
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2024-R-021**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR POST 13 IMPROVEMENTS
(7408 1/2 RIDGEFIELD LN.) - 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**

RESOLUTION NO. 2024-R-021

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE
VILLAGE OF TINLEY PARK AND AIRY'S, INC. FOR POST 13 IMPROVEMENTS
(7408 1/2 RIDGEFIELD LN.) - CONSTRUCTION**

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 5th day of March, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Glotz, Shaw, Sullivan

NAYS: None

ABSENT: Brennan, Mahoney, Mueller

APPROVED this 5th day of March, 2024, 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 POST 13 IMPROVEMENTS - 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 One Million Two Hundred Ninety Six Thousand Five Hundred and 00/100 Cents (**\$1,296,500.00**). 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.

Bond No. 9199525

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: March 5, 2024

Amount: \$ 1,296,500.00 One Million Two Hundred Ninety Six Thousand Five Hundred Dollars and 00/100

Description:

(Name and location)

Post 13 Lift Station Improvements (CBBEL Project No. 16-0373.00036)

BOND

Date: March 13, 2024

(Not earlier than Construction Contract Date)

Amount: \$ 1,296,500.00 One Million Two Hundred Ninety Six Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

☒ None

☐ Sec Section 16

CONTRACTOR AS PRINCIPAL

Company:

Airy's, Inc.

Signature:

Name
and Title:

Ryan Hill
President



SURETY

Company:

Swiss Re Corporate Solutions Premier Insurance Corporation

Signature:

Name
and Title:

William P. Maher

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. 9199525

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: March 5, 2024

Amount: \$ 1,296,500.00 One Million Two Hundred Ninety Six Thousand Five Hundred Dollars and 00/100

Description:

(Name and location)

Post 13 Lift Station Improvements (CBBEL Project No. 16-0373.00036)

BOND

Date: March 13, 2024

(Not earlier than Construction Contract Date)

Amount: \$ 1,296,500.00 One Million Two Hundred Ninety Six Thousand Five Hundred Dollars and 00/100

Modifications to this Bond:

☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Airy's, Inc.

Signature:

Name
and Title:

Cherry Hill
President



SURETY

Company:

Swiss Re Corporate Solutions Premier Insurance
Corporation

Signature:

Name
and Title:

William P. Maher

Attorney-in-Fact

Surety Phone No. 847-273-1300



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners of Illinois LLC dba Dohn & Maher
Associates

4811 Emerson Avenue, Suite 102

Palatine, IL 60067

847-303-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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: William P. Maher

Principal: Airy's, Inc.

Obligee: Village of Tinley Park

Bond Description: Post 13 Lift Station Improvements (CBBEL Project No. 16-0373.00036)

Bond Number: 9199525

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 as a full and complete discharge of the Corporation's obligation of surety to which it is attached."



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

By 
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.



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 March, 20 24.


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

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 Aiky's, Inc. having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

☐ Sole Proprietor or Partnership ☐ LLC
☒ Corporation ☐ Independent Contractor (Individual)

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

Illinois, 1/1/1965

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

Describe supporting documentation attached: Certificate of Good Standing

Federal Employer I.D. #: 36-2898229

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

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):

 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.

 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.


 Form C Additional Information (if required)


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


 Illinois Department of Revenue registration

 Illinois Department of Employment Security registration


 Standards of Apprenticeship/Apprentice Agreements

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

 Written Safety Policy Statement signed by company representative

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

 Workers' Compensation Coverage

 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)

[Redacted Signature]
Submitted by (signature)

Ryan Hill, 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)

[Redacted Signature]
Submitted by (signature)

Ryan Hill, 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)


[Redacted Signature]
Submitted by (signature)

Ryan Hill, President
Title

Certificate Regarding Sexual Harassment Policy

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

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


Submitted by (signature)

Ryan Hill, President
Title


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

The undersigned hereby certifies that:

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

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

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


Submitted by (signature)

Ryan Hill, 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)

[Redacted Signature]
Submitted by (signature)

Ryan Hill, 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)

[Redacted Signature]
Submitted by (signature)

Ryan Hill, President
Title

[Signature Page to Follow]

CONTRACTOR NAME

BY: _____

Printed Name: _____

Title: _____

3/5/2024

Date

Ryan Hill

President

VILLAGE OF TINLEY PARK

BY: _____

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

3/5/2024

Date

ATTEST:

Village Clerk

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

3/5/2024

Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

Exhibit A

SCOPE OF SERVICES

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

- A. Furnish and install new control building including:
 - Main Circuit Breaker
 - Automatic Transfer Switch (ATS)
 - Diesel Engine Standby Generator
 - Variable Frequency Drives (VFD)
 - Pump Control Panel
 - Electrical Distribution Panels
- B. Furnish and install submersible type wastewater pumps in existing wet well with new top slab.
- C. Furnish and install ductile iron (DI) discharge piping, fittings, check valves and plug valves in proposed valve vault.
- D. Furnish and install flow meter, 3-way plug valve and bypass connection in vault.
- E. Electric service installation.
- F. Bypass pumping.
- G. Site restoration.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

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



AIRYIC1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2024

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><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><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></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	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																				
MED EXP (Any one person)	\$ 15,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO 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	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6072420468	09/30/2023	09/30/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 9,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 9,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 9,000,000	AGGREGATE	\$ 9,000,000		\$								
EACH OCCURRENCE	\$ 9,000,000																				
AGGREGATE	\$ 9,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			WC 7 11390037	09/30/2023	09/30/2024	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Leased/Rented Eq			6072420499	09/30/2023	09/30/2024	Limit 300,000														
D	Pollution			0312-4110	06/30/2022	06/30/2024	Limit \$3MM/\$3MM														

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

Re: Post 13 Improvements. Airys #E24-136. The following are included as Additional Insured to General Liability (coverage form attached) Automobile and Excess/Umbrella liability on a Primary and Non-Contributory basis as required by written contract with respects to work performed by the Named Insured: Village of Tinley Park; CBBEL.

CERTIFICATE HOLDER

CANCELLATION

VLTINL 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. AU [REDACTED]
---	---

NOTEPAD:

HOLDER CODE VLG TINL
INSURED'S NAME Airy's, Inc.

AIRYIC1
OP ID: SM

PAGE 2
Date 03/13/2024

Excess/Umbrella Liability coverage is following form.

A Waiver of Subrogation in favor of the Additional Insureds is included under the General Liability, Automobile, Workers Compensation and Excess/Umbrella coverage as required by written contract.

**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; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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.

- III.** 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;

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**.

00020009960724204993148



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

- IV. But if the **written contract** requires 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**.

- V. 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**.

- VI. 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**:

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.

- VII. 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 endeavor to 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 other insurance under 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.

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

VIII. 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. 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; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

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.

00020009960724204993149



**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

- | |
|--|
| 1. Additional Insureds |
| 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance |
| 3. Bodily Injury – Expanded Definition |
| 4. Broad Knowledge of Occurrence/ Notice of Occurrence |
| 5. Broad Named Insured |
| 6. Broadened Liability Coverage For Damage To Your Product And Your Work |
| 7. Contractual Liability - Railroads |
| 8. Electronic Data Liability |
| 9. Estates, Legal Representatives and Spouses |
| 10. Expected Or Intended Injury – Exception for Reasonable Force |
| 11. General Aggregate Limits of Insurance – Per Project |
| 12. In Rem Actions |
| 13. Incidental Health Care Malpractice Coverage |
| 14. Joint Ventures/Partnership/Limited Liability Companies |
| 15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control |
| 16. Liquor Liability |
| 17. Medical Payments |
| 18. Non-owned Aircraft Coverage |
| 19. Non-owned Watercraft |
| 20. Personal And Advertising Injury – Discrimination or Humiliation |
| 21. Personal And Advertising Injury - Contractual Liability |
| 22. Property Damage - Elevators |
| 23. Supplementary Payments |
| 24. Unintentional Failure To Disclose Hazards |
| 25. Waiver of Subrogation – Blanket |
| 26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs |



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

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

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

23. SUPPLEMENTARY PAYMENTS

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

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

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

25. WAIVER OF SUBROGATION - BLANKET

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

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

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

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

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

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

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

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

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

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

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



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

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

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

The insurance afforded by this provision A.2.:

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

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

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

B. Bail Bonds and Loss of Earnings

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

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

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 17; Page: 1 of 4

Underwriting Company: Continental Insurance Company
Airy's, Inc.

Policy No: BUA 6072420485

Policy Effective Date: 09/30/2023

Policy Page: 76 of 180



**Business Auto Policy
Policy Endorsement**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: AIRY'S INC.

Endorsement Effective Date: 09/30/2023

SCHEDULE

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

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

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

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

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Continental Insurance Company

Policy No: BUA 6072420485

Policy Effective Date: 09/30/2023

Policy Page: 50 of 180



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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

All other terms and conditions of the policy remain unchanged.

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

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

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 6; Page: 1 of 1

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

Airy's, Inc.

Policy No: WC 7 11390037

Policy Effective Date: 09/30/2023.

Policy Page: 35 of 53



**CNA Paramount Excess and Umbrella Liability
Policy**

or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability, the Named Insured will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph O. Notice of Claims/Crisis Management Event/Covered Accident, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an Insured shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the Insured is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the Insured otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to Coverage A - Excess Follow Form Liability only, if:

- a. the Named Insured has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. Underlying Insurance includes that person or entity as an additional insured; and
- c. Underlying Insurance provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a Named Insured, or chartered by or for a Named Insured, will be treated in the same manner as though the action were *in personam* against the Named Insured.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the First Named Insured, this insurance applies:

- 1. as if each Named Insured were the only Named Insured; and
- 2. separately to each Insured against whom a claim is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

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

Airy's, Inc.

Policy No: CUE 607242046R

Policy Effective Date: 09/30/2023

Policy Page: 32 of 57



**CNA Paramount Excess and Umbrella Liability
Policy**

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the **Named Insured's** risk management or in-house general counsel's office, or any employee authorized by the **Named Insured** to give or receive notice of a claim.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

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

Claim means a:

- A. suit; or

Form No: CNA75504XX (03-2015)

Policy Page: 22 of 32

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

Policy No: CUE 6072420488

Policy Effective Date: 09/30/2023

Policy Page: 33 of 57

Air's, Inc.

Form A

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

[illegible]

*Please see attached.

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) county of residence.

[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

* Please see attached.

Form C

Additional Information Required

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

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

[illegible]

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

Form C

Public Body/ Project Name/Year	Reference Name/ Phone #	Contract Amount
Village of Tinley Park Post 5 LS Improvements 2022/2023	John Urbanski 708.444.5550	\$3,931,849.00
Village of Monee Industrial Drive LS 2021/2020	Ed Johnson 708.534.8306	\$1,918,946.20
Village of Rockdale Mound Road LS 2022/2023	Diane Moeller – Robinson Eng. 224.908.3983	\$1,263,599.00
Village of Flossmoor Army Corp of Engineers Storm Sewer Improvements 2022/2023	John Brunke 708.957.4100	\$2,915,724.00
Illinois American Water Company Bell Road Water Main & Sanitary Relocation 2022/2023	Eric Lareau 630.739.8837	\$1,912,971.00
Illinois American Water Company Grand Avenue Water Main Lining 2021/2022	Eric Lareau 630.739.8837	\$1,098,837.00
Village of Mokena Emergency 12" Water Main Lining 2023	Dan Peloquin 708.479.3927	\$250,000.00
Illinois American Water Company Country Club CIPP 2022/2023	Eric Lareau 630.739.8837	\$4,392,595.00
City of Palos Heights West College Drive Water Main Lining 2023	Adam Jasinski 708.238.4571	\$975,000.00
Village of Olympia Fields New Lift Station 2022	Terry Lusby 708.679.3529	\$396,069.00
The Whiting-Turner Contracting Company Amazon Project C 2020	Carrie Zillman 630.487.6294	\$1,703,152.00

Village of Tinley Park Post 4 Lift Station Improvements 2020	John Urbanski 708.444.5550	\$598,042.00
Village of East Hazel Crest Center St Meter Vault Installation & Water Main Installation 2023	Melanie Arnold 815.412.2707	\$791,250.00
Village of Tinley Park Western Pressure Zone Booster Pump Station 2022	John Urbanski 708.444.5550	\$3,436,250.00
IHC Construction Companies Batavia WTF Phase 2 2023	Vince Picardi 630.715.9794	\$5,094,000.00 In Progress
Village of Evergreen Park Lift Station Replacement 2023		\$875,000.00 In Progress

Directionally Drilled References

Illinois American Water Company Queenswood Road Rear Yard Water Main Replacement 2022	Eric Lareau 630.739.8837	\$5,863,858.00
Illinois American Water Company DP Inverness Water Main Replacement 2022	Eric Lareau 630.739.8837	\$2,040,021.00
Illinois American Water Company Oneida, Bittersweet, Sitka Water Main Replacement 2022	Eric Lareau 630.739.8837	\$2,149,848.00
Illinois American Water Company CS-Airport S. Wolf Road Water Main Relocation 2022	Eric Lareau 630.739.8837	\$2,311,792.00
Illinois American Water Company Elmwood Stanley Water Main Replacement 2022	Eric Lareau 630.739.8837	\$1,306,195.00
Village of East Hazel Crest Lathrop Ave & 174 th St 2023	Melanie Arnold 815.412.2707	\$449,950.00 In Progress
Village of East Hazel Crest Center St Meter Vault & Water Main 2023	Melanie Arnold 815.412.2707	\$791,250.00 In Progress
Village of Tinley Park Dry Utility Relocation 2023	John Urbanski 708.444.5550	\$233,650.00 In Progress
Village of Park Forest Bore 2" Duct (North St & Lake Blvd) 2023	Nick Christie 708.503.7702	\$24,396.25

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 BCA

Incorporation Date (Domestic)
Wednesday, 22 December 1976

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

12/12/22, 11:15 AM

Corporation/LLC Search/Certificate of Good Standing

RYAN E HILL

Address

21825 CHERRY HILL RD
JOLIET, IL 60438

Change Date

Wednesday, 2 December 2020

Annual Report

Filing Date

Monday, 24 October 2022

For Year

2022

Officers

President

Name & Address

RYAN HILL 21825 CHERRY HILL ROAD, JOLIET, ILLINOIS 60438

Secretary

Name & Address

STUART JELM 21825 CHERRY HILL ROAD, JOLIET, ILLINOIS 60438

Assumed Name

ACTIVE

AIRY'S INFRASTRUCTURE

Old Corp Name

08/26/1988

AIRY'S PLUMBING CO., INC.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 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.

Airy's, Inc.

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

21825 Cherry Hill Road.

6 City, state, and ZIP code

Joliet, IL 60433

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

- -

or

Employer identification number

3 6 - 2 8 9 8 2 2 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

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, 8598 4727#
AIRY'S INC
AIRY'S INC
21825 S CHERRY HILL RD
JOLIET IL 60433-8448

Mail Date: 04/02/2022
Letter ID: CNXXX15135984727

Account ID: 1803230

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

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

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

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

Please visit our website ides.illinois.gov 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

Executive Director
Keith Vitale

WAGE INCREASE NOTICE

Labor Trustees
Mark Castelveccchi
James P. Connolly -
Chairman
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
William Martin

Effective as of March 3rd, 2023

LAB APPR 2
Laborer Apprentice 2

To Whom It May Concern:

Re: Apprentice: Kyle B. Short

Management Trustees
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig -
Secretary
William Vignocchi

The above-named apprentice has successfully completed the classroom training and hours of field work as required under the apprentice standards for Construction Craft Laborer.

Carol Stream Location
1200 Old Gary
Avenue Carol Stream
IL 60188 (630) 653-
0006

During this phase of apprenticeship, the apprentice is entitled to **70% of Journey-workers scale, (\$47.40/hr.) which equals \$33.18 per hour, along with full benefits.** Please update your records accordingly.


Chicago Location
5700 West Homer
Street Chicago IL
60639

Should you need further information please contact me at (630) 653 - 0006 ext. 259

Respectively yours,

Derek G. Roberts

Derek G. Roberts
Apprentice Coordinator

 Translate this page Facebook Membership Portal

Contact Us

Apprenticeship Form Submitted

Thank you for your submitting a Sponsored Apprenticeship Application. If you did not submit this application, please contact the training fund at 630.653.0006.

Summary

Date Submitted	9/28/2023 at 2:10 PM
Reference #	PU9RIOP2BV
Contractor	AIRY'S INC (010281)
Contractor Address (Business Office)	21825 Cherry Hill Road Joliet, IL 60433
Contact	Ryan E Hill President (708) 429-0660 ryan.hill@airys.com
Apprentice Job Location	12575 Davey Road Woodridge, IL 60517 Cook County
Project Name	Santa Fe Treatment Plant
Expected Initial Work Assignment	Underground related work (water, sewer, utility, tunnel work, etc)

Additional
Information

Status Pending

Sponsored Individual

Name David A Narkis

Last 4 SSN 4628

Birthday 05/20/2003

Address 710 North Street
Henry, IL 61537

Phone (815) 685-5602

Email davidnarkis2003@gmail.com

LIUNA Chicagoland Laborers' District Council Training and Apprentice Fund

1200 Old Gary Avenue Carol Stream, IL 60188 (630) 653-0006
5700 W. Homer St. Chicago, IL 60639

Copyright © 2023 LIUNA Chicagoland Laborers' District Council Training and Apprentice Fund. All Rights reserved.

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

09/30/2023 to 09/30/2024 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: 09/30/2023
Policy Page: 23 of 86



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	900,000	0.21	\$1,890
5221	Concrete Or Cement Work--Floors, Driveways, Yards Or Sidewalks--& Drivers	If Any	13.70	\$0
6325	Conduit Construction--For Cables Or Wires--& Drivers	If Any	8.07	\$0
8227	Construction Or Erection Permanent Yard	50,000	11.80	\$5,900
5606	Contractor--Project Manager, Construction Executive, Construction Manager Or Construction Superintendent	240,000	3.42	\$8,208
6217	Excavation & Drivers	14,000	10.97	\$1,536
0042	Landscape Gardening & Drivers	If Any	18.25	\$0
5183	Plumbing NOC & Drivers	If Any	8.18	\$0
8742	Salespersons Or Collectors--Outside	If Any	0.48	\$0
6306	Sewer Construction--All Operations & Drivers	70,000	13.56	\$9,492
9402	Street Cleaning & Drivers	40,000	9.07	\$3,628
6319	Water Main Or Connection Construction & Drivers	3,000,000	8.25	\$247,500
6319F	Water Main Or Connection Construction & Drivers	If Any	12.38	\$0
Subtotal for Location # 001				\$278,154
0930	Waiver Of Subrogation		0.0200	\$5,563
9812	Employers Liability Increased Limits		0.0140	\$3,894
9664	Deductible Credit Subject To Exp Rating		0.0215	(\$5,980)
Total Premium subject to Experience Modification				\$281,631
9898	Final Experience Modification Effective 09/30/2023 Intrastate ID: 120269674		0.8600	(\$39,428)
9046	IL Contracting Class Premium Credit		0.6300	(\$89,615)
9887	Schedule Modification Adjustment Credit		0.8000	(\$30,518)
Total Estimated Standard Premium				\$122,070
0064	Premium Discount - Non Stock		0.0468	(\$5,716)

WC000001

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

Policy No: WC 7 11390037
Policy Effective Date: 09/30/2023
Policy Page: 25 of 86

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. 2024-R-021, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AIRY’S, INC. FOR POST 13 IMPROVEMENTS (7408 1/2 RIDGEFIELD LN.) - CONSTRUCTION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 5, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 5th day of March, 2024.

A large black rectangular redaction box covering the signature of the Village Clerk.

VILLAGE CLERK