESOLUTION NO. 2023-R-136**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND AIRY'S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION  
PROJECT (COMED, COMCAST, MCI)**

**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/an 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**.

**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.

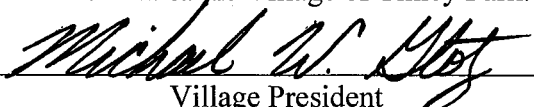
**ADOPTED** this 17th day of October, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this 17<sup>th</sup> day of October, 2023, by the President of the Village of Tinley Park.

  
Village President

**ATTEST:**

  
Deputy Village Clerk

**EXHIBIT 1**

**CONTRACT WITH AIRY'S, INC. FOR THE HELIPAD  
IMPROVEMENTS DRY UTILITY RELOCATION  
PROJECT**

**COMCAST, COMED, MCI INCLUDED**

**Village of Tinley Park**

**SERVICE CONTRACT**

**POLICE STATION & HELIPAD/FIRE TRAINING FACILITY  
DRY UTILITY RELOCATION**

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 **Two Hundred Thirty-Three Thousand Six Hundred Fifty Dollars and Zero Cents (\$233,650.00)**. 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 on or before the dates specified in the Contract, unless otherwise agreed upon by the Village Engineer.
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 waiver 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 and/or Will 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:

Illinois, 1/1/1965

Authorized to do business in the State of Illinois: Yes ☒ No ☐

Describe supporting documentation attached: Certificate of Good Standing

Federal Employer I.D. #: 36-2898229

Social Security # (if an individual or sole proprietor): N/A

Registered with Illinois Department of Revenue: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): W-9 Form

Registered with Illinois Department of Employment Security: Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain): Wage Reporting Requirements

**Tax Liens or Tax Delinquencies:**

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

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

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**Equal Opportunity Employer 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:

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

CD 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.

CD 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.

CD Form C: Additional Information (if required)

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

CD Illinois Department of Revenue registration

CD Illinois Department of Employment Security registration

CD Standards of Apprenticeship/Apprentice Agreements

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

CD Written Safety Policy Statement signed by company representative

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

CD Workers' Compensation Coverage

CD 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)

[Signature]  
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)

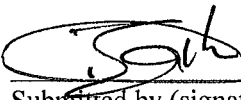
  
Submitted by (signature)

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)

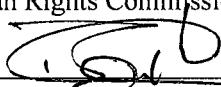
  
Submitted by (signature)

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)  
President  
Title


  
Submitted by (signature)

**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 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.

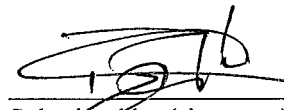
Airy's Inc.  
Name of Contractor (please print)  
President  
Title

  
Submitted by (signature)

**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. 2022-O-032.

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

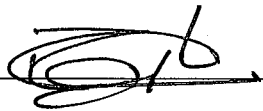
  
Submitted by (signature)

**[Signature Page to Follow]**

**CONTRACTOR**

BY:

Name



Date

10/16/2023

Printed Name

Ryan Hill

Title

President

**VILLAGE OF TINLEY PARK**

BY:

Michael W. Glotz, Village President

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

Date

10/17/23

**ATTEST**

BY:

Deputy

Village Clerk

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

Date

10/17/23

**VILLAGE OF TINLEY PARK**

BY:

Village Manager

Date

**EXHIBIT A:**

**SCOPE OF SERVICES**

The proposed Work consists of the installation of new conduit and wiring, service installation and handholes for proposed dry utility relocation within the 183<sup>rd</sup> Street parkway adjacent to the Police Station & Helipad/Fire Training Facility.

**EXHIBIT B:**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

*(To be provided by Contractor prior to Award of Contract)*



AIRYIC1

OP ID: SM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2023

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).

<b>PRODUCER</b> AssuredPartners - Palatine IL dba Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.		<b>847-303-6800</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 847-303-6800 <b>FAX (A/C, No):</b> 847-303-6963 <b>E-MAIL ADDRESS:</b> certificates.dohn@assuredpartners.com																					
<b>INSURED</b> Airy's Inc. 21825 Cherry Hill Rd Joliet, IL 60433		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Valley Forge Ins Co AXV</td><td>20508</td></tr><tr><td>INSURER B:</td><td>Continental Casualty Co A XV</td><td>20443</td></tr><tr><td>INSURER C:</td><td>Continental Insurance Co AXV</td><td>35289</td></tr><tr><td>INSURER D:</td><td>Allied World Assurance Co. AXV</td><td>19489</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Valley Forge Ins Co AXV	20508	INSURER B:	Continental Casualty Co A XV	20443	INSURER C:	Continental Insurance Co AXV	35289	INSURER D:	Allied World Assurance Co. AXV	19489	INSURER E:			INSURER F:		
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INSURER F:																								

## 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																					
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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) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 7 11390037	09/30/2023	09/30/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	Leased/Rented Eq			6072420499	09/30/2023	09/30/2024	Limit 300,000																					
D	Pollution			0312-4110	06/30/2022	06/30/2024	Limit \$3MM/\$3MM																					

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

Re: Police Station & Helipad/Fire Training Facility Dry Utility Relocation.  
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. Airy's E23-D018

## CERTIFICATE HOLDER

## CANCELLATION

<b>VLGTINL</b>  Village of Tinley Park 16250 Oak Park Ave. Tinley Park, IL 60477	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Carl E. Dohn Jr.</i></p>
--	--

**NOTEPAD:**

HOLDER CODE VLGTLNL  
INSURED'S NAME Airy's Inc.

AIRYIC1  
OP ID: SM

PAGE 2  
Date 10/13/2023

Additional Insureds: Village of Tinley Park, its officers, officials, employees and volunteers; Christopher B Burke Engineering Ltd and its officers, agents and employees.

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

Excess/Umbrella Liability coverage is following form.

A Waiver of Subrogation in favor of the Additional Insureds is included under the Workers Compensation coverage as required by written contract.



**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: 09/30/2023





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: 09/30/2023

**FORM A:**

Subcontractors, if any, who will Perform Work on this Project.

Name	Address	Work to be Performed
Season's Landscaping	18141 Briggs St. Joliet, IL 60432	Landscaping



**FORM B:****Individuals who will perform Work on the project.**

List all individuals who will perform Work on this project with the following information:

Individual is an employee (E) or Independent Contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) count of residence.

Name	E/I	Trade	WC – Y/N	County of Residence
Aaron Love	E	Laborer Foreman	Y	Will
Bernard Klimas, Jr.	E	Laborer Top Man	Y	Cook
Billy Huling	E	Operator Class 1	Y	Will
Brandon Rossiter	E	Laborer Top Man	Y	Will
Brian Edwards	E	Operator	Y	Cook
Bruno Modolo	E	Laborer Top Man	Y	Will
Charles Nardini	E	Operator Class 3	Y	Kane
Daniel Cadena	E	Laborer Foreman	Y	Kendall
David Narkis	E	Laborer Top Man	Y	Grundy
Doug Kiser	E	Laborer Top Man	Y	Will
Doug Nelson	E	Operator Mechanic	Y	Will
Emily Brown	E	Operator Class 3	Y	Porter
Fidel Salinas	E	Laborer Foreman	Y	Cook
Hector Gonzalez	E	Laborer Bottom Man	Y	Kendall
Heriberto Fernandez	E	Operator Class 4	Y	Grundy
Jacob Range	E	Operator Class 4	Y	Grundy
Jaime Newell	E	Laborer Top Man	Y	Will

James Nicosia	E	Operator Class 1	Y	Will
Jason Bettenhausen	E	Operator Class 3	Y	Will
Jeffrey Bettenhausen	E	Laborer Top Man	Y	Will
Joe Allan	E	Laborer Foreman	Y	Will
Joseph Huguelet	E	Laborer Bottom Man	Y	Cook
Josh Gautschy	E	Laborer Top Man	Y	Will
Juan Ponce	E	Laborer Bottom Man	Y	Cook
Kyle Short	E	Laborer Apprentice	Y	Grundy
Matthew Craven	E	Laborer Foreman	Y	Will
Matthew Hareld	E	Laborer Top Man	Y	Will
Matthew Ketelaar	E	Operator Class 1	Y	Will
Matthew Witvoet	E	Operator Class 1	Y	Kankakee
Nels Hanson	E	Laborer Top Man	Y	DeKalb
Nicholas Tedeschi	E	Laborer Top Man	Y	Will
Nick Hedges	E	General Foreman	Y	Cook
Noe Silva	E	Laborer Top Man	Y	Cook
Paul Petry	E	Operator Class 2	Y	Kendall
Rene Silva	E	Laborer Foreman	Y	Cook
Robert Johnson	E	Operator Class 3	Y	Will
Robert Nelson	E	Plumber Foreman	Y	Cook
Sam Buonauro	E	Superintendent	Y	Will
Teddy Diaz	E	Laborer Top Man	Y	Will
Thomas Land	E	Plumber Superintendent	Y	Cook

Thomas Witvoet, Jr.	E	Operator Class 1	Y	Kankakee
Tommy Newton	E	Operator Class 2	Y	Will
Wade Phillips	E	Laborer Top Man	Y	Ogle

\* Please see attached.

**FORM C:**

**Additional Information Required:**

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

**Item I:** List of at least last three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

Additional Information Required:

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

**Item I:** List of at least three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final Price	Subcontractors
Village of Tinley Park LaGrange Rd WM Extension 2022	Joe Fitzpatrick 708.444.5535	\$1,452,000.00	-Davis Concrete Construction -Season Landscape Construction
Village of Tinley Park Western Pressure Zone Booster Pump Station 2022	Joe Fitzpatrick 708.444.5535	\$3,436,250.00	-McGill Construction -Schatz Services -Season Landscape Construction
Illinois American Water Company CS Airport S. Wolf Rd WM Relocation 2022/2023	Eric Lareau 630.739.8837	\$2,311,792.00	-McGill Construction -Season Landscape Construction
Illinois American Water Company Oneida, Bittersweet, Sitka WMR 2022/2023	Eric Lareau 630.739.8837	\$2,149,848.00	-Carlin Moran Landscape, Inc. -Davis Concrete Construction -McGill Construction
Village of Chicago Ridge 99 <sup>th</sup> St Lift Station Improvements 2023	Stan Barwock 708.425.7700	\$1,115,000.00	-Metropolitan Pump Company -McGill Construction
Village of East Hazel Crest Center St Meter Vault & WM Installation 2023	Melanie Arnold 815.412.2707	\$791,250.00	-McGill Construction -Season Landscape Construction
Village of East Hazel Crest Lathrop Ave & 174 <sup>th</sup> St WM Extension 2023	Melanie Arnold 815.412.2707	\$449,950.00	-McGill Construction -Season Landscape Construction



**Item II:**

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.

N/A

Date	Law	Determination	Penalty

Bond No. 9197363

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Airy's, Inc.  
21825 Cherry Hill Road  
Joliet, IL 60433

### SURETY:

(Name, legal status and principal place of business)  
Swiss Re Corporate Solutions Premier Insurance  
Corporation

1200 Main Street, Suite 800  
Kansas City, MO 64105  
Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

### CONSTRUCTION CONTRACT

Date: October 13, 2024

Amount: \$ 233,650.00 Two Hundred Thirty Three Thousand Six Hundred Fifty Dollars and 00/100

### Description:

(Name and location)

Police Station & Helipad/Fire Training Facility Dry Utility Relocation (CBBEL Project No. 16-0373.00031)

### BOND

Date: October 13, 2024

(Not earlier than Construction Contract Date)

Amount: \$ 233,650.00 Two Hundred Thirty Three Thousand Six Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

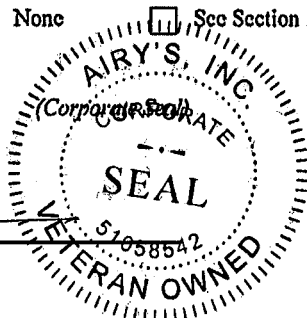
### CONTRACTOR AS PRINCIPAL

Company:

Airy's, Inc.

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

Name Ryan Hill  
and Title: President



### SURETY

Company:

Swiss Re Corporate Solutions Premier Insurance Corporation

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

Name Laura Priester  
and Title: Attorney-in-Fact



Surety Phone No. 847-273-1300

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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

AssuredPartners of Illinois LLC dba Dohn & Maher  
Associates

4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 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.

Bond No. 9197363

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Airy's, Inc.  
21825 Cherry Hill Road  
Joliet, IL 60433

### SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions Premier Insurance  
Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105  
Mailing Address for Notices

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

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

### OWNER:

(Name, legal status and address)

Village of Tinley Park  
16250 South Oak Park Avenue  
Tinley Park, IL 60477

### CONSTRUCTION CONTRACT

Date: October 13, 2024

Amount: \$233,650.00 Two Hundred Thirty Three Thousand Six Hundred Fifty Dollars and 00/100

### Description:

(Name and location)

Police Station & Helipad/Fire Training Facility Dry Utility Relocation (CBBEL Project No. 16-0373.00031)

### BOND

Date: October 13, 2024

(Not earlier than Construction Contract Date)

Amount: \$233,650.00 Two Hundred Thirty Three Thousand Six Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

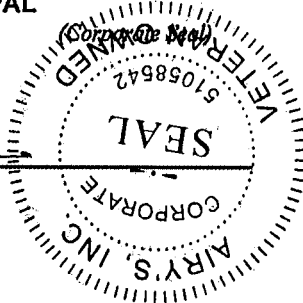
### CONTRACTOR AS PRINCIPAL

Company:

Airy's, Inc.

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

Name Ryan Hill  
and Title: President



### SURETY

Company:

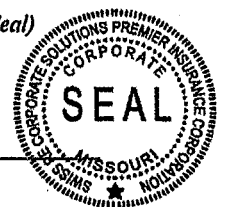
(Corporate Seal)

Swiss Re Corporate Solutions Premier Insurance  
Corporation

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

Name Laura Priester  
and Title: Attorney-in-Fact

Surety Phone No. 847-273-1300



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

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

AssuredPartners of Illinois LLC dba Dohn & Maher  
Associates

4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 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.

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint: **Laura Priester**

**Principal:** Airy's, Inc.

**Obligee:** Village of Tinley Park

**Bond Description:** Police Station & Helipad/Fire Training Facility Dry Utility Relocation (CBBEL Project No. 16-0373.00031)

**Bond Number:** 9197363

**Bond Amount:** See Bond Form

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 SRCSAIC and SRCSPIC at meetings duly called and held on the 9<sup>th</sup> of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any 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 Corporation 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 Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10TH day of NOVEMBER, 20 22

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 10TH day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, 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.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of October, 2024.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC

12/12/22, 11:15 AM

Corporation/LLC Search/Certificate of Good Standing

cyberdriveillinois.com is now ilsos.gov



Office of the Secretary of State Jesse White  
**ilsos.gov**

## Corporation/LLC Search/Certificate of Good Standing

### Corporation File Detail Report

File Number 51058542  
Entity Name AIRY'S INC.  
Status  
ACTIVE

#### Entity Information

Entity Type  
CORPORATION

Type of Corp  
DOMESTIC BOA

Incorporation Date (Domestic)  
Wednesday, 22 December 1976

State  
ILLINOIS

Duration Date  
PERPETUAL

#### Agent Information

12/12/22, 11:15 AM

Corporation/LLC Search/Certificate of Good Standing

RYAN E HILL

Address

21825 CHERRY HILL RD  
JOLIET, IL 60438

Change Date

Wednesday, 2 December 2020

Annual Report

Filing Date

Monday, 24 October 2022

For Year

2022

Officers

President

Name & Address

RYAN HILL 21825 CHERRY HILL ROAD, JOLIET, ILLINOIS 60438

Secretary

Name & Address

STUART JELM 21825 CHERRY HILL ROAD, JOLIET, ILLINOIS 60438

Assumed Name

ACTIVE

AIRY'S INFRASTRUCTURE

Old Corp Name

08/26/1988

AIRY'S PLUMBING CO., INC.



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Alry's, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

21825 Cherry Hill Road.

6 City, state, and ZIP code

Joliet, IL 60433

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- - - - -

or

Employer identification number

3 6 - 2 8 9 8 2 2 9

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## Wage Reporting Requirements

APR 08 REC'D



#BWNKMGV  
#CNXX X151 3598 4727#  
AIRY'S INC  
AIRY'S INC  
21825 S CHERRY HILL RD  
JOLIET IL 60433-8446

Mail Date: 04/02/2022  
Letter ID: ONXXX15135984727

Account ID: 1803230

### Notice of Wage Reporting Requirement Effective 07/01/2022 Electronic Filing Requirement for Employers with 25 or More Employees

Employers who report a total of 25 or more employees (not necessarily all 25 at the same time) during a calendar year will be required to file electronic wage reports on a monthly basis. Monthly wage reporting is a key tool in fighting fraud and decreasing unemployment insurance contribution rates.

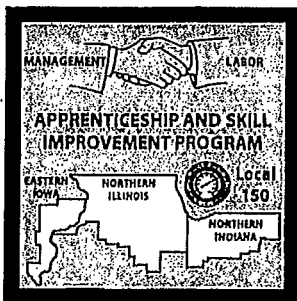
Based on the Department's records, your company reported a total of 25 or more employees for calendar year 2021 and, therefore, you will be required to file electronic wage reports on a monthly basis for the period beginning July 2022 and continuing through June 2023. Failure to submit the wage reports electronically as required, either through MyTaxIllinois.gov, FSET (through QuikBooks or other vendor software), or through the Gateway (used by large service bureaus or employers), will result in a late filing penalty.

1. Reports for the First Two Months of Each Quarter
  1. Reports for each of July, August, October, November, January, February, April and May only include the wages paid for that month and are due on or before the end of the last day of the following month (for example, the July report is due on or before August 31).
  2. Reports should contain only employee names, social security numbers and each employee's total wages for the period being reported.
  3. Unemployment insurance contributions are not calculated or remitted.
2. Reports for the Third Month of Each Quarter
  1. Reports for each of the months of September, December, March and June include the wages paid for the entire quarter which includes that month and are due on or before the end of the last day of the following month (for example, the September report, which will cover the entire third quarter, is due on or before October 31).
  2. Unemployment insurance contributions are calculated and remitted.

Please visit our website [ides.illinois.gov](http://ides.illinois.gov) for information on reporting deadlines, the benefits of electronic reporting, its impact on detection of fraud, improper payments, and late filing penalties. For any other questions, please call us at the number below.

ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY  
33 S STATE ST, 10TH FLOOR  
CHICAGO, IL 60603-2802

Employer Hotline: (800) 247-4984  
Fax: (217) 557-1948



James M. Sweeney / Chairman

David M. Snelten / Secretary

## Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry  
[www.asiplocal150.org](http://www.asiplocal150.org)

September 28, 2022

Emily Brown  
402 Birch Dr.  
Hebron, IN 46341

O A 2      *Changed ✓*

Dear Apprentice:

Our records indicate that effective **September 26, 2022** you have been advanced to the following year of your Apprenticeship Training:

**2.0 YEAR**

This is your letter of verification. If you are working, it is your responsibility to notify your employer that you have been advanced and should be paid accordingly.

If you have any questions concerning this matter, please feel free to contact this office at your convenience.

Sincerely,

James M. Sweeney  
Chairman

JS/je



## Airy's, Inc. Safety Policy

*Airy's, Inc. has long recognized the importance of safety and loss prevention in its operations. We recognize the importance and accept the responsibility and challenge to maintain an environment for Airy's, Inc. Employees that is as safe and free of hazards as possible. Our goal is to keep Airy's, Inc. the best and safest place to work.*

*To accomplish this goal, it is the responsibility of all Airy's, Inc. Employees to maintain a safe work place and to perform each task with an ultimate concern for potential dangers that may exist to them or others around them. Prevention of accidents and injuries is a primary concern, because excessive accident costs not only affect the organization, but each individual Employee. Accident costs must be controlled, and Employee tragedies prevented.*

*To be fully effective, we must consider accident prevention to be an integral part of normal operations. The methods for controlling the cause of accidents must be identical with the methods we use in controlling other operating problems. Conformance to OSHA safety laws and regulations relating to Airy's, Inc. operations is expected. All management and supervisory personnel are expected to be thoroughly familiar with such laws and regulations, and to foster good safety practices and compliance within their own areas of responsibility and authority.*

- Heavy Equipment Operators

Heavy Equipment Operators are the final authority as to the operation of their equipment, and therefore, the responsibility for the safe movement and operation rests solely with the said Operator.

Operators are not to allow anyone to ride in or on their equipment unless the passenger is sitting in an approved seat wearing an approved seatbelt. This means that people riding on the sides of equipment or in the bucket will not be tolerated.

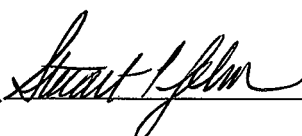
Any time an Operator is at the controls of a machine that is involved in hitting **marked** utilities and/or overhead power lines may be required to take a drug/alcohol test immediately. Failure to do so may be subject to disciplinary action up to and including termination of employment.

- Laborers

Laborers are required to be OSHA certified competent persons. Laborers that are not OSHA certified competent persons are required to attend the next available competent person seminar available through the Local Union Training Center or the Chicagoland Construction Safety Council.

Laborers are to wear hard hats and reflective vests at all times. Hearing and eye protection are to be worn at all times when operating a chop saw, coring machine, or walk behind saw. All other times are at the discretion of the Employee.

I acknowledge that it would be impractical to set forth a list of all unsafe activities. However, I understand these guidelines constitute some of the operating policies and procedures of this organization and that I will abide by the requirements contained therein. I also acknowledge that failure to abide by company policies and procedures, which in the judgment of senior management is not consistent with this policy, shall be grounds for disciplinary action, up to and including termination of employment. I further acknowledge that these guidelines are not an employment contract and that I am an employee at will.

Employee Signature:  Date: 10/16/2023



Workers Compensation And Employers Liability Insurance  
Information Page

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY INFORMATION PAGE**

**Policy Information**

Coverage Provided By	Policy Number
Continental Casualty Company a Stock Insurance Company 151 N Franklin St Chicago, IL 60606  NCCI Carrier Code: 10243	Policy Number: WC 7 11390037 Renewal of: WC 7 11390037

**Item 1 Named Insured and Mailing Address**

AIRY'S INC.  
21825 CHERRY HILL RD  
JOLIET, IL 60433-8448

**Producer Information**

DOHN & MAHER ASSOCIATES  
4811 EMERSON AVE STE 102  
PALATINE, IL 60067-7416

Type of Entity: Corporation (Not Otherwise Classified) Producer Processing Code: 010-011049  
FEIN Number: 36-2898229  
Intrastate ID No.: 120269674

If there are other Named Insureds: See Name and Address Schedule attached.

If there are other work places not shown above: See Name and Address Schedule attached.

**Item 2 Policy Period**

09/30/2022 to 09/30/2023 at 12:01 a.m. Standard Time at the Named Insured's mailing address shown above.

Anniversary Rating Date: NONE

**Item 3 A Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the states listed here:**

States: IL

**Item 3 B Employers Liability Insurance: Part Two of this policy applies to work in each state listed in Item 3 A. The limits of our liability under Part Two are:**

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee

WC000001

Form No: P-33398-E (06-1987)  
Information Page, Page: 1 of 2  
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 11390037  
Policy Effective Date: 09/30/2022  
Policy Page: 13 of 63



Workers Compensation And Employers Liability Insurance  
Information Page

Schedule of Operations

Class Code	Classification of Operations	Estimated Total Annual Remun	Rate per \$100 Remun	Estimated Annual Premium
State - Illinois				
Location 001				
8810	Clerical Office Employees NOC			
5221	Concrete Or Cement Work--Floors, Driveways, Yards Or Sidewalks--& Drivers	If Any		
8227	Construction Or Erection Permanent Yard	50,000		
5606	Contractor--Project Manager, Construction Executive, Construction Manager Or Construction Superintendent	240,000		
6217	Excavation & Drivers	14,000		
0042	Landscape Gardening & Drivers	If Any		
5183	Plumbing NOC & Drivers	If Any		
8742	Salespersons Or Collectors--Outside	If Any		
6306	Sewer Construction--All Operations & Drivers	70,000		
9402	Street Cleaning & Drivers	40,000		
6319	Water Main Or Connection Construction & Drivers	3,000,000		
6319F	Water Main Or Connection Construction & Drivers	If Any		
Subtotal for Location # 001				
0930	Waiver Of Subrogation		0.0200	
9812	Employers Liability Increased Limits		0.0140	
9664	Deductible Credit Subject To Exp Rating		0.0207	
Total Premium subject to Experience Modification				
9898	Final Experience Modification Effective 09/30/2022 Intrastate ID: 120269674		0.8100	
9046	IL Contracting Class Premium Credit		0.6100	
9887	Schedule Modification Adjustment Credit		0.8700	
Total Estimated Standard Premium				
0064	Premium Discount - Non Stock		0.0469	
0900	Expense Constant			

WC000001

Form No: P-33398-E (06-1987)  
Information Page; Page: 1 of 3  
Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 11390037  
Policy Effective Date: 09/30/2022  
Policy Page: 15 of 53



## Construction Invoice

Date: October 14, 2022  
Project Category: Forced Relocate  
City, State: Tinley Park, IL  
Project Name: Tinley Park Helipad  
Project Location: 7850-7750 183rd Street  
Project Type: Forced Relocate

Invoice #: 22363  
PO #: \_\_\_\_\_  
Budget #: 61030  
Business Unit/Division: Central Division  
Region: Chicago  
Entity: 632

**Desired Start Date:**

**Expected Completion Date:**

For Comcast: Calvin Howard Comcast  
Coordinator (Comcast): \_\_\_\_\_ Comcast  
Coordinator (Contractor): \_\_\_\_\_ Hoosier

Business Phone #: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_  
Business Phone #: \_\_\_\_\_

For the Client: Gerry Hennelly/CBBEL  
Requested by: John Urbanski  
Company Name: Village of Tinley Park/Public Works Department  
E-Mail: jurbanski@tinleypark.org

Company Fax #: \_\_\_\_\_  
Company Phone #: 708-444-5500  
Company Address: 7980 W. 183rd Street  
City, State, Zip Tinley Park, IL 60477

**Summary Of Work : Provide Clear Detailed Information**

Relocate approx. 1,700-ft. of existing aerial fiber optic 3-cables and 3-coaxial cables to underground, due to the existing utility poles being removed for the village's Helipad.

**ENGINEERING FEES**

Sub Total Engineering Fees \_\_\_\_\_

**INTERNAL LABOR COST**

Sub Total Internal Labor \$ 3,643.36

**CONTRACT LABOR COST**

Sub Total Contract Labor \$ 86,335.87

**MATERIAL COST**

Total Cable & Material \$ 14,832.14

**TOTAL PROJECT COST \$104,811.37**

Prepared by: Calvin Howard

Preparer's Title: Construction Specialist

Approved by: Robert L. Schuler, Jr.

Approver's Title: Director of Construction

Approver's Signature: \_\_\_\_\_

Date Approved: October 14, 2022

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate. I also understand that I may be separately invoiced for construction costs that may exceed the Total Project Cost, but only for an amount up to 10% additional to the Total Project Cost.

Accepted by: Michael W. Lyle  
Developer/Representative/Owner

Acceptance Date: 10-17-2023

Legal Business Name: Village of Tinley Park

Business Address: \_\_\_\_\_

Contact Name: John Urbanski

Title: Public Works Director

Please remit check and ONE signed original as follows:

Comcast Cable Communications, Inc.  
Attn: Bob Schuler  
688 Industrial Drive  
Elmhurst, IL 60126

Phone No.: 224-229-5861

## SHORT FORM STATEMENT OF WORK

DATE:	05/23/2023	START DATE:	01/03/2022
PROJECT NUMBER:	TBD	COMPLETE DATE:	08/31/2022
PROJECT NAME:	7850 183rd St.Pole Removal,	CONTRACTOR NAME	Telecom Engineering
PROJECT LOCATION:	Tinley Park, IL	CONTRACTOR POC:	Marino Fernandez
PROJECT SITE CODE:	TBD	CONTRACTOR PHONE #:	312-612-5216
COMPANY REP:	Jason Jarvis	MSA CONTRACT No.:	MA-00358-2016
COMPANY PHONE #:	219-314-6926	CONTRACTOR EMAIL:	mfernandez@telecom-eng.com

### SCOPE OF WORK:

1. Network relocation due to construction of a Police Department building in Tinley Park, IL.
2. ALL WORK should be done following MCI Outside Plant Handbook (MCI OPD Handbook) issued April 7, 2005. Invoicing will be done as showing in the Bid Unit Price Schedule. Expected activities for the bid unit pricing are detailed in Section 12 "Bid Units and Call-Outs" of the MCI OSP Handbook.
3. Contractor to adhere to all rules and policies of VzB's FOCUS program as well as construction standards and specifications outlined in the VzB Outside Plant Handbook.
4. Contractor personnel will adhere to all safety practices of VzB and ROW owners.
5. Contractor to coordinate all working hours and restrictions with VzB representative & ROW owners.
6. Contractor to provide a lead superintendent to insure VzB standards are adhered to and report daily progress to the VzB Construction Manager and company representative.
7. Restore work area to previous or better condition.

### BID UNIT PRICE SCHEDULE LUMP SUM/UNIT/HOURLY RATE DETAIL

BID UNIT	DESCRIPTION	UNIT	UNIT RATE	QUANTITY	TOTAL
N59B	ENGINEER BORE / PUSH PIPE.	Foot	\$ 3.00	550	\$ 1,650.00
N88B	ENGINEERING, (LESS THAN 4" OD)	Foot	\$ 0.50	1100	\$ 550.00
N22A	OSP ENGINEERING -FIBER OPTIC CABLE - <= 1,000 FEET	Foot	\$ 0.51	550	\$ 280.50
N05C	ENGINEER TRANSFER OF ATTACHMENTS.	Pole	\$ 26.00	11	\$ 286.00
N07B	ENGINEER ANCHORS / GUYS.	Anchor/guy	\$ 45.50	1	\$ 45.50
EN75B	ENGINEERING, HANDHOLE, REGRADE LIDS / COVERS.	EA	\$ 92.50	1	\$ 92.50
EN15	RIGHT-OF-WAY PERMIT ACQUISITION - COMPLEX.	EA	\$ 331.00	1	\$ 331.00
EN21	TRAFFIC CONTROL PLANS- FEDERAL/STATE/COUNTY/LOCAL	EA	\$ 189.25	3	\$ 567.75
					\$ -
					\$ -
<b>PROPOSAL</b>					<b>\$ 3,808.25</b>



REQUIREMENT DECLARATIONS:

	YES	NO
RAILROAD PROTECTIVE LIABILITY INSURANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PROFESSIONAL LIABILITY INSURANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PAYMENT AND PERFORMANCE BOND	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RETAINAGE HELD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DRAWINGS ATTACHED	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMPLETION REPORT REQUIRED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RECORD LEIN WAIVERS AND PROVIDE COPIES	<input type="checkbox"/>	<input type="checkbox"/>
AFFIDAVIT REQUIRED	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contractor shall prepare one original invoice to be submitted as follows: Verizon Services Operations, Attn: Jason Jarvis; 7719 West 60<sup>th</sup> Place; Summit, IL 60501. In order for Company to properly process and pay Contractor's invoice, all guidelines set forth in MSA must be strictly adhered to. Contractor shall ensure original or copies of all permits received are transmitted to the Verizon Business Right of Way and Municipal Affairs Department, 600 Hidden Ridge, Irving, TX 75038 Attention Robert J. Hayes, copy to Jason Jarvis. Contractor shall prepare Permit Abstract documentation and submit to VERIZON no later than 21 days after project completion.

**AP Customer Service – 1-877-625-4357 Options 2, 1, 3, 3**

CONTRACTOR SHALL ADHERE TO ALL RULES AND POLICIES OF VzB's FOCUS PROGRAM.

THE ABOVE SCOPE OF WORK AND PRICES AGREED BY,



CONTRACTOR SIGNATURE

## SHORT FORM STATEMENT OF WORK

DATE:	10/12/22	START DATE:	10/20/22
PROJECT NUMBER:		COMPLETE DATE:	11/30/22
PROJECT NAME:	183 <sup>rd</sup> St. Pole Removal	CONTRACTOR NAME	Western Utility LLC
PROJECT LOCATION:	Tinley Park IL	CONTRACTOR POC:	Ryan Bollenbacher
PROJECT SITE CODE:	COOIL	CONTRACTOR PHONE #:	630-514-1052
COMPANY REP:	Jason Jarvis	MSA CONTRACT NUMBER:	MA-004909-2014
COMPANY PHONE #:	219-314-6926	CONTRACTOR EMAIL:	ryanb@westernutility.com

### **SCOPE OF WORK:**

- 1. The following is a summary of SOW for this proposal:*

*Relocation and splicing at (1) end for existing 48cnt aerial. All underground ducts placed by others.*

*2. ALL WORK should be done following MCI Outside Plant Handbook (MCI OPD Handbook) issued April 7, 2005. Invoicing will be done as showing in the Bid Unit Price Schedule. Expected activities for the bid unit pricing are detailed in Section 12 "Bid Units and Call-Outs" of the MCI OSP Handbook.*

*3. Contractor to adhere to all rules and policies of VzB's FOCUS program as well as construction standards and specifications outlined in the VzB Outside Plant Handbook.*

*4. Contractor personnel will adhere to all safety practices of VzB and ROW owners.*

*5. Contractor to coordinate all working hours and restrictions with VzB representative & ROW owners.*

*6. Contractor to provide a lead superintendent to insure VzB standards are adhered to and report daily progress to the VzB Construction Manager and company representative.*

*7. Restore work area to previous or better condition.*

BID UNIT PRICE SCHEDULE  
LUMP SUM/UNIT/HOURLY RATE DETAIL

UNIT	UNIT DESCRIPTION	QTY	UNIT RATE	EXTENDED
<b>LABOR</b>				
V176	Delash Existing Fiber	1800	\$ 1.00	\$ 1,800.00
V181	Remove Existing Strand	540	\$ 0.50	\$ 270.00
V144	Relash Fiber	1260	\$ 1.50	\$ 1,890.00
V162	Strand Attachment Hardware	8	\$ 122.00	\$ 976.00
V256	Set HH	1	\$ 600.00	\$ 600.00
V065	Select Backfill	88	\$ 7.00	\$ 616.00
V313	Rod / Proof Existing Conduit	540	\$ 2.60	\$ 1,404.00
V301	Place Underground Fiber	540	\$ 2.00	\$ 1,080.00
V301	Place Tracer Wire	540	\$ 2.00	\$ 1,080.00
V1042	Splicing Set Up	1	\$ 236.00	\$ 236.00
V1038A	Splicing	48	\$ 27.00	\$ 1,296.00
V710A	Night Time Differential - Splicing	24	\$ 40.58	\$ 973.92
V710A	Night Time Differential - Relashing	48	\$ 40.58	\$ 1,947.84
<b>MATERIAL</b>				
V801	Tracer Wire	540	\$ 0.55	\$ 297.00
V801	Handhole	1	\$ 2,355.00	\$ 2,355.00
V801	Landscape Material	1	\$ 125.00	\$ 125.00
V801	Lashing Wire	1	\$ 355.00	\$ 355.00
<b>LABOR TOTAL</b>				\$ 14,169.76
<b>MATERIAL TOTAL</b>				\$ 3,132.00
<b>GRAND TOTAL</b>				\$ 17,301.76

REQUIREMENT DECLARATIONS:

	YES	NO
RAILROAD PROTECTIVE LIABILITY INSURANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PROFESSIONAL LIABILITY INSURANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PAYMENT AND PERFORMANCE BOND	<input type="checkbox"/>	<input checked="" type="checkbox"/>
RETAINAGE HELD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DRAWINGS ATTACHED	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COMPLETION REPORT REQUIRED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
RECORD LEIN WAIVERS AND PROVIDE COPIES	<input type="checkbox"/>	<input type="checkbox"/>
AFFIDAVIT REQUIRED	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contractor shall prepare one original invoice to be submitted as follows: Verizon Services Operations, Attn: John Buher; 7719 West 60<sup>th</sup> Place; Summit, IL 60501. In order for Company to properly process and pay Contractor's invoice, all guidelines set forth in MSA must be strictly adhered to. Contractor shall ensure original or copies of all permits received are transmitted to the Verizon Business Right of Way and Municipal Affairs Department, 600 Hidden Ridge, Irving, TX 75038 Attention Robert J. Hayes, copy to John Buher. Contractor shall prepare Permit Abstract documentation and submit to VERIZON no later than 21 days after project completion.

**AP Customer Service – 1-877-625-4357 Options 2, 1, 3, 3**

CONTRACTOR SHALL ADHERE TO ALL RULES AND POLICIES OF VzB's FOCUS PROGRAM.

THE ABOVE SCOPE OF WORK AND PRICES AGREED BY,

**RYAN BOLLENBACHER**

CONTRACTOR SIGNATURE

# CUSTOMER WORK AGREEMENT

PL#:

CWA#: LU220014 R:0000

Date: 06/15/2022

VIL OF TINLEY PK ("Customer") and ComEd ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at 7850 183RD ST, TINLEY PARK, IL 60477, described below.

## CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER

ADVANCED DEPOSIT ENGINEERING DESIGN	\$33,873.00
<b>TOTAL CUSTOMER CHARGE</b>	<b>\$33,873.00</b>

The Customer agrees to pay to the Company the sum of \$33,873.00, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

### FOR THE COMPANY:

ILYAS MOHIUDDIN

Submitted By

Accepted By

Signature

Print Name

Account Number: 0720268002

Work Task Number: 1813629001

Mail Bills To: VIL OF TINLEY PK  
ORDINANCE CONSIDERATION ACCT  
16250 OAK PARK AVE  
TINLEY PARK, IL 60477

### FOR APPLICANT:

Accepted By

Signature

Michael W. Glotz

Print Name

Village President

Official Capacity

Payment Stamp

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2023-R-136, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY’S, INC. FOR THE HELIPAD IMPROVEMENTS DRY UTILITY RELOCATION PROJECT,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 17<sup>th</sup>, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17<sup>th</sup> day of October, 2023.

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VILLAGE CLERK