

**CLERK'S CONTRACT and AGREEMENT COVER PAGE**

**Legistar File ID#:**

**Innoprise Contract #:** C16-0030

**Year:** 2016-

**Amount:**

**Department:** Finance - PW

**Contract Type:** Master Agreement

**Contractors Name:** Airy's Inc.

**Contract Description:** Emergency/Non-Emergency sewer and water repairs (proposals are attached as Exhibit B)  
C16-0068 Streamstown Ct Drainage (2016-0331 \$15,576.00)  
C16-0111 Butterfield Pond Outlet Pipe Replacement (2016-0690 \$21,545)

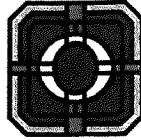
**MAYOR**

Daniel J. McLaughlin

**VILLAGE CLERK**

John C. Mehalek

14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
orlandpark.org



**ORLAND  
PARK**

VILLAGE HALL

**TRUSTEES**

Kathleen M. Fenton

James V. Dodge

Patricia A. Gira

Carole Griffin Ruzich

Daniel T. Calandriello

Michael F. Carroll

October 27, 2016

Mr. James Welling  
Airy's Inc.  
7455 W. Duvan Drive  
Tinley Park, Illinois 60477-3714

RE: Exhibit B – Butterfield Pond Outlet Culvert Replacement  
Exhibit B – Binford Drive Drainage Improvement

Dear Mr. Welling:

Enclosed are copies of the signed proposals for Butterfield Pond Outlet Culvert Replacement project in the amount of \$21,545.00 and Binford Drive Drainage Improvement project in the amount of \$18,787.00. Please attach these to the original Master Agreement 2016 as Exhibit B. All terms and conditions of the Master Agreement shall apply.

If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski  
Contract Administrator

Encl.

cc: Napoleon Haney  
Jeff Meeker  
Travis Parry, CBBEL

**AIRY'S INC.****SITE UTILITY CONTRACTORS**

7455 W. Duval Drive • Tinley Park, IL 60477-3714  
 (708) 429-0660 www.airys.com Fax: (708) 429-0795

**PROJECT PROPOSAL & CONTRACT**

**To:**  
 Mr. John Ingram  
 Village of Orland Park  
 15655 Ravinia Ave  
 Orland Park, IL 60462

**Date:** 10/25/2016  
**Job Number:** E6-579  
**Job Name/Location**  
 Butterfield Pond Outlet Culvert Replacement  
 8925 Butterfield Lane  
 Orland Park, IL

**Phone:**  
 708-403-6350  
**Fax:**  
 JIngram@orland-park.il.us

We hereby submit specifications and estimates per plans dated: None

**DESCRIPTION**

10	Install 32 LF of 30" RCP culvert pipe at pond outfall, including two (2) flared end sections with toe blocks and rip rap.	\$10,560.00
20	Landscape restoration.	\$10,985.00
<b>TOTAL BASE BID</b>		<b>\$21,545.00</b>

**Note:**  
 Airy's will attempt to save grass area using equipment mats to prevent damage.  
 If this process is successful there could be a \$4,600.00 savings by not re-sodding area.

The referenced amount reflects our Lump Sum bid for the referenced project

**The following considerations are made as part of the bid and contract documents**

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration as noted.
- Staking & layout by others
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.
- Contaminated groundwater/stormwater handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All spoil left on site at trench side.
- Dewatering is excluded.
- Rock excavation is excluded.
- Traffic control for Airy's work is included.
- Tree removal/trimming by others.

- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded. None anticipated.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- This Proposal is based on 2016 Labor Rates.

In the event another contract format is used, these pages shall be considered as an exhibit.  
 We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:  
 This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

Twenty-one thousand five hundred forty-five and no/100-----

Dollars

\$21,545.00

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
 Net amount due by 10th of the month following month in which work was performed.  
 Should any other contract document be used, this form shall be considered an exhibit to the contract.  
 Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois. Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature

#### Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.** All fees for collection including, but not limited to court costs, arbitrator fees, and attorney fees are the sole responsibility of the customer.

Signature

Signature

Date of Acceptance \_\_\_\_\_