BIDDER SUMMARY SHEET

ITB #24-060

88th Avenue Corrugated Metal Pipe Replacement

Business Name: ARY'S, INC.
Street Address: 21825 Cherry Hill Road
City, State, Zip: Volict, IL. 60+33
Contact Name:
Title:
Phone: 708-429-0640 Fax: 815-384-6068
E-Mail address: CStimating @ aikys. com
Price Proposal
Pricing for one (1) box culvert \$ 35\(\ell 2 5 \)
Pricing for three (3) concrete pipes \$ 324,416 -
AUTHORIZATION & SIGNATURE
Name of Authorized Signee:
Signature of Authorized Signee:
Title: President Date:9/4/2024



Bidders shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.

Th	e undersigned
as	PLUI (Ut) (Enter Title of Person Making Certification)
an	d on behalf of
cei	tifies that Bidder is:
1)	A BUSINESS ORGANIZATION: Yes [X] No []
	Federal Employer I.D. #: 34 - 2898229 (or Social Security # if a sole proprietor or individual)
	The form of business organization of the Bidder is (check one): Sole Proprietor Independent Contractor (Individual) Partnership LLC X Corporation TL. (State of Incorporation) (Date of Incorporation)
2)	STATUS OF OWNERSHIP
	Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 <i>et seq.</i>
	Minority-Owned [] Small Business [X] (SBA standards) Women-Owned [] Prefer not to disclose [] Veteran-Owned [X] Not Applicable [] Disabled-Owned [X]
	How are you certifying? Certificates Attached [X] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [] Small Business [] (SBA standards)
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable [X]
Disabled-Owned []

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [X] No []

The Bidder is authorized to do business in the State of Illinois.

4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No []

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [X] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and 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) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] No []

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color,

religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes [X] No []

In the manner and to the extent required by law, this bid is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Bidder or any subcontractor of a Bidder bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended,

Bidder shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Bidder further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to with this provision of the Act.

8) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes [X] No []

Bidder participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: <u>LiUNA Laborers' District Council Training & Apprentic Fund</u>

Brief Description of Program: <u>Lyear program. Minimum of 24 howrs on</u>

The job work truining & 360 hours of Classroom training to

become a journeyworker.

9) <u>TAX COMPLIANT:</u> Yes [X] No []

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:
100
Signature of Authorized Officer
Ryan Hill
Name of Authorized Officer
President
Title
0 4 2024 Date



Firm Name_	AIRY'S, INC.			Contract #	20-B612:	5-00-PV
Address2	21825 CHERRY HILL RO	AD	City	JOLIET		
County WI	LL	_State _	ILLINOIS		Zip <u>60433-</u>	8446
Phone _ 708/4	129-0660	En	nail <u>RYAN</u>	HILL@AIRYS	COM.	
I	RYAN E HILL				SIDENT	
of	(Print Name) AIRY'S, INC.		do here	,	и лису	
Service-D	(Name of Firm) AIRY'S, INC. (Name of Firm) isabled Veteran Owned Sn			eran Owned Sm		
as derived Standards Regulation was certif	ge annual gross receipts of from tax filings over the f published by the U.S. Smans, Part 121 for the NAICS	ive most all Busin codes fo	recent years, ess Administror which	does not exceed attention found in AIR (Nan	d the Small E Fitle 13, Cod Y'S, INC. ne of Firm)	Business Size e of Federal
	of perjury, I	RYAN I	E HILL	affirm t	hat, to the be	est of my
knowledge at	nd belief, the information h	erein is 1	true and accur	rate.		
Signature	50	Title	PRE	SIDENT	Date	11/3/2023
Thewa	nd sworn to before me this ary's Signature)	3RD		NOVEMBE (Month) tary's Seal	R / 202 (Ye	
My Commiss	sion Expires	1200	24	NOTARY MY GOM	OFFICIAL S THERESA M F Y PUBLIC, STAT IMISSION EXPI	



State of Illinois Commission on Equity and Inclusion Business Enterprise Program: 100 W. Randolph St., Suite 4-100, Chicago, IL 60601 www.cei.illinois.gov

May 3, 2023

Ryan Hill Airy's, Inc. DBA Airy's Infrastructure 21825 Cherry Hill Rd Joliet, IL 60433-8446

Dear Business Owner:

Re: NCA Certification Approval Service Disabled Veteran Owned Small Business (SDVOSB) Certification Term Expires: May 5, 2024

Congratulationsi After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Veteran Business Program (VBP).

This certification is in effect with the State of Illinois until the date specified above.

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

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

Your firm will only show up in the database of BEP certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

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

Sincerely,

Carlos Gutiérrez Certification Manager Veteran Business Program



202-205-8800 | sba.gov 409 3rd St, SW. Washington DC 20416

Nov. 22, 2023

AIRYS INC SAM UEI: E5KTKPCLG3P9 21825 S CHERRY HILL RD JOLIET, IL 60433

Dear AIRYS INC:

I am writing to inform you that AIRYS INC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for setaside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

 AIRYS INC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.

Your certification is valid for three (3) years from the date of this letter.

- You may visit <u>SBA's website to download SBA-approved digital icons</u> that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control

filing of a bankruptcy

a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

Civil and criminal penalties

- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm AIRYS INC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's 1	Name:	
		(Enter Name of Business Organization)
1. O	rganization _	
Α[DDRESS	
PH	ONE NUMBER	
C	ONTACT PERSON	
YE	AR OF PROJECT	
2. O	rganization	
ΑĒ	DDRESS	
PH	ONE NUMBER	
C	ONTACT PERSON _	
YE	AR OF PROJECT	
3. Oi	rganization _	
AD	DDRESS	
PH	ONE NUMBER	
CC	ONTACT PERSON _	
YE	AR OF PROJECT _	

References

Public Body/	Reference Name/	Contract
Project Name/Year	Phone #	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

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all <u>Required Policy Endorsements</u> noted in the left column in **red bold** type MUST be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
WORKERS' COMPENSATION & EMPLOYER LIABILITY	LIABILITY UMBRELLA (Follow Form Policy)
Full Statutory Limits - Employers Liability	\$1,000,000 - Each Occurrence
\$500,000 – Each Accident	\$1,000,000 – Aggregate
\$500,000 — Each Employee	
\$500,000 — Policy Limit	\$2,000,000 – Each Occurrence
Waiver of Subrogation in favor of the Village of Orland	\$2,000,000 – Aggregate
Park	
	Other:
AUTOMOBILE LIABILITY (ISO Form CA 0001)	EXCESS MUST COVER: General Liability,
\$1,000,000 – Combined Single Limit Per Occurrence	Automobile Liability, Employers' Liability
Bodily Injury & Property Damage. Applicable for All	, , , , , , , , , , , , , , , , , , , ,
Company Vehicles.	PROFESSIONAL LIABILITY
Company volucios.	\$1,000,000 Limit - Claims Made Form, Indicate
GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)	Retroactive Date
\$1,000,000 - Combined Single Limit Per Occurrence	
Bodily Injury & Property Damage	\$2,000,000 Limit – Claims Made Form, Indicate
\$2,000,000 – General Aggregate Limit	Retroactive Date
\$1,000,000 – Personal & Advertising Injury	
\$2,000,000 – Products/Completed Operations	Other:
Aggregate	Deductible not-to-exceed \$50,000 without prior
333	written approval
ADDITIONAL INSURED ENDORSEMENTS:	
(Not applicable for Goods Only Purchases)	☐ <u>BUILDERS RISK</u>
	Completed Property Full Replacement Cost Limits –
 ISO CG 20 10 or CG 20 26 (or Equivalent) 	Structures under construction
Commercial General Liability Coverage	
	☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION
• CG 20 01 Primary & Non-Contributory (or	LIABILITY
Equivalent) The Village must be named as the	\$1,000,000 Limit for bodily injury, property
Primary Non-Contributory which makes the Village a	damage and remediation costs resulting from a
priority and collects off the policy prior to any other	pollution incident at, on or mitigating beyond the
claimants.	job site
 Blanket General Liability Waiver of Subrogation - 	CYBER LIABILITY
Village of Orland Park A provision that prohibits an	\$1,000,000 Limit per Data Breach for liability,
insurer from pursing a third party to recover	notification, response, credit monitoring service
damages for covered loses.	costs, and software/property damage
-	GG 20 37 ADDITIONAL INSURED – Completed
_	Operations (Provide only if box is checked)

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 40 DAY OF SEPTER	nbek, 20 24
Signature Signature	Authorized to execute agreements for:
Printed Name & Title	Aiky's, Int. Name of Company

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
	hi .
formation required to complete this Schedule, if not sho	own above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury", caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

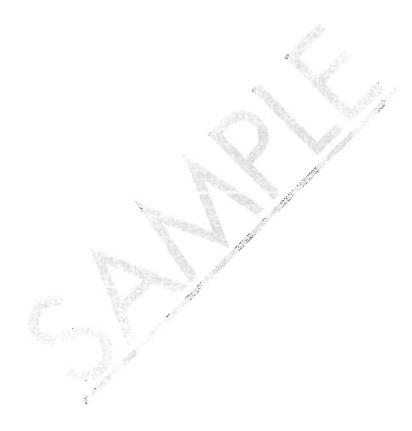
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

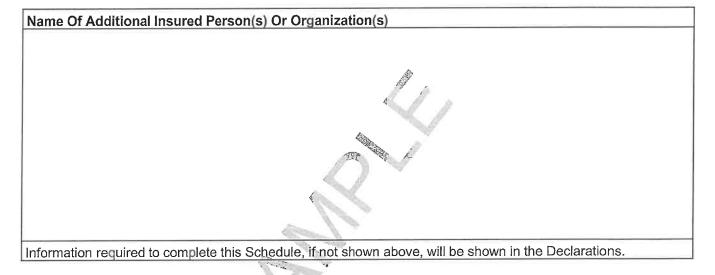


ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE



Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
- **B.** In connection with your premises owned by or rented to you.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - **2.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and

specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- **2.** "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

- performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance: The most we will pay on behalf of the additional insured is the amount of insurance:
- Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
	*
Information required to complete this Schedule, if not s	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

OP ID: SM

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

10/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	847-303-6800	CONTACT NAME:				
AssuredPartners - Palatine IL				47-303-6963		
dba Dohn & Maher Associates 4811 Emerson Avenue, Suite 102		E-MAIL ADDRESS: certificates.dohn@assuredpartners.com				
Palatine, IL 60067-7416 Carl E. Dohn Jr.		INSURER(S) AFFORDING COVERAGE		NAIC#		
Carl E. Dollii Jr.		INSURER A: Valley Forge Ins Co AXV	20508			
INSURED Airy's Inc.		INSURER B: Continental Casualty Co A XV	20443			
21825 Cherry Hill Rd		INSURER C: Continental Insurance Co AXV		35289		
Joliet, IL 60433		INSURER D: Allied World Assurance Co. AXV		19489		
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	REVISION N	JMBER:			

COVERAGES

CERTIFICATE 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.

TYPE OF INSURANCE

ADDL SUR POLICY NUMBER

POLICY NUMBER

POLICY FER POLICY EXP.

MM/DD/YYY)

MM/DD/YYY)

LIMITS

INSR	TYPE OF INSURANCE	ADDL SUB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	TS	
A	X COMMERCIAL GENERAL LIABILITY		6072420499		09/30/2024	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR			09/30/2023		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
						MED EXP (Any one person)	\$	15,000
						PERSONAL & ADV INJURY	s	1,000,000
1	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
С	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO		6072420485	09/30/2023	09/30/2024	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS	1				BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
С	X UMBRELLA LIAB X OCCUR		6072420468		09/30/2024	EACH OCCURRENCE	\$	9,000,000
	EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10000			09/30/2023		AGGREGATE	\$	9,000,000
							\$	
В	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC 7 11390037		09/30/2024	X PER OTH-		
				09/30/2023		E.L. EACH ACCIDENT	\$	1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	100 () =		6072420499	09/30/2023	09/30/2024	Limit		300,000
D	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)

CERTIFICATE HOLDER	DER CANCELLATION		
Airy's Inc. 21825 Cherry Hill Rd Joliet, IL 60433	AIRYSIN	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE	
f:		Coul Delings.	

ACORD