
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-140**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AIRY'S, INC. FOR THE POST #3 LIFT STATION (7350 175th ST.) STANDBY
GENERATOR INSTALLATION CONSTRUCTION**

**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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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**.

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 7th day of November, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan

NAYS: None

ABSENT: None

APPROVED this 7th day of November, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**A CONTRACT BETWEEN THE VILLAGE OF
TINLEY PARK AND AIRY'S, INC. FOR THE POST #3
LIFT STATION (7350 175th ST.) STANDBY
GENERATOR INSTALLATION CONSTRUCTION**

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 **Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100 Cents (\$243,550.00)**. 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 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 ARY'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, 11/1/1965

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:

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):

PA 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.

PA 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.

PA Form C Additional Information (if required)

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

PA Illinois Department of Revenue registration

PA Illinois Department of Employment Security registration

PA Standards of Apprenticeship/Apprentice Agreements

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

PA Written Safety Policy Statement signed by company representative

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


PA Workers' Compensation Coverage

PA Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract 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)

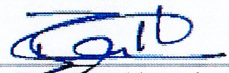

Submitted by (signature)

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)

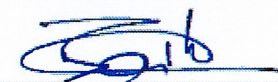

Submitted by (signature)

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)

[Signature]
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)

[Signature]
Submitted by (signature)

President
Title

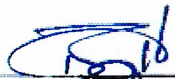
Certificate of Compliance with Prevailing Wage Requirements

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

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)

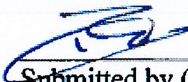

Submitted by (signature)

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. 2022-O-032

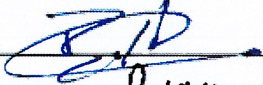
Airy's Inc.
Name of Contractor (please print)


Submitted by (signature)

President
Title

[Signature Page to Follow]

CONTRACTOR NAME

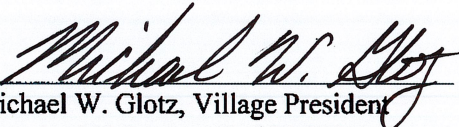
BY: 

10/16/2023
Date

Printed Name: Ryan Hill

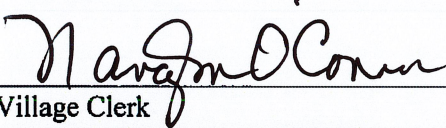
Title: President

VILLAGE OF TINLEY PARK

BY: 
Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

11/7/2023
Date

ATTEST:


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

11/7/2023
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

Exhibit A

SCOPE OF SERVICES

The proposed construction consists of but are not limited to the following:

- A. Furnish and install diesel engine standby generator.
- B. Furnish and install automatic transfer switch (ATS).
- C. Furnish and install ancillary electrical cable and conduit.
- D. Modifications to existing SCADA system and pump control panel.

Proposal Title:
VILLAGE OF TINLEY PARK
Post 3 Pump Station Standby Generator Installation

Dated: October 10, 2023

Exhibit B

INSURANCE REQUIREMENTS

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

INSURANCE - Please submit certificate with your response.

The Contractors must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the Village with evidence of insurance. Insurance in the following types and amounts is necessary:

A. Worker's Compensation and Employer's Liability with limits not less than: 1. Worker's Compensation: Statutory;

2. Employer's Liability: \$1,000,000 injury-per occurrence;

3. To include bodily injury or disease. Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned or rented not less than: 1. Automotive Liability Combined Single Limit: \$1,000,000 per accident

C. Commercial General Liability with coverage written on an "occurrence" as is and with limits no less than: 1. Each Occurrence: \$1,000,000, to include Insurance Services Office (ISO) Form CG 00-01
2. General Aggregate: \$2,000,000

3. Coverage to include products and completed operations property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

D. Professional Liability (if Design/Build) with coverage written on an "occurrence" as is and with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

E. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

F. Coverage's shall include: 1. Premises/Operations

2. Independent Contractors

3. Personal Injury (with Employment Exclusion deleted)

4. Broad Form Property Damage Endorsement

5. Blanket Contractual Liability (must expressly cover the indemnity provisions of this Contract)

G. Umbrella Policy. The required coverage's may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds

the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. This policy should apply to the Commercial General Liability and Motor Vehicle Coverage. Minimum amount \$5,000,000 per occurrence or claim, which may be adjusted dependent on the scope and scale of the project.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.
4. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.
5. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
6. Verification of Coverage: Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
7. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Responder agrees that with respect to the above required insurance, The Village of Tinley Park shall:

- Be named as additional insured **by endorsement** as their interest may appear;
- Be provided within thirty (30) days a notice, in writing, of cancellation or material change; and
- Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies.



AIRYIC1

OP ID: S1

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).

| PRODUCER AssuredPartners - Palatine IL dba 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@assuredpartners.com | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|-------------------------|-------|------------|------------------------------|-------|------------|------------------------------|-------|------------|--------------------------------|-------|------------|--|--|------------|--|--|
| INSURED 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: | | |
| 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: | | | | | | | | | | | | | | | | | | | | | | | | |

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 6072420499 | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,00 MED EXP (Any one person) \$ 15,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00 |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6072420485 | 09/30/2023 | 09/30/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 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 | 09/30/2023 | 09/30/2024 | EACH OCCURRENCE \$ 9,000,00 AGGREGATE \$ 9,000,00 |
| 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 <input checked="" type="checkbox"/> N | N/A | WC 7 11390037 | 09/30/2023 | 09/30/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00 |
| A | Leased/Rented Eq | | | 6072420499 | 09/30/2023 | 09/30/2024 | Limit 300,00 |
| D | Pollution | | | 0312-4110 | 06/30/2022 | 06/30/2024 | Limit \$3MM/\$3MI |

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

Re: CBEL Proj #16-0373 00037 Post 3 Pump Station Standby Generator Installation. 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. Airys #E23-G018

CERTIFICATE HOLDER

CANCELLATION

| | |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VLGTINL Village of Tinley Park 16250 Oak Park Ave. Tinley Park, IL 60477 | 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 |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

NOTEPAD:

HOLDER CODE VLGTLN
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

[illegible]

[illegible]

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 |

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.

[illegible]

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 th 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 th 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. 9197362

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, 2023

Amount: \$ 243,550.00

Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Post 3 Pump Station Standby Generator Installation (CBBEL Project No. 16-0373.00037)

BOND

Date: October 13, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 243,550.00

Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

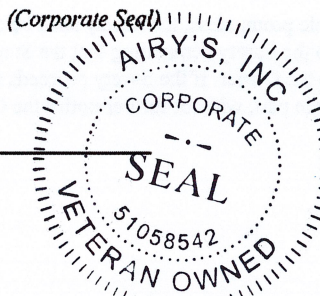
CONTRACTOR AS PRINCIPAL

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:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. 9197362

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, 2023

Amount: \$243,550.00 Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Description:

(Name and location)

Post 3 Pump Station Standby Generator Installation (CBBEL Project No. 16-0373.00037)

BOND

Date: October 13, 2023

(Not earlier than Construction Contract Date)

Amount: \$243,550.00 Two Hundred Forty Three Thousand Five Hundred Fifty Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

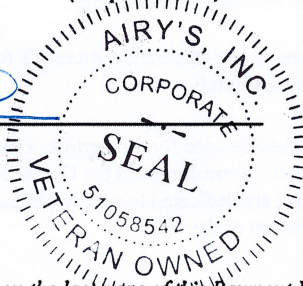
Company:

Airy's, Inc.

Signature:

Name Ryan Hill
and Title: President

(Corporate Seal)



SURETY

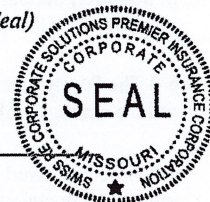
Company:

Swiss Re Corporate Solutions Premier Insurance Corporation

Signature:

Name Laura Priester
and Title: Attorney-in-Fact

(Corporate Seal)



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:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

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: Post 3 Pump Station Standby Generator Installation (CBBEL Project No. 16-0373.00037)

Bond Number: 9197362

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 9th 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, 2023.

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 COA

Incorporation Date (Domestic)
Wednesday, 22 December 1976

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

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 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small> | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 21825 Cherry Hill Road. | Requester's name and address (optional) | |
| 6 City, state, and ZIP code Joliet, IL 60433 | | |
| 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 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

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 3698 4727#
AIRY'S INC
AIRY'S INC
21825 S OHERRY HILL RD
JOLIET IL 60438-8446

Mail Date: 04/02/2022
Letter ID: ONXXX15136984727

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.

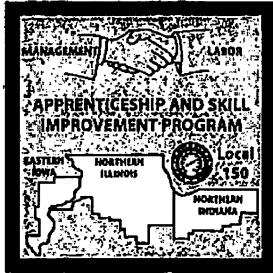
Based on the Department's records, your company reported a total of 25 or more employees for calendar year 2021 and therefore, you will be required to file electronic wage reports on a monthly basis for the period beginning July 2022 and continuing through June 2023. Failure to submit the wage reports 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 ideas.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

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

Continental Casualty Company a Stock Insurance
Company
151 N Franklin St
Chicago, IL 60606

NCCI Carrier Code: 10243

Policy Number

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 60433-8446

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 53



**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 | | | |
| 6221 | Concrete Or Cement Work--Floors, Driveways, Yards Or Sidewalks--& Drivers | If Any | | |
| 8227 | Construction Or Erection Permanent Yard | 50,000 | | |
| 6606 | Contractor--Project Manager, Construction Executive, Construction Manager Or Construction Superintendent | 240,000 | | |
| 8217 | 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 | |
| 9048 | IL Contracting Class Premium Credit | | 0.8100 | |
| 9887 | Schedule Modification Adjustment Credit | | 0.8700 | |
| Total Estimated Standard Premium | | | | |
| 0084 | Premium Discount - Non Stock | | 0.0489 | |
| 0900 | Expense Constant | | | |

WC000001

Form No: P-33398-E (06-1987)

Information Page: Page: 1 of 3

Underwriting Company: Continental Casualty Company, 161 N Franklin St, Chicago, IL 60606

Policy No: WC 7 11380037

Policy Effective Date: 09/30/2022

Policy Page: 15 of 53

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-140, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY’S, INC. FOR THE POST #3 LIFT STATION (7350 175th ST.) STANDBY GENERATOR INSTALLATION CONSTRUCTION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 7, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of November, 2023.



VILLAGE CLERK