

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0906

Contract #: 2025 0512

Start date: 11/17/2025

End date: 11/28/2026

Amount: \$ 680,617.00

Contingency Amount: \$ 20,000.00

Department: Public Works

Total Contract Amount: \$ 700,617.00

Contract Type: Contractor

Contractors Name: Airy's Inc

Status of Ownership: Veteran/Disabled/Small **Status of Sub:** Veteran/Disable Owned

Certification: Attached Self-Certifying Did not disclose

Contract Description: Main Pump Station Pump #4 Replacement



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND Airy's, Inc. FOR Main Pump Station Pump #4 Replacement

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 17th day of November, 2025, by and between the Village of Orland Park (hereinafter referred to as "VILLAGE") and Airy's, Inc. (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Main Pump Station Pump #4 Replacement (hereinafter referred to as "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. **Scope of Work:** The Contractor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:

- The Contractor's Proposal dated October 23, 2025; and/or
- Village of Orland Park RFP No. 25-062.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Proposal ("RFP"), Invitation To Bid ("ITB") and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFP, ITB, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- the amount(s) set forth on Exhibit A (the "Contractor's Proposal");
- the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
- a not-to-exceed amount of \$700,617.00 ("Contract Price")
- a not-to-exceed Proposal or Bid amount of \$680,617.00, plus \$20,000.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$700,617.00 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$700,617.00. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

B. Invoices: The Contractor agrees to and shall prepare and submit:

- an invoice to the Village upon completion of and approval by the Village of the Work; or
 invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor t, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

- 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive

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remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Performance and Payment Bond If the Contract Price is over \$100,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.
- A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
- B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- Scope of Services as set forth in the Contractor's proposal dated October 23, 2025, and the Village's RFP 25-062, Exhibit A)
 - Schedule of Fees (Exhibit B)
- In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

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- A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than November 17, 2025 (hereinafter the “Commencement Date”), and shall be completed no later than November 28, 2026 (hereinafter the “Completion Date”), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village’s compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village’s Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor’s work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor’s officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor’s insurer or agent.
- C. Within ten (10) business days after the Contractor’s receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the “incident, claim, or complaint”), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such

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incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.

- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

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- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;
(Required for large construction projects; applicable if box is checked)
- (iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:
 - (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.
 - (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).

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- (v) Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
 - (vi) Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
 - (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
 - (viii) Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) 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.
 - (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

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- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

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14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

1557317-02-9-16

[***CONTRACTOR1557317 *2 *411791244575988853710743279295139344858640772708*9*16***]

- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational

1557317-02-10-16

[***CONTRACTOR1557317 *2 *411791244575988853710743279295139344858640772708*10*16***]

Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.

19. **Equal Employment Opportunity:** The Contractor shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Contractor shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. **Certifications:** By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. **Project Documentation:** Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor t and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. **Independent Contractor:** It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor’s are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.
23. **Prevailing Wage Act Notice [Check box that applies]:**
 - The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.
 - The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

1557317-02-11-16

[***CONTRACTOR1557317 *2 *411791244575988853710743279295139344858640772708*11*16***]

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 Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL 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, including but not limited to each contractor and 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/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.
25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of one (1) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) (“remedial work”) that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

1557317-02-12-16

[***CONTRACTOR1557317 *2 *41179124457598853710743279295139344858640772708*12*16***]

26. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the “Illinois Manual Uniform Traffic Control Devices for Streets and Highways”.

27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,

28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor’s expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village’s designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village’s designee, with new plantings of good health and quality with species consistent with the recommendation of the Village’s designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village’s authorized agent.

1557317-02-13-16

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All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.
34. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Patrick McLaughlin
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6357

To the Contractor:

Name: Stuart Jelm
Airy's, Inc.
7455 W. Duvan Drive
Tinley Park, IL, 60477
Telephone: (708) 429-0660

1557317-02-14-16

[***CONTRACTOR1557317 *2 *411791244575988853710743279295139344858640772708*14*16***]

Email: pmclaughlin@orlandpark.org

e-mail: stuart.jelm@airys.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

1557317-02-15-16

[***CONTRACTOR1557317 *2 *411791244575988853710743279295139344858640772708*15*16***]

Airy's, Inc.

VILLAGE OF ORLAND PARK

E-SIGNED by Ryan Hill
By: on 2025-12-16 14:49:30 GMT

E-SIGNED by George Koczwara
By: on 2025-12-16 16:49:29 GMT

Name: Ryan Hill

Name: George Koczwara

Its President & Authorized Agent

Title: Village Manager

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Contractor's Proposal dated October 23, 2025
or Village RFP 25-062 dated October 23, 2025

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

1557317-02-16-16

[***CONTRACTOR1557317 *2 *411791244575988853710743279295139344858640772708*16*16***]

Exhibit A

PROPOSER SUMMARY SHEET
RFP #25-062
Main Pump Station Pump #4 Replacement

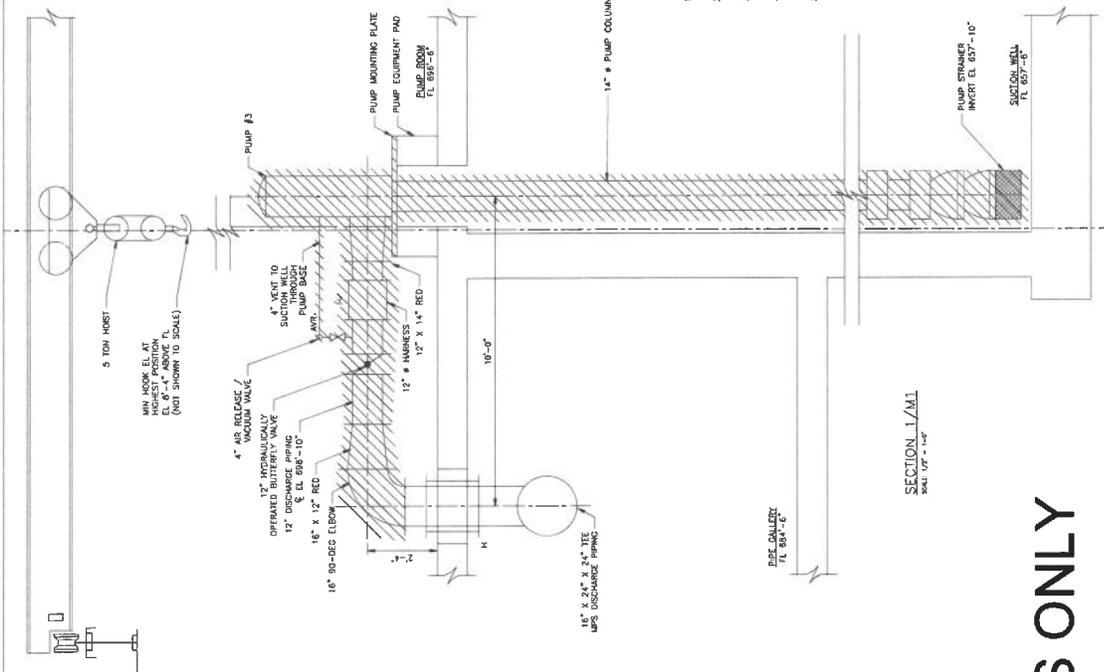
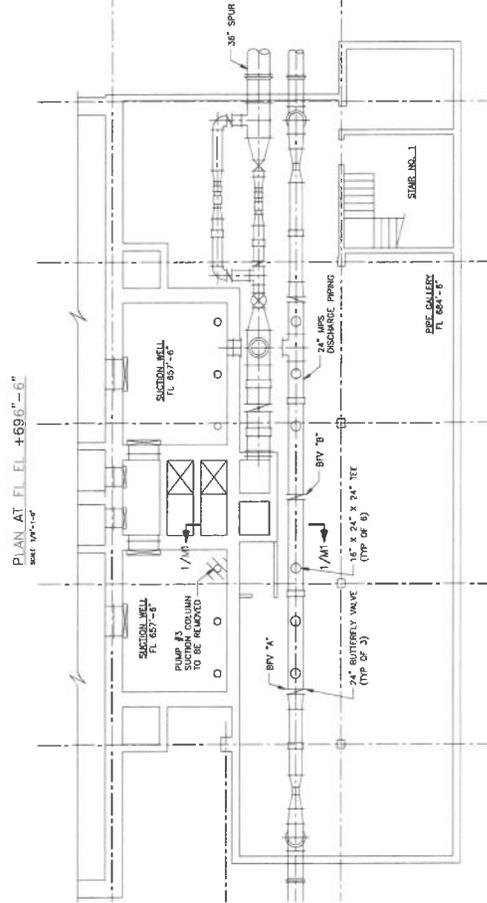
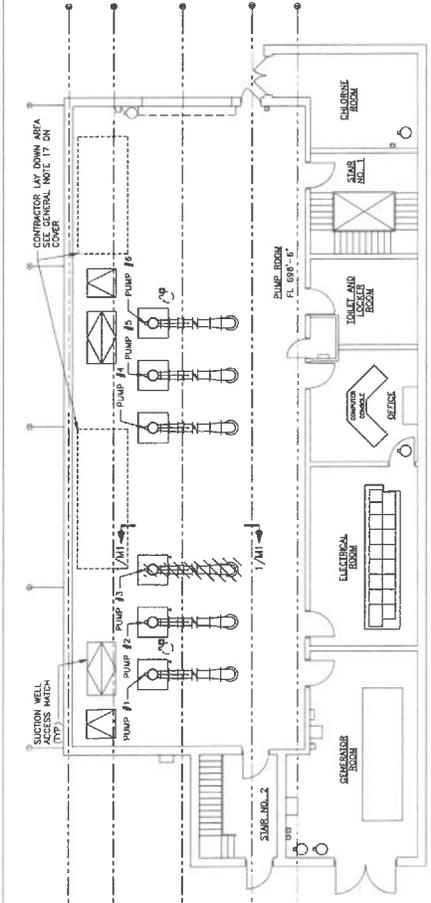
Business Name: Aiky's, Inc.
Street Address: 21825 Cherry Hill Road
City, State, Zip: Joliet, IL 60433
Contact Name: Stuart Delm
Title: Secretary
Phone: [REDACTED] Fax: N/A
E-Mail address: estimating@aikys.com

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ 1080,1017-

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Ryan Hill
Signature of Authorized Signee: 
Title: President Date: 10/23/2025



GENERAL NOTES:

1. REVIEW DISCHARGE PIPING AND VALVES PER MANUFACTURER'S RECOMMENDATION, SPECIFIC DAMAGE TO THE TIGHT JAR.
2. RECOMMENDATION #2 AND MOTOR FRAME PER MANUFACTURER'S RECOMMENDATION.
3. ANY DAMAGE TO THE PUMP #3 EQUIPMENT PAD TO BE REPAIRED AT CONTRACTOR'S EXPENSE.
4. CONTRACTOR TO LAY DEMOLISHED PUMP #3 VALVE AND PIPING ON "JOB" W/ PUMP GALLERY. OWNER RESPONSIBLE FOR DISPOSAL.
5. SEQUENCE OF CONSTRUCTION TO SHUT OFF PUMP #1 AND PUMP #2.
 - 5.1. COORDINATE WITH OWNER TO SHUT OFF PUMP #1 AND PUMP #2.
 - 5.2. DISCONNECT ALL ELECTRICAL PIPING TO BE DEMOLISHED WITH THE OWNER TO CLOSE VALVES FOR HYDRAULICALLY COORDINATE WITH OWNER TO CLOSE BIV "X" AND BIV "B".
 - 5.3. DEMOLISH EQUIPMENT AS SHOWN. THE EXISTING 5-TON BRACER EQUIPMENT TO REMAIN. DEMOLISH EXISTING PUMP #3, PUMP #3 DISCHARGE PIPING, AND APPURTENANCES.
 - 5.4. PLACE DEMOLISHED PUMP #3, PUMP #3 DISCHARGE PIPING, AND APPURTENANCES IN NEW EQUIPMENT AS SHOWN AND PER THE MANUFACTURER'S RECOMMENDATION.
 - 5.5. INSTALL NEW EQUIPMENT AS SHOWN AND PER THE MANUFACTURER'S RECOMMENDATION.
 - 5.6. ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL.
 - 5.7. ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL.
 - 5.8. ILLINOIS ENVIRONMENTAL PROTECTION AGENCY STANDARDS APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL. COORDINATE WITH THE OWNER TO OBTAIN BIV APPROVAL.
 - 5.9. COMPLETE THE PROJECT.

FOR INFORMATIONAL PURPOSES ONLY

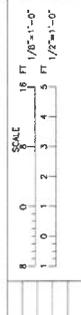


ISSUED: 01/11/2023
LICENSE EXPIRES: 11/30/2023

DESIGNED	PER
DRAWN	OSV
CHECKED	RMC

ORLAND PARK
100 SOUTH WACKER DRIVE, SUITE 1400
CHICAGO, ILLINOIS 60606

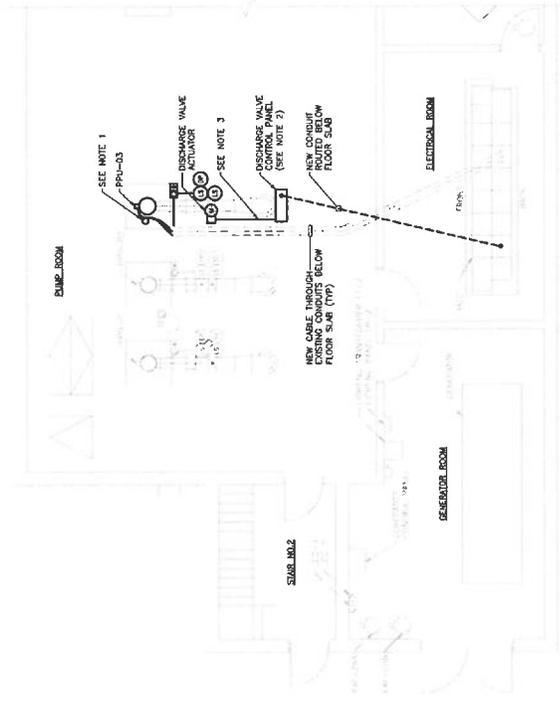
NO.	DATE	APPROV.	REVISION DESCRIPTION



VILLAGE OF ORLAND PARK
PUBLIC WORKS DEPARTMENT
MAIN PUMPING STATION
PUMP #3 REPLACEMENT

MECHANICAL
EXISTING PLAN AND SECTION

PROJECT NO.	1400P.01
DWG.	M1
SHEET	2 OF 8
DATE	JANUARY 2023, REV: 0



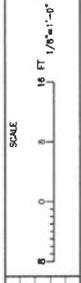
PUMP GALLERY POWER PLAN
SCALE: 1/8" = 1'-0"

- NOTES:**
1. INSTALL NEW CABLES IN NEW FLEXIBLE CONDUITS, PROTECT WITH NEW CONDUIT AND SUPPORTING CHANNELS. MARKED TO THE FLOOR SLAB.
 2. INSTALL NEW CONDUIT AND CABLE BETWEEN DISCHARGE VALVE CONTROL PANEL AND DISCHARGE VALVE. PROVIDE NEW CONDUIT AND WIRE AS REQUIRED. ROUTE TO PUMP PIPING.
 - 3.

PROJECT NO.: 1460F.01
 DWG: E3
 SHEET: 8 OF 8
 DATE: JANUARY 2023 REV: 0

ELECTRICAL
 POWER PLAN

VILLAGE OF ORLAND PARK
 PUBLIC WORKS DEPARTMENT
 MAIN PUMPING STATION
 PUMP #3 REPLACEMENT



NO.	DATE	APPD	REVISION DESCRIPTION

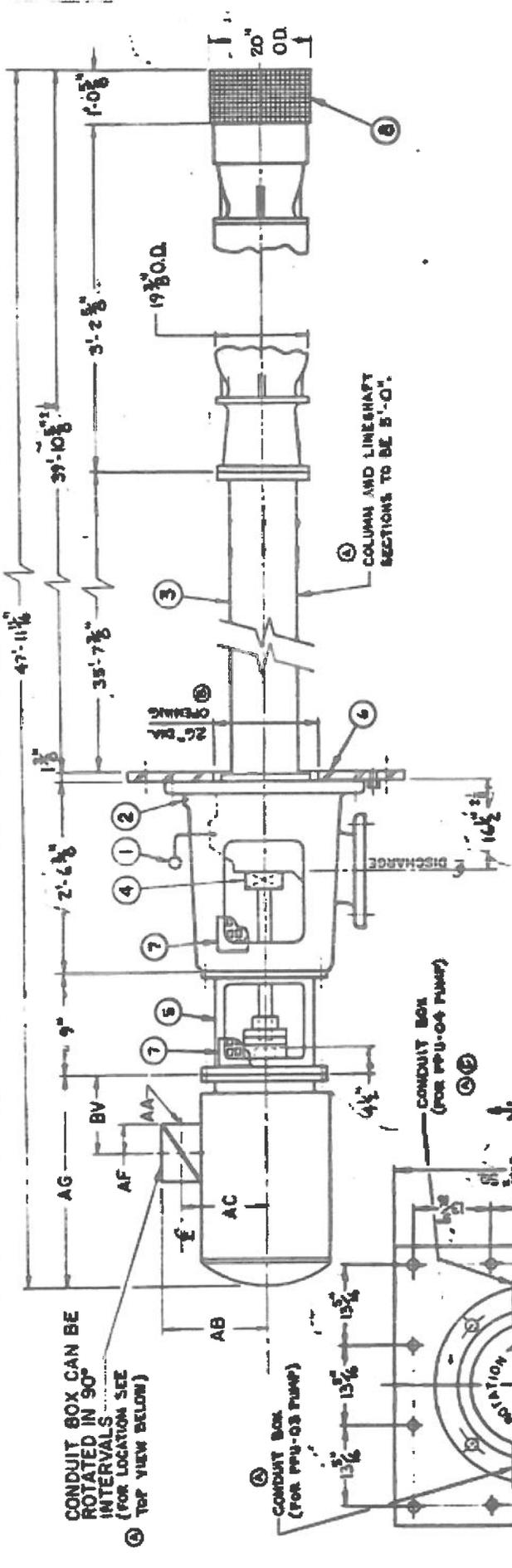
SIGNED: 01/11/2023
 LICENSE EXPIRES: 11/29/2023



DESIGNED	DATE	BY

COMMUNITY AND PLANNING
 100 SOUTH WACKER DRIVE, SUITE 1400
 CHICAGO, ILLINOIS 60606

FOR REFERENCE ONLY



CUSTOMER DATA	
CUSTOMER:	CITY OF ORLANDO PARK/TRI CON CORP
CUST. ORDER NO.:	B6010
ITEM:	PPU-03 & PPU-04
DUTY:	GPM: 4900 TDH: 175' RPM: 1770
LAKE WATER BOOSTER PUMPS	

MOTOR	
MAKE:	U.S.
FRAME:	5006P
TYPE:	VSS
VOLTS:	460
AA:	11
AF:	6 1/4
AG:	56 5/8
BV:	17 1/2
ENCLOSURE:	WP 9 I
HP:	300
RPM:	1800
PHASE:	3
CYCLES:	60
AC:	17 1/2
BV:	17 1/2
MOTOR DIMENSIONS LATER	
WEIGHTS	
PUMP:	6300 ± APPROX.
DRIVER:	3100 ± APPROX.
TOTAL WEIGHT:	9900 ± APPROX.

PUMP	
1	PRESSURE GAUGE
2	DRAIN 1/2" NPT
3	FLANGED COLUMN
4	STUFFING BOX
5	MOTOR STAND
6	SOLE PLATE
7	COUPLING GUARD
8	BASKET STRAINER
9	
10	
11	
12	

DIMENSIONS ARE IN INCHES	
YES	NO
DIMENSIONS ARE IN MILLIMETERS	
CYES	CNO
DRAWN BY	
DATE	
CHECKED BY	
DATE	

BYRON JACKSON	
20KX-1STG-VCT	
SK-861-C-0317	

CUSTOMER DATA	
CUSTOMER:	CITY OF ORLANDO PARK/TRI CON CORP
CUST. ORDER NO.:	B6010
ITEM:	PPU-03 & PPU-04
DUTY:	GPM: 4900 TDH: 175' RPM: 1770
LAKE WATER BOOSTER PUMPS	



ORLAND PARK

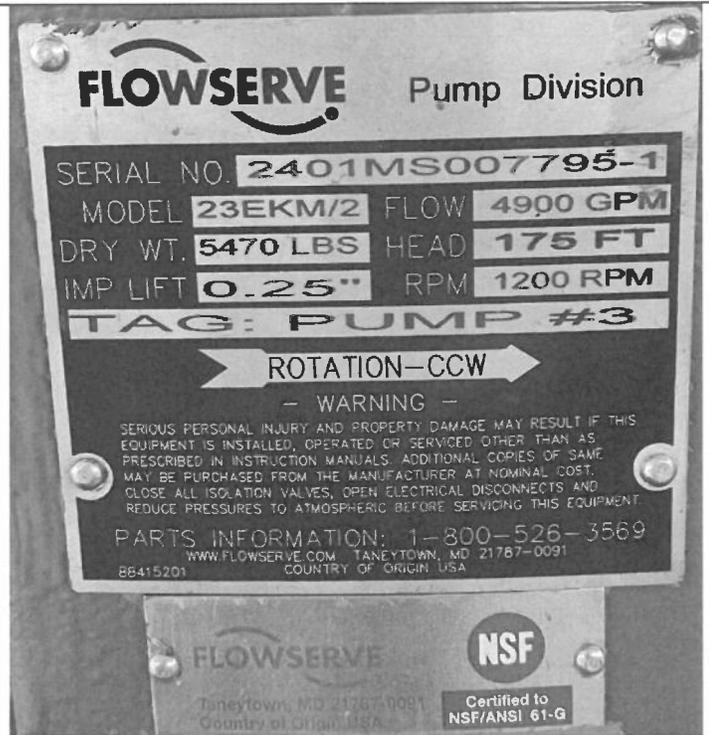
RFP #25-062

Main Pump Station Pump #4 Replacement

Exhibit B – Nameplate Information

Pump: Flowserve

- Model # 23EKM/2
- Flow 4,900gpm
- Head 175ft.
- 1,200rpm
- CCW Rotation



Motor: US Motors – NIDEC

Motor Corp.

- Inverter Suitable 20:1VT & 4:1 CT NEMA Premium
- 300HP
- 460 Volts
- 3 Phase
- 351 Amps
- 403 SF Amps
- 1,190rpm



Ball Valve: GA Industries

- 16" Ball Valve
- Casting Stamp R16-0402DC-1



ORLAND PARK

RFP #25-062

Main Pump Station Pump #4 Replacement

Exhibit B – Nameplate Information

AUMA Ball Valve Actuator (4 AUMA Nameplates)

- Model: SAR 07.6-FA10
- n: 13rpm
- Imax: 4.6A
- T close: 20-45ft-lbs
- T open: 20-45ft-lbs



- Model: GS 160.3/GZ 8:1
- Com. No. A151388-DS001
- T in: 50ft-lbs
- T out: 8,300ft-lbs



- Model: AE00048-4-0.20
- SF: 1.0
- 115V
- P: 1/4hp
- In: 6.4A
- 1,680rpm



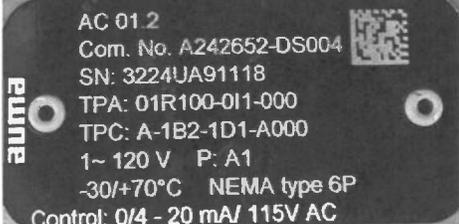


ORLAND PARK

RFP #25-062

Main Pump Station Pump #4 Replacement

Exhibit B – Nameplate Information

<p>-Model: AC 01.2 -120V -P: A1 -Control: 0/4 20mA/115V AC</p>	 <p>AC 01.2 Com. No. A242652-DS004 SN: 3224UA91118 TPA: 01R100-011-000 TPC: A-1B2-1D1-A000 1~ 120 V P: A1 -30/+70°C NEMA type 6P Control: 0/4 - 20 mA/ 115V AC</p>
<p><u>UPS: APC Smart Connect</u> Model: SMT2200C Input: -Plug Rating: 20A – Amp Max 16 -Plug Rating: 30A – Amp Max 18.4 Output: -Amp Max 16 – Rating 1.92kVA/1.92kW -Amp Max 18.4 – 2.2kVA/1.98kW</p>	
<p><u>Valve Control Cabinet: Westool Enclosures</u> Part Number: 1WTE303016SW</p>	
<p><u>Valve Control Cabinet Controls: Automatic Systems Company</u> ASC Project No: 20240042 – Orland Park, IL Unit: Valve #3 Battery Backup Control Panel Input Voltage: 480VAC Maximum Amps: 25 Amp Phases: Single</p>	
<p><u>Butterfly Valve: GA Industries</u> Model: 16FL-FIG804 16" Butterfly Valve with Handwheel</p>	 <p>GA Industries/VAG USA,LLC Butterfly VALVE Model: 16FL-FIG804 S/N: 2 Lot No: 20240202 Add: Mars PA-USA Location H Made in china</p> <p>NSF[®] NSF/ANSI 61&372</p>



PLUMBERS LOCAL 130 UA

Joint Apprenticeship Committee

1400 West Washington Boulevard, Chicago, Illinois 60607-1821

www.JAC130.org

James F. Coyne
CHAIRMAN

November 4, 2025

G. Justin Treutelaar
CO-CHAIRMAN

AIRY'S INC
21825 CHERRY HILL ROAD
JOLIET, IL 60433

Patrick F. McCarthy
SECRETARY

Re – Signatory Contractor

Matthew N. Erickson
TREASURER

To whom it may concern,

Enclosed you will find a copy of the Department of Labor Certification for our Program.

This letter will serve as confirmation that **Airy's, Inc.**, is a signatory contractor to the Joint Apprenticeship Committee, Local 130 UA. Our Apprentice Program is registered with the Department of Labor's Bureau of Apprenticeship under program number IL01 7440001.

Our Apprentice Program has successfully trained and graduated thousands of apprentices providing safe, efficient and hard-working plumbing apprentices for signatory contractors.

The Plumbers JAC Local 130, UA has graduated the following number of apprentices within the last five years:

2024:	111
2023:	99
2022:	150
2021:	85
2020:	84

Should you have any further questions or concerns please feel free to contact our office at (312) 421-1028.

UNION TRUSTEES

Jones L. Richmond
Paul M. Rodriguez
Peter C. Olson
William A. Wilkens III, Alternate
Jennifer MacDonald, Alternate

EMPLOYER TRUSTEES

Anthony J. Albergo
John W. Baethke
Scott Hoffman
Todd C. Leonard, Alternate
Dennis Piehowski, Alternate

TRAINING DIRECTOR

Anthony M. Rottman

INSTRUCTORS IN CHARGE

James W. Brooks
Brandon Harwell
Thomas Jennrich

Sincerely,

Anthony M. Rottman
Training Director

AMR: cm

s:\contractor requests\signatory contractor verification w_completion numbers.docx

Joliet

Chicago

Volo

312.421.1028 (phone)

312.421.4468 (fax)



James M. Sweeney / Chairman

David M. Snelten / Secretary

Operating Engineers Local 150 Apprenticeship Fund

A Joint Effort of Labor and Management to Further the Aim of Industry
www.asiplocal150.org

Nov. 4, 2025

To whom it may concern,

Airy's Inc. is a signatory contractor to the I.U.O.E. Local 150, and therefore also participates in the I.U.O.E. Local 150 Apprenticeship and Skill Improvement Program (ASIP), located at: 19800 W. South Arsenal Rd., in Wilmington, IL. The Local 150 ASIP is a DOL Registered Apprenticeship Program overseen by the DOL's Office of Apprenticeship (OA). Listed below are the number of graduates of its program during the years 2021 through Nov. 4, 2025.

- 2025 - 152
- 2024 - 147
- 2023 - 256
- 2022 - 275
- 2021 - 165

If there are any questions regarding the I.U.O.E. Local 150 Apprenticeship, please feel free to contact me directly.

Thank you,

George Antos/Coordinator
ASIP Local 150
Office: 815-722-3201

GA/cg

ASIP seeks to foster workplace environments where all journey workers and apprentices feel safe, welcomed, and treated fairly. In an effort to meet the requirements, set forth by the DOL, we are providing a link to online anti-harassment training to all individuals connected with the administration or operation of the apprenticeship program, including all apprentices and journey workers who regularly work with apprentices.
Anti-Harassment Training/Resources Link: [Prevent Harassment | Apprenticeship.gov](https://www.dol.gov/eop/anti-harassment)



November 4, 2025

Airy's Inc.

21825 Cherry Hill Road
Joliet, IL 60433

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Airy's Inc. is indeed signatory to the Fox Valley Laborers' Health & Welfare Fund and contributes to the Laborers Apprenticeship Fund and their active account is current.

Our Mandatory Apprenticeship Program has successfully trained and graduated hundreds of apprentices providing safe, efficient and hard-working employees for signatory employers. The LIUNA Chicagoland Laborers' District Council Training and Apprenticeship Fund has graduated the following number of apprentices within the last five years:

2024: 265
2023: 190
2022: 125
2021: 86

Regards,



Alfredo Ascencio
Director of Apprenticeship

Labor Trustees

James P. Connolly, *Chairman*
Michael Bivins
Martin Flanagan
Joseph V. Healy
Lloyd "Curly" Vaughn

Executive Director

Keith Vitale

Management Trustees

David Lorig, *Secretary*
Shane Higgins
Joseph Koppers
Robert G. Krug
Brian Rausch
William Vignocchi

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188



Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Chicagoland Laborers

Carol Stream, IL

For the occupation of CONSTRUCTION CRAFT LABORER

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*



April 12, 1999

Date

IL017990001

Registration No.

Ann V. Kelly

Administrator, Office of Apprenticeship



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STANDARDS OF APPRENTICESHIP

Developed by

**LIUNA Chicagoland Laborers' District Council Training
& Apprentice Fund and Board of Trustees**

AND

**Construction and General Laborers' District
Council of Chicago and Vicinity, Laborers'
International Union of North America**

For the occupation of

Construction Craft Laborer

O*NET-SOC CODE: 47-2061.00

RAPIDS CODE: 0661HY

**REGISTERED AS PART OF THE NATIONAL APPRENTICESHIP PROGRAM IN ACCORDANCE WITH THE
BASIC STANDARDS OF APPRENTICESHIP ESTABLISHED BY THE SECRETARY OF LABOR**



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Appendix A - Work Process Schedule and Related Instruction Outline

Appendix B - Apprenticeship Agreement

Appendix C - Affirmative Action Plan

Appendix D - Qualifications and Selection Procedures



FOREWORD

These LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America Standards of Apprenticeship have as their objective the training of **laborers** skilled in all phases of the industry. The Sponsor recognizes that in order to accomplish this, there must be well-developed On-the-Job Learning (OJL) combined with Related Instruction.

This recognition has resulted in the development of these Standards of Apprenticeship. They were developed in accordance with the basic standards recommended by the U.S. Department of Labor, Office of Apprenticeship, as a basis from which the Sponsor can work to establish an apprenticeship training program that meets the particular needs of the area.

Geographic Area of Coverage

The Standards apply in the geographic areas of the State of Illinois, including Lake, McHenry, Kane, DuPage, Kendall, Cook, Will, Grundy and Boone counties.

Participation/Jurisdiction

These Standards apply to the signatory Employer and employee organizations, their members, to other Employers who subscribe to them in writing or are a party to the Collective Bargaining Agreement, and to all Apprenticeship Agreements resulting from these Standards of Apprenticeship (Standards).



SECTION I - PROGRAM ADMINISTRATION

Program Sponsors are responsible for the administration of all aspects of a Registered Apprenticeship program. Sponsor means any person, association, committee, or organization operating an apprenticeship program and in whose name the program is (or is to be) registered or approved. Sponsors will establish a Joint Apprenticeship Training Committee (JATC) to carry out the responsibilities and duties required of a Program Sponsor as described in these Standards of Apprenticeship.

Responsibilities of the JATC

- A. Cooperate in the selection of Apprentices as outlined in this Apprenticeship Program (or Program).
- B. Ensure that all Apprentices are under written Apprenticeship Agreements.
- C. Review and recommend apprenticeship activities in accordance with this Program.
- D. Establish the minimum standards of education and experience required of Apprentices.
- E. Register the Standards with the Registration Agency.
- F. Arrange evaluations of Apprentices' progress in manipulative skills and technical knowledge.
- G. Maintain records of all Apprentices, showing their education, experience, and progress in learning the occupation.
- H. Certify to the Registration Agency that Apprentices have successfully completed their Apprenticeship Program.
- I. Notify, within 45 days, the Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions, and cancellations with explanation of causes.
- J. Supervise all the provisions of the Standards and be responsible, in general, for the successful operation of the Standards by performing the duties here listed. Cooperate with public and private agencies, which can be of assistance in obtaining publicity to develop public support of apprenticeship. Keep in contact with all parties concerned, including Apprentices, Employers, and Journeyworkers.
- K. Provide each Apprentice with a copy of these Standards, along with any applicable written rules and policies. Require the Apprentice to sign an acknowledgment receipt of same. Follow this procedure whenever revisions or modifications are made to the rules and policies.
- L. When notified that an Apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the Sponsor will determine whether the Apprentice should continue in a probationary status and may require the Apprentice to repeat a process or series of



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processes before advancing to the next wage classification. Should it be found in the course of this determination that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the Sponsor will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement, as provided in 29 CFR § 29.7(h)(1)(2)(i) and (ii).

- M. The Sponsor will provide each registered Apprentice with continuous employment, insofar as possible, sufficient to provide the opportunity for completion of his or her Apprenticeship Program. If the Sponsor is unable to fulfill its training and/or employment obligation in conformance with these Standards, the Sponsor will, per Section XXII of these Standards and with the Apprentice's consent, make a good-faith effort to facilitate a transfer of the Apprentice to another registered sponsor for completion of the apprenticeship.

If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional Apprentices are employed. The suspension and reinstatement of Apprentices shall be done in relation to retention of the most advanced Apprentice and in accordance with the company policy for breaks in seniority.

- N. Assess the current and prospective need for Apprentices and trainees in the area covered by the Program and adjust intake and recruiting efforts accordingly.
- O. Review qualifications and employ instructors and staff as needed.
- P. Coordinate the Training Program and Apprentice Program as appropriate for support in all aspects of program management. Cooperate with the National JATC in research and evaluation studies, report test results and participate in certification programs.
- Q. Hear and judge all complaints and/or violations of Apprenticeship Agreements, rendering decisions as required by majority vote and maintaining the written record of any such dispute. In its discretion, the JATC shall exercise its disciplinary authority to withhold periodic wage advancements or to cancel the Apprenticeship Agreement for causes such as unsatisfactory progress on the job or in related study, unwillingness/inability to learn, unreliability, lack of interest, insubordination, improper conduct, and drug and/or alcohol use at work or during related study. The Director of Apprenticeship has the authority to request an illegal substance or alcohol test. Allegations involving matters of Equal Employment Opportunity in apprenticeship shall be processed consistent with the requirements of the federal regulations 29 CFR 30.



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- R. Determine the quality and quantity of experience on the job which Apprentices should have and to make every effort toward their obtaining it.
- S. Advise Apprentices on the need for accident prevention and provide instruction with respect to safety in the workplace.
- T. Notify the appropriate Registration Agency of all new Apprentices to be registered, credit granted, suspensions for any reason, reinstatements, extensions, completions and cancellations with explanation of causes and notice of completions of Apprenticeship Agreements.

Structure of the Joint Apprenticeship and Training Committee (JATC)

- A. Members of the JATC will be selected by the groups they represent.
- B. Membership will be composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s). The JATC shall be composed of 12 members, six appointed by the Construction and General Laborers' District Council of Chicago and Vicinity and six appointed by the Employer associations.
- C. Technical Assistance - such as that from the U.S. Department of Labor, Office of Apprenticeship and vocational schools - may be requested to advise the JATC.

Administrative Procedures

- A. The JATC will select a chairperson and a secretary, one representing Labor and the other representing Employers and will determine the time and place of regular meetings. Meetings will be held as frequently as needed to effectively manage the Program. Written minutes of the meetings will be kept. The Union and MARBA shall designate three Union and three Employer Trustees, respectively, to serve on the Joint Apprentice Subcommittee. The term of membership on the JATC shall be three years subject to the right of the appointing Associations and District Council to remove and appoint Trustees.
- B. The chairperson and secretary will have the power to vote on all questions affecting apprenticeship.
- C. The offices of chairperson and secretary should rotate among members of the JATC.
- D. The JATC shall meet quarterly or more often if necessary to conduct its business. Special meetings may be called by the Chair or by the Secretary. A quorum at any meeting shall consist of three members with at least one from the Union trustees and one from the Employers trustees. Each interest group shall always maintain the authority to cast an



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equal number of votes at JATC meetings. A record of the business conducted at each meeting shall be made.

- E. The JATC may delegate authority to the Executive Director of the Fund, Director of Apprenticeship and/or to the Coordinators of the Apprenticeship Program to carry out any of the responsibilities listed above in this Section I.

SECTION II - EQUAL OPPORTUNITY PLEDGE - 29 CFR §§ 29.5(b)(21) and 30.3(b)

The recruitment, selection, employment, and training of Apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the Apprenticeship Program as required under 29 CFR § 30.



SECTION III - AFFIRMATIVE ACTION PLAN AND SELECTION PROCEDURES - 29 CFR §§ 29.5(b)(21), 30.4, and 30.5

Sponsors with five or more registered Apprentices are required to adopt an affirmative action plan (Appendix C) and selection procedures (Appendix D), which will become part of these Standards of apprenticeship. However, the Office of Apprenticeship encourages the development of these two plans for all programs regardless of Apprentice numbers. For programs with fewer than five Apprentices, these plans are not required, and the Sponsor may continue to select Apprentices in conformance with its current human resources and equal employment opportunity hiring policies.

SECTION IV - QUALIFICATIONS FOR APPRENTICESHIP - 29 CFR § 29.5(b)(10)

Applicants will meet the following minimum qualifications:

A. Age

Applicants must be 18 years or age or older..

B. Education

Applicants must have a tenth grade education or higher or must have completed a General Educational Development (GED) program or other high school equivalency program. Applicants must provide an official transcript(s) for high school showing completion of tenth grade or higher or a GED certificate or other high school equivalency credential if applicable.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in Related Instruction.

E. Driver's License

Applicants must have a valid driver's license.



F. Substance Abuse Testing

Applicants will pass a screen for the current illegal use of drugs and alcohol on acceptance into the Program and prior to being employed.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

All applicants will be required to complete an application form and provide substantiating evidence for the above qualifications. (See Appendix D.)

SECTION V - APPRENTICESHIP AGREEMENT - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(11)

After an applicant for apprenticeship has been selected, but before employment as an Apprentice or enrollment in Related Instruction, the Apprentice will be covered by a written Apprenticeship Agreement (Appendix B) which can be submitted electronically through the RAPIDS, using the Apprentice Electronic Registration process. Such agreement will contain a statement making the terms and conditions of these Standards a part of the agreement as though expressly written therein. The Sponsor shall provide a copy of the Apprenticeship Agreement to the Apprentice, the Registration Agency, the Employer, and the Union. An additional copy will be provided to the veteran's state approving agency for those veteran Apprentices desiring access to any benefits to which they are entitled.

Prior to signing the Apprenticeship Agreement, each selected applicant will be given an opportunity to read and review these Standards, the Sponsor's written rules and policies, the Apprenticeship Agreement, and the sections of the Collective Bargaining Agreement (CBA) that pertain to apprenticeship.

The Registration Agency will be advised within 45 days of the execution of each Apprenticeship Agreement and will be given all the information required for registering the Apprentice.

The Apprenticeship Agreement shall contain a provision making these Standards a part thereof including consent by the Apprentice to the authority of the Sponsor to transfer the Apprentice from one participating Employer to another for just cause. However, it is understood that an Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the Sponsor from the referring Employer to another Employer unless the referring Employer cannot provide continuous employment or adequate OJL or unless the Employer refuses to release the employee to attend Apprenticeship Program classes. Furthermore, Apprentices who have entered the Program directly as a result of a referral and offer of employment shall not change Employers in violation of the rules of Sponsor. The Agreement Form shall identify any credit granted for previous experience, if any, and the entrance wage rate for the Apprentice as a percentage of the Journeyworker wage. The Sponsor will promptly notify the



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Registration Agency of all cancellations or termination of agreements. The Apprentice shall be required to pay back a percentage of training costs if he/she leaves the Apprenticeship Program early to either accept a journeywork position or work in non-union jobs within the Laborers' work jurisdiction. Apprentices cannot be on Local Union Journeymen's Out of Work List until the completion of the Program.

If an Apprentice is temporarily released due to business conditions, he/she shall be given the opportunity to be reinstated before any additional Apprentice is employed by the same sponsoring Employer. The Sponsor may arrange for the transfer of the Apprenticeship Agreement to another Sponsor after receiving the consent of the Apprentice and the new Sponsor.

SECTION VI - SUPERVISION OF APPRENTICES AND RATIOS - 29 CFR § 29.5(b)(14) and 29 CFR § 29.5(b)(7)

No Apprentice shall work without proper or adequate supervision of a Journeyworker.

For the purpose of these Standards, adequate or proper supervision of the Apprentice means the Apprentice is under the supervision of a fully qualified Journeyworker or supervisor at all times who is responsible for making work assignments, providing OJL, and ensuring safety at the worksite.

To adequately or properly supervise an Apprentice does not mean the Apprentice must be within eyesight or reach of the supervisor, but that the supervisor knows what the Apprentice is working on; is readily available to the Apprentice; and is making sure the Apprentice has the necessary instruction and guidance to perform tasks safely, correctly, and efficiently.

The sponsor shall establish a numeric ratio of Apprentices to fully proficient workers (Journeyworkers) consistent with proper supervision, training, safety, continuity of employment, and applicable provisions in CBAs, except where such ratios are expressly prohibited by the CBAs.

The ratio language must be specific and clearly described as to its application to the jobsite, workforce, department, or plant. The ratio of Apprentices to fully proficient workers (Journeyworkers) will be as noted in Appendix A.

The Sponsor will be responsible for the training of the Apprentice on the job. Apprentices will be under the general supervision of the Sponsor and under the direct supervision of the Journeyworker to whom they are assigned. The Supervisor of Apprentice(s) designated by the Employer will be responsible for the Apprentice's work assignments and will ensure the Apprentice is working under the supervision of a skilled Journeyworker. The supervisor will also evaluate the Apprentice's work performance and will complete and submit progress reports to the Sponsor.

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers



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being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

Apprentices shall work under the supervision of competent and qualified Journeyworkers on the job. Instruction in safety and safe work practices should be a part of job instruction in addition to that included in related OSHA regulations and in special off-job courses.

SECTION VII - TERM OF APPRENTICESHIP -29 CFR § 29.5(b)(2)

The term of the occupation will be two (2) years with an (OJL) attainment of 2,400 hours supplemented by the required hours of Related Instruction as stated on the Work Process Schedule and Related Instruction Outline (Appendix A). Full credit will be given for the probationary period.

The initial minimum requirement shall be 600 hours per six months, which amount may be met by up to 50 hours of added classroom instruction, where relevant work experience is unavailable and which amount may be reduced by the Joint Committee, if less than 90% of Apprentices are able to obtain 600 hours of OJL. In no case shall the on the job learning requirement be less than 500 hours per six months, regardless of work availability.

When credit is granted, the remaining term of apprenticeship shall be reduced. The term may also be reduced by the Committee for individual Apprentices demonstrating exceptional skill and technical knowledge competencies in any module or major component of the work processes.

SECTION VIII - PROBATIONARY PERIOD - 29 CFR §§ 29.5(b)(8), and 29.5(b)(20)

Every applicant selected for apprenticeship will serve a probationary period. The probationary period cannot exceed 25 percent of the length of the Program or 1 year, whichever is shorter. The probationary period shall be 500 hours of OJL hours.

The first 500 hours of employment for all entering Apprentices, without respect to any advanced standing awarded, shall constitute a probationary period, which shall be a part of the term of apprenticeship.

During the probationary period, either the Apprentice or the Sponsor may terminate the Apprenticeship Agreement, without stated cause, by notifying the other party in writing. The records for each probationary Apprentice will be reviewed prior to the end of the probationary period. Records may consist of periodic reports regarding progression made in both the OJL and Related Instruction, and any disciplinary action taken during the probationary period.



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Any probationary Apprentice evaluated as satisfactory after a review of the probationary period will be given full credit for the probationary period and continue in the Program.

After the probationary period, the Apprenticeship Agreement may be cancelled at the request of the apprentice or may be suspended or cancelled by the Sponsor for reasonable cause after documented due notice to the Apprentice and a reasonable opportunity for corrective action. In such cases, the Sponsor will provide written notice to the Apprentice and to the Registration Agency of the final action taken.

SECTION IX - HOURS OF WORK

Apprentices will generally work the same hours as fully proficient workers (Journeyworkers), except that no Apprentice will be allowed to work overtime if it interferes with attendance in Related Instruction classes.

Apprentices who do not complete the required hours of OJL during a given segment will have the term of that segment extended until they have accrued the required number of hours of training.

Apprentices also shall be subject to the same overtime or travel requirements as Journeyworkers but not to the degree that either conflicts with required Related Instruction. Apprentices may be discharged by the Employer for cause, including irresponsible work habits such as absences, late arrival, early departures, which may also result in termination from the Program by the Sponsor.



SECTION X - APPRENTICE WAGE PROGRESSION - 29 CFR § 29.5(b)(5)

Apprentices will be paid a progressively increasing schedule of wages and fringe benefits during their apprenticeship based on the acquisition of increased skill and competence on the job and in Related Instruction. Before an Apprentice is advanced to the next segment of training or to fully proficient or Journeyworker status, the Sponsor will evaluate all progress to determine whether advancement has been earned by satisfactory performance in OJL and in Related Instruction courses. In determining whether satisfactory progress has been made, the Sponsor will be guided by the work experience and Related Instruction records and reports.

The progressive wage schedule and fringe benefits will be an increasing percentage of the fully proficient or Journeyworker wage rate as established in the CBA. The percentages that will be applied to the applicable fully proficient or Journeyworker rate are shown on the attached Work Process Schedule and Related Instruction Outline (Appendix A). In no case will the starting wages of Apprentices be less than that required by any minimum wage law that may be applicable.

SECTION XI - CREDIT FOR PREVIOUS EXPERIENCE - 29 CFR §§ 29.5(b)(12) and 30.4(c)(8)

The Sponsor may grant credit toward the term of apprenticeship to new Apprentices. Credit will be based on demonstration of previous skills or knowledge equivalent to those identified in these Standards.

Apprentice applicants seeking credit for previous experience gained outside the supervision of the Sponsor must submit the request at the time of application and furnish such records and affidavits to substantiate the claim. An applicant who is a veteran and who wishes to receive consideration for military training and/or experience must submit a DD-214 form. Applicants requesting credit for previous experience who are selected into the Apprenticeship Program will start at the beginning wage rate. The request for credit will be evaluated and a determination made by the Sponsor during the probationary period, when actual on-the-job and Related Instruction performance can be examined. Prior to completion of the probationary period, the amount of credit to be awarded will be determined after review of the Apprentice's previous work and training/education record and evaluation of the Apprentice's performance and demonstrated skill and knowledge during the probationary period.

An Apprentice granted credit will be advanced to the wage rate designated for the period to which such credit accrues. The Registration Agency will be advised of any credit granted and the wage rate to which the Apprentice is advanced.

The granting of advanced standing will be uniformly applied to all Apprentices. The Sponsor will be the sole judge of the amount of credit to be granted, if any. Credit awarded shall advance the Apprentice to the wage period such credit entitles the Apprentice.



SECTION XII - WORK EXPERIENCE - 29 CFR § 29.5(b)(3)

During the apprenticeship, the Apprentice will receive OJL and Related Instruction in all phases of the occupation necessary to develop the skill and proficiency of a skilled Journeyworker. The OJL will be under the direction and guidance of the Apprentice's supervisor.

The work of the Construction Craft Laborer occupation is diverse; therefore, care must be taken to ensure that the families of tasks and clusters of job skills are organized so that the Sponsor can track the experience and training being received by the Apprentice.

While modifications may be required from time to time to accommodate the type of construction work available in the area, Apprentices are encouraged to gain experience in all of the commonly accepted major industry divisions. The four industry divisions are: (a) environmental remediation, (b) building construction, (c) heavy/highway construction and (d) underground construction. It is to be noted that the skills used are not necessarily discrete to one grouping.

The Sponsor will identify those skill clusters most important to success at the Journeyworker level in the locality in which the Program operates. The Sponsor will plan rotation and off-site instruction to meet those particular requirements.

Participation by the Apprentice in off-job and skill center manipulative skill training is particularly relevant to rounding out the skills acquired as noted above. It is the only viable alternative in dangerous, hazardous work. Moreover, the time spent in this form of tutoring skills is almost totally 100% training time as contrasted with the reverse in normal work time with its focus on productive output. It is for this reason the Sponsor may give added value to the time spent in such controlled training environments when determining the completion of a major component of the work processes and group skill modules.



SECTION XIII - RELATED INSTRUCTION - 29 CFR § 29.5(b)(4)

Every Apprentice is required to participate in coursework related to the job as outlined in Appendix A. A minimum of 144 hours of Related Instruction is recommended for each year of the apprenticeship. Apprentices agree to take such courses as the Sponsor deems advisable. The Sponsor will secure the instructional aids and equipment it deems necessary to provide quality instruction. In cities, towns, or areas having no vocational schools or other schools that can furnish Related Instruction, the Sponsor may require Apprentices to complete the Related Instruction requirement through Electronic Media or other instruction approved by the Registration Agency.

Each Apprentice may be paid a Trainee Allowance as determined by the Sponsor, while attending the required hours of related training.

The Sponsor will inform each Apprentice of the availability of college credit (if applicable).

Any Apprentice who is absent from Related Instruction will satisfactorily complete all coursework missed before being advanced to the next period of training. In cases of failure of an Apprentice to fulfill the obligations regarding Related Instruction without due cause, the Sponsor will take appropriate disciplinary action and may terminate the Apprenticeship Agreement after due notice to the Apprentice and opportunity for corrective action.

To the extent possible, Related Instruction will be closely correlated with the practical experience and training received on the job. The Sponsor will monitor and document the Apprentice's progress in Related Instruction classes.

The Sponsor will secure competent instructors whose knowledge, experience, and ability to teach will be carefully examined and monitored. The Sponsor may require the instructors to attend instructor training to meet the requirements of 29 CFR § 29.5(b)(4)(i)(ii) or state regulations.

Related Instruction provided by the Sponsor is identified in Appendix B.

SECTION XIV - SAFETY AND HEALTH TRAINING - 29 CFR § 29.5(b)(9)

All Apprentices will receive instruction in safe and healthful work practices both on the job and in Related Instruction that are in compliance with the Occupational Safety and Health Administration standards promulgated by the Secretary of Labor under 29 U.S.C. 651 et seq., as amended, or state standards that have been found to be at least as effective as the federal standards.

Apprentices will be taught that accident prevention is very largely a matter of education, vigilance, and cooperation and that they should strive at all times to conduct themselves in their work to ensure their own safety and that of their fellow workers.



SECTION XV - MAINTENANCE OF RECORDS – 29 CFR §§ 29.5(b)(6), 29.5(b)(23), and 30.8

Program Sponsors are responsible for maintaining, at a minimum, the following records:

- summary of the qualifications of each applicant;
- basis for evaluation and for selection or rejection of each applicant;
- records pertaining to the applicant's qualifications;
- the original application;
- records of each Apprentice's OJL;
- Related Instruction reviews and evaluations;
- progress evaluations;
- record of job assignments, promotions, demotions, layoffs, or terminations, rates of pay; and
- any other actions pertaining to the apprenticeship

Program Sponsors will also maintain all records relating to apprenticeship applications (whether selected or not), including, but not limited to, the Sponsor's outreach, recruitment, and selection process. Such records will clearly identify minority and female (minority and nonminority) applicants and must include, among other things, the basis for evaluation and for selection or rejection of each applicant. For a complete list of records that each sponsor is required to maintain under 29 CFR § 30, please refer to 29 CFR § 30.8. Sponsoring Employers must maintain records of applicants and apprentices as required by law.

All such records are the property of the Sponsor and will be maintained for a period of 5 years from the date of last action. They will be made available to the Registration Agency upon request.

The Sponsor will maintain for a period of five (5) years from the date of last action, all records relating to Apprentice applications (whether selected or not), the employment and training of apprentices, and any other information relevant to the operation of the program. This includes, but is not limited to, records on the recruitment, application and selection of apprentices, and records on the apprentice's job assignments, promotions, demotions, layoffs, terminations, rate of pay, or other forms of compensation, hours of work and training, evaluations, and other relevant data. The records will permit identification of minority and female (minority and non-minority) participants. These records will be made available on request to the Registration Agency.

Apprentice Work Records: The Apprentice will maintain a work record showing the amount and type of work being performed classified in accordance with the designations of the work processes as shown in Appendix A. Work record forms will be provided to each apprentice. Work records are to be submitted to the Committee at one month intervals to be recorded in the apprentices' master record. Work records together with off-site instruction and training reports will be used by the JATC in determining advancements, completions, and reassignment needs.



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Committee Records: The JATC shall maintain descriptive records on all equal employment opportunity and affirmative action matters. These include documentation of outreach efforts, application notices, applications and their disposition, and actions taken.

The JATC shall also maintain records of disciplinary or adverse actions, hearings and decisions made, involuntary actions relative to the Program, enrolled Apprentices, participating employers, Registration Agency, or any legal proceedings involving the Committee.

The Apprentice will authorize an effective release of their completed Related Instruction records from the local school authorities to the JATC. The record cards and all data, written records of progress evaluations, corrective and final actions pertaining to the apprenticeship, will be maintained by and will be the property of the JATC. This record will be included in each apprentice's record file maintained by the JATC.

Before each period of advancement, or at any other time when conditions warrant, the JATC will evaluate the apprentice's record to determine whether he/she has made satisfactory progress. If an apprentice's Related Instruction or on-the-job progress is found to be unsatisfactory, the JATC may determine whether the Apprentice will continue in a probationary status, or require the Apprentice to repeat a process or series of processes before advancing to the next wage classification. In such cases, the JATC will initiate a performance improvement plan with the apprentice.

Should it be found that the Apprentice does not have the ability or desire to continue the training to become a Journeyworker, the JATC will, after the Apprentice has been given adequate assistance and opportunity for corrective action, terminate the Apprenticeship Agreement.



SECTION XVI - CERTIFICATE OF COMPLETION OF APPRENTICESHIP - 29 CFR § 29.5(b)(15), and Circular 2015-02

Upon satisfactory completion of the requirements of the Apprenticeship Program as established in these Standards, the Sponsor will so certify to the Registration Agency and request the awarding of a Certificate of Completion of Apprenticeship to the completing apprentice(s). Such requests may be completed electronically using the supplied U. S. Department of Labor, ETA, Office of Apprenticeship, Application for Certification of Completion of Apprenticeship Form in (Appendix B), accompanied by the appropriate documentation for both OJL and the Related Instruction as may be required by the Registration Agency.

SECTION XVII - NOTICE TO REGISTRATION AGENCY - 29 CFR §§ 29.3(d), 29.3(e), and 29.5(b)(19)

The Registration Agency must be notified within 45 days of any Apprentice action - e.g., registered, reinstated, extended, modified, granted credit, completed, transferred, suspended, canceled - and a statement of the reasons therefor.

SECTION XVIII - REGISTRATION, CANCELLATION, AND DEREGISTRATION - 29 CFR §§ 29.5(b)(18), 29.8(a)(2), and 29.8(b)(8)

These Standards will, upon adoption by the Sponsor, be submitted to the Registration Agency for approval. Such approval will be acquired before implementation of the program.

The Sponsor reserves the right to discontinue at any time the Apprenticeship Program set forth herein. The Sponsor will notify the Registration Agency within 45 days in writing of any decision to cancel the Program.

The Registration Agency may initiate deregistration of these Standards for failure of the Sponsor to abide by the provisions herein. Such deregistration will be in accordance with the Registration Agency's regulations and procedures.

The Sponsor will notify each Apprentice of the cancellation of the Program and the effect of same. If the Apprenticeship Program is cancelled at the Sponsor's request, the Sponsor will notify the apprentice(s) within 15 days of the date of the Registration Agency's acknowledgment of the Sponsor's request. If the Registration Agency orders the deregistration of the Apprenticeship Program, the Sponsor will notify the apprentice(s) within 15 days of the effective date of the order. This notification will conform to the requirements of 29 CFR § 29.8.



SECTION XIX - AMENDMENTS AND MODIFICATIONS - 29 CFR § 29.5(b)(18)

These Standards may be amended or modified at any time by the Sponsor provided that no amendment or modification adopted will alter any Apprenticeship Agreement in force at the time without the consent of all parties. Such amendment or modification will be submitted to the Registration Agency for approval and registration prior to being placed in effect. A copy of each amendment or modification adopted will be furnished to each Apprentice to whom the amendment or modification applies.

SECTION XX - ADJUSTING DIFFERENCES; COMPLAINT PROCEDURE - 29 CFR §§ 29.5(b)(22), 29.7(k), and 30.11

The Sponsor will have full authority to enforce these Standards. Its decision will be final and binding on the Employer, the Sponsor, and the apprentice, unless otherwise noted below.

If an applicant or an Apprentice believes an issue exists that adversely affects his/her participation in the Apprenticeship Program or violates the provisions of the Apprenticeship Agreement or Standards, the applicant or Apprentice may seek relief through one or more of the following avenues, based on the nature of the issue:

29 CFR § 29.7(k)

For issues regarding wages, hours, working conditions, and other issues covered by the CBA, apprentices may seek resolution through the applicable grievance and arbitration procedures contained in the CBA.

The Sponsor will hear and resolve all complaints of violations concerning the Apprenticeship Agreement or Standards for which written notification is received within 15 days of the alleged violations. The Sponsor will make such rulings, as it deems necessary, in each individual case within 30 days of receiving the written notification. Either party to the Apprenticeship Agreement may consult with the Registration Agency for an interpretation of any provision of these Standards over which differences occur. The name and address of the appropriate authority to receive, process, and dispose of complaints is: The LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund located at 1200 Old Gary Ave. Carol Stream, Illinois, 60188.



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Discrimination Complaints

(29 CFR Part 30)

Any Apprentice or applicant for apprenticeship who believes that he/she has been discriminated against based on race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may personally or through an authorized representative, file a written complaint with the Registration Agency with whom the Apprenticeship Program is registered or EEOC.

Registration agency is the US/DOL/OA, Jose Velazquez, Deputy Administrator, Frances Perkins Building, 200 Constitution Avenue, NW, Washington, DC 20210. E-mail: Velazquez.jose.a@dol.gov Office phone number: 202.693.2909.

Generally, a complaint must be filed within 300 days of the alleged discrimination or specified failure to follow the equal opportunity standards. However, for good cause shown, the Registration Agency may extend the filing time. The time period for filing is for the administrative convenience of the Registration Agency and does not create a defense for the respondent.

Each complaint must be made in writing and must contain the following information:

- i The complainant's name, address and telephone number, or other means for contacting the complainant;
- ii The identity of the respondent (the individual or entity that the complainant alleges is responsible for the discrimination)
- iii A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why complainant believes the actions were discriminatory.
- iv The complainant's signature or the signature of the complainant's authorized representative.

Complaints of discrimination in the Apprenticeship Program may be filed and processed under Title 29, CFR part 30, and the procedures as set forth above.

The JATC will provide written notice of its complaint procedure to all applicants for apprenticeship and all apprentices.

On any dispute or complaint appealed to the registration agency, the Committee's further action will conform to the procedures published by that agency.

Neither the JATC; the JATC's sponsoring Employer and union organizations; nor their officers, members, employees, or agents; shall be liable financially or otherwise for actions taken by the JATC, or the consequences of such actions, with respect to:



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1. Withholding apprenticeship from any individual because of the individual's lack of qualifications, or because of the unavailability of employment or training opportunities; or
2. Cancellation of the Apprenticeship Agreement for cause; or
3. Non-referral of Apprentices to an Employer that fails to comply with the requirements of these Standards or the JATC, and/or removal of currently-employed Apprentices from such Employer; or
4. Inability of the JATC to provide employment opportunities and OJL; or
5. Failure of an Employer or an Apprentice to comply with legal requirements such as workers compensation, safety and health regulations, regulations relating to the employment of legal minors, or other federal, state or local mandates.

SECTION XXI - COLLECTIVE BARGAINING AGREEMENTS - 29 CFR § 29.11

Nothing in this part or in any Apprenticeship Agreement will operate to invalidate:

- (a) Any apprenticeship provision in any CBA between Employers and employees establishing higher apprenticeship standards; or
- (b) Any special provision for veterans, minority persons, or women in the standards, Apprentice qualifications or operation of the Program, or in the Apprenticeship Agreement, which is not otherwise prohibited by law, executive order, or authorized regulation.

SECTION XXII - TRANSFER OF AN APPRENTICE AND TRAINING OBLIGATION - 29 CFR § 29.5(13)

The Transfer of an Apprentice between apprenticeship programs and within an apprenticeship program must be based on agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors and must comply with the following requirements:

- i. The transferring Apprentice must be provided a transcript of Related Instruction and OJL by the committee or program sponsor;
- ii. Transfer must be to the same occupation; and
- iii. A new Apprenticeship Agreement must be executed when the Transfer occurs between the program sponsors.

The Apprentice must receive credit from the new sponsor for the training already satisfactorily completed.



It is the responsibility of the JATC to provide, insofar as possible, reasonably continuous employment for all Apprentices in the Program. Where the business of a participating Employer is not able to sustain reasonably continuous employment for the assigned apprentices, the JATC will attempt to arrange Transfer of apprentices to another participating Employer. An Apprentice who has entered the Program directly as a result of an Employer referral and offer of employment will not be transferred by the JATC from the referring Employer to another unless the referring Employer cannot provide continuous employment. If an Apprentice is laid off by a referring Employer, the Apprentice may accept employment from another Employer. If, however, after layoff an Apprentice accepts re-employment with the referring Employer, the Apprentice may not transfer to another Employer without permission of the JATC. Furthermore, if the nature of the participating Employer's business does not offer the diversity of work experience in the various processes of the trade or adequate OJL, the Committee may transfer apprentices to another participating Employer. Where there is an allegation of inadequate OJL, the JATC will provide the Employer with notice of any deficiencies and will provide the Employer a reasonable opportunity to correct deficiencies. The JATC shall determine whether there are deficiencies and the reasonableness of the Employer's action in correcting deficiencies. The Apprentice must receive credit from the new Employer for the training already satisfactorily completed. If conditions of business make it necessary to temporarily suspend the period of apprenticeship, Apprentices suspended for this reason will be given the opportunity to resume their active apprenticeships before any additional apprentices are employed.

An Employer that obtains the services of an Apprentice by a direct referral shall release the employee to attend Apprenticeship Program Classes and shall continue to employ the Apprentice as long as there is sufficient work, and as long as the Employer has the resources to provide OJL, provided the Apprentice has not given cause for termination. An Employer who violates this rule may be excluded by the JATC from using apprentices in the future. Notwithstanding the foregoing, the referring Employer may reject an applicant without cause only during the first thirty (30) days of the applicant's employment. However, an Employer shall not be required to continue to employ Apprentices whose attendance, cooperation or other work habits are cause for discharge, but shall not be permitted to reject an applicant based solely upon the applicant's lack of training or experience. Employers shall not employ an Apprentice who is required to remain in the employment of a referring Employer.

SECTION XXIII - RESPONSIBILITIES OF THE APPRENTICE

Apprentices, having read these Standards formulated by the Sponsor, agree to all the terms and conditions contained herein and agree to abide by the Sponsor's rules and policies, including any



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amendments, and to serve such time, perform such manual training, and study such subjects as the Sponsor may deem necessary to become a skilled Journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the Apprenticeship Program:

- A. Maintain and make available such records of work experience and training received on the job and in Related Instruction as may be required by the Sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the Employer to whom the Apprentice is assigned for the duration of the apprenticeship, unless the Apprentice is reassigned to another Employer or the Apprenticeship Agreement is terminated by the Sponsor.

Apprentice Responsibilities: The Committee shall impress upon each entering Apprentice that in signing the Apprenticeship Agreement, he or she voluntarily agrees to abide by the provisions of the Standards. The major responsibilities and obligations of the Apprentice follow:



- (1) Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the Employer.
- (2) Respect the property of the Employer and abide by the working rules and regulations of the Employer and the Committee.
- (3) Get along with other apprentices and Journeyworkers and carry out the instruction given by supervisors.
- (4) Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the Standards.
- (5) Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the Apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

SECTION XXIV - TECHNICAL ASSISTANCE

Technical assistance, such as that from the U.S. Department of Labor's Office of Apprenticeship and vocational schools, may be requested to advise the Sponsor.

The Sponsor is encouraged to invite representatives from industry, education, business, private organizations, and public agencies to provide consultation and advice for the successful operation of its training program.

SECTION XXV - CONFORMANCE WITH FEDERAL LAWS AND REGULATIONS

No Section of these Standards of Apprenticeship shall be construed as permitting violation of any Federal Law or Regulation.



SECTION XXVI - DEFINITIONS

APPRENTICE: Any individual employed by the Employer meeting the qualifications described in the Standards of Apprenticeship who has signed an Apprenticeship Agreement with the Sponsor providing for training and Related Instruction under these Standards and who registers with the Registration Agency.

APPRENTICE ELECTRONIC REGISTRATION (AER): An electronic tool that allows for instantaneous transmission of apprentice data for more efficient registration of apprentices and provides program sponsors with a faster turnaround on their submissions and access to their Apprenticeship Program data.

APPRENTICESHIP AGREEMENT: The written agreement between the Apprentice and the Sponsor setting forth the responsibilities and obligations of all parties to the Apprenticeship Agreement with respect to the Apprentice's employment and training under these Standards. Each Apprenticeship Agreement must be registered with the Registration Agency.

APPRENTICESHIP COMMITTEE (COMMITTEE): Those persons designated by the Sponsor to act as agents for the Sponsor in the administration of the program. A joint committee is composed of an equal number of representatives of the Employer(s) and of the employees represented by a bona fide collective bargaining agent(s).

CERTIFICATE OF COMPLETION OF APPRENTICESHIP: The credential issued by the Registration Agency to those registered Apprentices certified and documented as having successfully completed the Apprentice training requirements outlined in these Standards of Apprenticeship.

COLLECTIVE BARGAINING AGREEMENT: The negotiated agreement between the signatory Union and signatory Employer(s) that sets forth the terms and conditions of employment.

ELECTRONIC MEDIA: Media that utilize electronics or electromechanical energy for the end user (audience) to access the content. Includes, but is not limited to, electronic storage media, transmission media, the Internet, extranets, lease lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic media and/or interactive distance learning.

EMPLOYER: Any person, business, organization or company signatory to this Sponsor's Standards employing an Apprentice (whether or not such an entity is a party to an Apprenticeship Agreement with the Apprentice) that is responsible for providing hours of work, supervision, wages, and/or benefits to apprentices in its employ as registered under these Standards.

HYBRID OCCUPATION (HY): An occupation using an apprenticeship approach that measures the individual apprentice's skill acquisition through a combination of a specified minimum number of hours of OJL and the successful demonstration of competency as described in a work process schedule.

JOURNEYWORKER: A worker who has attained a level of skills, abilities, and competencies recognized within an industry as mastery of the skills and competencies required for the occupation. The term may also refer to a mentor, technician, specialist, or other skilled worker who



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has documented sufficient skills and knowledge of an occupation, either through formal apprenticeship or through practical on-the-job experience and formal training.

O*NET-SOC CODE: The Occupational Information Network (O*NET) codes and titles are based on the new Standard Occupational Classification (SOC) system mandated by the federal Office of Management and Budget for use in collecting statistical information on occupations. The O*NET classification uses an 8-digit O*NET-SOC code.

ON-THE-JOB LEARNING (OIL): Tasks learned on-the-job in which the Apprentice must become proficient before a completion certificate is awarded. The learning must be through structured, supervised work experience.

REGISTERED APPRENTICESHIP PARTNERS INFORMATION DATA SYSTEM (RAPIDS): A federal system that provides for the automated collection, retention, updating, retrieval, and summarization of information related to apprentices and apprenticeship programs.

REGISTRATION AGENCY: The U.S. Department of Labor's Office of Apprenticeship that has responsibility for registering apprenticeship programs and apprentices, providing technical assistance, conducting reviews for compliance with 29 CFR §§ 29 and 30, and conducting quality assurance assessments.

RELATED INSTRUCTION: An organized and systematic form of instruction designed to provide the Apprentice with knowledge of the theoretical and technical subjects related to the Apprentice's occupation. Such instruction may be given in a classroom, through occupational or industrial courses, or by correspondence courses of equivalent value, Electronic Media, or other forms of self-study approved by the Registration Agency.

SPONSOR OR PROGRAM SPONSOR: Any person, association, committee, or organization that operates an apprenticeship program and in whose name the program is registered that assumes the full responsibility for administration and operation of the apprenticeship program. The Sponsor of this Apprenticeship Program is the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.

STANDARDS OF APPRENTICESHIP (STANDARDS): This entire document, including all appendices and attachments hereto, and any future modifications and additions approved by the Registration Agency.

SUPERVISOR OF APPRENTICE(S): An individual designated by the program sponsor to supervise or have charge and direction of an apprentice.

TRANSFER: A shift of apprenticeship registration from one program to another or from one employer within a program to another employer within that same program, where there is agreement between the Apprentice and the affected Apprenticeship Committees or Program Sponsors.

UNION: The signatory union and any of its affiliated local unions party to a labor agreement with the signatory employer(s). The Union is the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America



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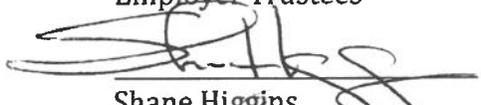
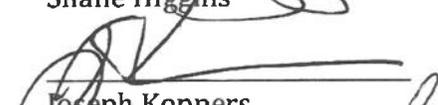
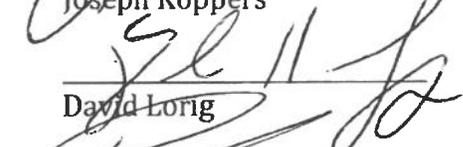
SECTION XXVII - OFFICIAL ADOPTION OF APPRENTICESHIP STANDARDS AND ALL APPENDICES

The LIUNA Chicagoland Laborers' District Council Training & Apprentice Fund and Board of Trustees AND Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America hereby adopt these Standards of apprenticeship on this ^{4th}₅ day of September, 2018 to be effective on and after January 1, 2019.

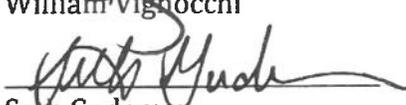
Illinois Road Builders Assn.
Lake County Contractors Assn.
Underground Contractors Assn.
MARBA

Construction and General Laborers'
District Council of Chicago and
Vicinity, Laborers Union International
of North America

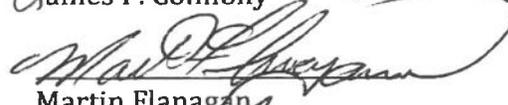
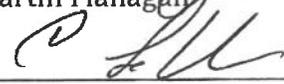
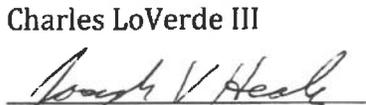
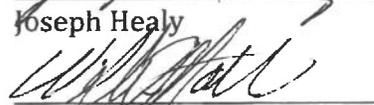
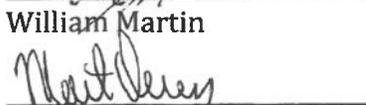
Employer Trustees


Shane Higgins

Joseph Koppers

David Long

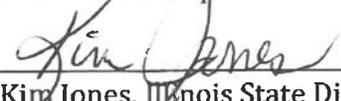
Robert G. Krug

William Vignocchi

Seth Gudeman

Union Trustees


James P. Connolly

Martin Flanagan

Charles LoVerde III

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William Martin

Martin Dwyer

Officially registered as incorporating the Standards of the
Office of Apprenticeship
United States Department of Labor


Kim Jones, Illinois State Director
Office of Apprenticeship

April 12, 1999

Date of Registration
Revised: February 1, 2019

IL017990001

Registration Number





Appendix A

WORK PROCESS SCHEDULE

AND

RELATED INSTRUCTION OUTLINE



Appendix A

WORK PROCESS SCHEDULE Construction Craft Laborer O*NET-SOC CODE: 47-2061.00 RAPIDS CODE: 0661HY

This schedule is attached to and a part of these Standards for the above identified occupation.

1. TYPE OF OCCUPATION

The hybrid approach measures skill acquisition through a combination of specified minimum number of hours of on-the-job learning (OJL) and the successful demonstration of competency as described in a work process schedule.

2. TERM OF APPRENTICESHIP

The term of the occupation shall be minimum two (2) years with an OJL attainment of 2,400 hours supplemented by 360 hours of Related Instruction.

3. RATIO OF APPRENTICES TO JOURNEYWORKERS

The ratio of Journeyworkers to Apprentices shall be six (6) Laborer Journeyworkers to one (1) Laborer Apprentice on a company-wide basis, with no more than twenty percent (20%) of Laborers being Apprentices on any one job site of the Employer. Employers who employ a maximum of between one (1) and five (5) Laborer Journeyworkers shall be entitled to one (1) Laborer Apprentice, who may be assigned to job sites irrespective of the twenty percent (20%) job site maximum specified in this provision per the CBA.

4. APPRENTICE WAGE SCHEDULE

Apprentices shall be paid a progressively increasing schedule of wages based on a percentage of the current Journeyworker wage rate. Journeyworker Scale is \$42.72 per hour plus benefits as of June 1, 2018.

The work and training schedule is as follows:

- 1st 6 months + 600 Hours OJL + 120 Hours Related Instruction
- 2nd 6 months + 1200 Cumulative Hours OJL + 80 Hours Relation Instruction
- 3rd 6 months + 1800 Cumulative Hours OJL + 80 Hours Related Instruction
- 4th 6 months + 2400 Cumulative Hours OJL + 80 Hours Related Instruction



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5. **WORK PROCESS SCHEDULE** (See attached Work Process Schedule)

The Sponsor may modify the work processes to meet local needs prior to submitting these Standards to the appropriate Registration Agency for approval.

6. **RELATED INSTRUCTION OUTLINE** (See attached Related Instruction Outline)



**WORK PROCESS SCHEDULE
Construction Craft Laborer
O*NET-SOC CODE: RAPIDS CODE: 0661HY**

Work Process Schedule for Construction Craft Laborer

The following list of general and specialty tasks represent skills required by a Construction Craft Laborer (CCL) in a high performance industry. In general, the skills represent competencies in managing and understanding resources, information, technology, systems, and interpersonal relations.

Where consistent with the available work, the following general skills should be mastered by all Construction Craft Laborers.

	APPROXIMATE HOURS
I. General Skills	600 - 1600 hours
A. Site/Project Preparation & Maintenance	200 - 600 hours
<ul style="list-style-type: none">• Transportation, erecting, dismantling and stockpiling of scaffolding and work platforms• Grading and compaction• Rigging & signaling for work traditionally performed by Construction Craft Laborers• Site preparation, clearing, clean-up and security	
B. Tools, Equipment and Materials	200 - 600 hours
<ul style="list-style-type: none">• Tool, equipment and material recognition and preparation• Hand, electric, gas, pneumatic and power tools• Tool/equipment use and maintenance• Tool, equipment and material storage and security	
C. Safety (continuous throughout all phases of on-the-job learning and related instruction)	200 - 400 hours
<ul style="list-style-type: none">• Confined space safety• Flagging, signing and traffic awareness• Hazard material recognition• Trenching and site excavation safety	



II. Specific Skills	1400 – 2600 hours
Where available and required for the job, we expect the Apprentice to gain experience in each of the following specific groups	
A. Building Construction	440 – 700 hours
Concrete (placement and removal) Landscaping Mason/plasterer tending	
B. Heavy/Highway Construction	440 – 800 hours
Concrete (placement and removal) Asphalt (placement and removal)	
C. Underground Construction	440 – 800 hours
Pipe laying for work traditionally performed By Construction Craft laborers Tunnel and Shaft Drilling and blasting Concrete (placement and removal) Utility work	
D. Environmental	80 – 100 hours
Rules and regulations (lead, asbestos and hazardous waste) Hazard awareness (lead, asbestos and hazardous waste) Personal protective equipment EPA, Illinois regulations	
Total Hours	2000 – 4000 hours

2400
TOTAL MINIMUM HOURS



RELATED INSTRUCTION OUTLINE
Occupation Title
O*NET-SOC CODE: RAPIDS CODE: 0661 HY

Related instruction - This instruction shall include, but not be limited to:

Related Education Schedule	Approximate Hours
-----------------------------------	--------------------------

FIRST YEAR APPRENTICE RELATED TRAINING SCHEDULE

First Week of Training:

Apprentice Program Benefits Orientation	2 Hours
Apprentice and Union Orientation	4 Hours
Back Safety	4 Hours
Hazard Communication Training	2 Hours
First Aid/CPR/AED	6 Hours
Employability Skills	4 Hours
Construction Math	8 Hours
Work Zone Safety/Flagger Certification	10 Hours

Total	40 Hours
--------------	-----------------

The remaining 320 hours of additional required Apprentice Related Training, of which, 200 hours are mandatory during the first year of the Program and the outstanding 160 hours to be completed during the second year of the Program, will consist of the following courses:

Scaffold Builder	40 Hours
Concrete	40 Hours
30 Hour OSHA	40 Hours
Mason Tending	40 Hours
Pipelaying	40 Hours
Environmental Awareness	40 Hours
Blueprint Reading	40 Hours
Burning	16 Hours
Pneumatic Tools	32 Hours

Total	320 Hours
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Total Training Hours 360 Hours

Appendix B

CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM APPRENTICESHIP AGREEMENT



CONSTRUCTION CRAFT LABORER APPRENTICE PROGRAM

APPRENTICESHIP AGREEMENT

UNION OBLIGATIONS OF THE APPRENTICE

Participation in the apprentice program is contingent upon the apprentice meeting obligations to the Local Union to which he/she is assigned. Any apprentice not in good standing with the Local Union to which they were assigned, is not eligible for employment or to attend off-the-job related instruction or training.

OFF THE JOB RELATED INSTRUCTION AND TRAINING

All scheduled training classes will be conducted at the LiUNA Chicagoland Laborers' District Council Training and Apprentice Fund (or "Fund") in either the Carol Stream or the City of Chicago Training Facility, Monday through Friday, 7 am to 3:30 pm. It is the responsibility of the apprentice to verify which location each class will be taught.

ATTENDANCE

Apprentices must attend all off-the-job instruction and training as assigned and scheduled **whether they are working or not**. Appropriate notice will be given by mail to the apprentice of scheduled training dates. The apprentice **must confirm training dates with the training office and give their employer notice of the training dates as soon as possible**.

Apprentices must be on time for training classes and must be appropriately dressed. Appropriate work clothing includes work pants (no shorts), shirts with sleeves (long or short) and safety-toe boots. Apprentices should also dress appropriately for the weather conditions (hot, cold, etc.). Training will be conducted indoors and outdoors. Once hard hats, gloves and safety glasses are assigned to the apprentice they are responsible for bringing them to class each day.



VIOLATION ASSESSMENTS

An apprentice shall be considered **late** for training classes if the apprentice arrives 1–10 minutes past the starting time of the scheduled class.

An apprentice shall be considered **tardy** for training classes if the apprentice arrives 11-60 minutes past the starting time of the scheduled class.

An apprentice shall be considered **absent-unexcused** for training classes if the apprentice arrives more than 60 minutes past the starting time of the scheduled class; or does not attend a day of scheduled training; or leaves class without authorization.

An apprentice shall be considered **absent-excused** if the apprentice's absence from scheduled class is for personal medical reasons, a death in the immediate family, a court appearance or because of military obligations. **Written documentation substantiating the reason for the absence must be submitted to the Joint Apprenticeship and Training Committee (JATC) within one week of the absence.**

Any missed training will require the apprentice to promptly make up the time missed or repeat the entire class at the discretion of the Apprenticeship Directorship or Apprentice Coordinator. Certificates, training stipends and wage increases cannot be awarded until the apprentice completes the required training.

ASSESSMENT OF POINTS FOR RULE VIOLATIONS

<u>POINTS</u>	<u>VIOLATION</u>
1	Late hour reports (received after the 10 th of the month)
5	Late for scheduled class
10	Tardy for scheduled class
15	Absent-unexcused for scheduled class
10	Violation of JATC rule
10	Violation of CLTAF rule.

An apprentice will be placed on probation if 20 or more points are accumulated during a period of apprenticeship. An apprentice will be terminated from the apprenticeship program if 31 or more points are accumulated during a period of apprenticeship.

The first 500 hours of employment for all entering apprentices shall constitute a probationary period, which shall be a part of the term of apprenticeship. During the probationary period the Apprenticeship Agreement may be terminated by the JATC or apprentice without stating a cause or hearing. After the probationary period, the agreement may be cancelled with good cause by the JATC.



PERIODS OF APPRENTICESHIP

An apprentice begins their two year term as an apprentice at 60% of Journeyworker wages.

They are required to complete 40 hours of initial training and:

In order to advance to the next level, first year, second 6 months (70%) the apprentice needs to have completed:

- 600 hours of on-the-job learning (OJL)
- 6 months from their acceptance date into the program
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, first 6 months (80%) the apprentice needs to have completed:

- A total of 1200 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to advance to the second year, second 6 months (90%) the apprentice needs to have completed:

- A total of 1800 hours (cumulative) of OJL
- 6 months from their last level increase
- And an additional 80 hours of instruction
- And must attend one Union meeting per quarter

In order to complete the apprentice program and advance to 100% Journeyworker rate, the apprentice needs to have completed:

- A total of 2400 hours (cumulative) OJL
- 6 months from their last level increase
- And their last 80 hours of instruction
- And must attend one Union meeting per quarter
- Introduction to Labor History I
- Introduction to Labor History II



RESPONSIBILITIES OF AN APPRENTICE

Apprentices, having read these standards formulated by the sponsor, agree to all the terms and conditions contained herein and agree to abide by the sponsor's rules and policies, including any amendments, and to serve such time, perform such manual training, and study such subjects as the sponsor may deem necessary to become a skilled journeyworker.

In signing the Apprenticeship Agreement, apprentices assume the following responsibilities and obligations under the apprenticeship program:

- A. Maintain and make available such records of work experience and training received on the job and in related instruction as may be required by the sponsor.
- B. Develop and practice safe working habits and work in such a manner as to assure his/her personal safety and that of fellow workers.
- C. Work for the employer to whom the apprentice is assigned for the duration of the apprenticeship, unless the apprentice is reassigned to another employer or the Apprenticeship Agreement is terminated by the sponsor.
- D. Perform diligently and faithfully the work of the trade and other pertinent duties as assigned by the employer.
- E. Respect the property of the employer and abide by the working rules and regulations of the employer and the Committee.
- F. Get along with other apprentices and journeyworkers and carry out the instruction given by supervisors.
- G. Attend regularly and complete satisfactorily the required hours of instruction and/or home study as stipulated in the standards.
- H. Conduct oneself at all times in a creditable, ethical and moral manner striving to enhance the dignity and craft worker status of the Construction Craft Laborer.

Failure to demonstrate willingness or ability to acquire the knowledge and skills of this craft, or failure to meet the apprentice responsibilities and obligations as outlined in these Standards and in the rules and regulations of the Committee, may result in cancellation of the Apprenticeship Agreement.

*Affirmative action statement, work process schedule statement, training allowance and apprentice related instructional hour statement can be referenced in the [Apprenticeship Standards for LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund.](#)



MISCELLANEOUS RULES

Apprentices shall immediately notify the LiUNA Chicagoland Laborers' District Council Training & Apprentice Fund by mail, in person or by calling 1-630-653-0006 of any change in address or telephone number.

If an apprentice fails to notify the Fund of a change of address and, as a result, does not attend scheduled classes because of not receiving notification to attend, that apprentice's absence from those classes shall be considered absent-unexcused.

An apprentice may not quit a job with a contractor, nor change contractors without approval from the Directorship of Apprenticeship.

An apprentice may be discharged from employment because of unsatisfactory work, improper conduct, indifference to rules and regulations or insubordination. During the apprentice's probationary period, such discharge will automatically result in termination from the apprentice program.

Apprentices laid off by their employer due to lack of work or reduction in workforce shall immediately notify the Director of Apprenticeship and their Local of such lay off.

Apprentices called back to work by the employer shall immediately notify the Apprentice Coordinator and their Local.

Apprentices shall complete monthly employment work reports and submit them by the 10th day of the following month to the Joint Apprenticeship Training Committee.

Apprentices must abide by all rules, regulations and conditions of application of the Fund.

Apprentices must abide by all requirements of the Apprenticeship Standards for Construction Craft Laborer (DOL #869-463-580).

Apprentices who fail to fulfill their mandatory quarterly union meeting attendance obligation will be assessed 10 violation points per quarter and will not receive any corresponding training stipends.



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Appendix C

AFFIRMATIVE ACTION PLAN

AFFIRMATIVE ACTION PLAN

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprentice Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

**AS REQUIRED UNDER TITLE 29, CODE OF FEDERAL REGULATIONS, PART 30
AMENDED MAY 12, 1978**

**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

SECTION I - INTRODUCTION

The JATC enters this Affirmative Action Plan (AAP) with good faith for the purpose of promoting equality of opportunity into its Registered Apprenticeship Program. The JATC seeks to increase the recruitment of qualified women and/or minorities for possible selection into the apprenticeship program in the event women and/or minorities are underutilized in the apprenticeship program. The JATC hereby adopts the following nondiscriminatory pledge and the AAP.

This AAP is a supplement to the Apprenticeship Standards. Any changes made by the JATC will become part of this written AAP, once approved by the Registration Agency.

SECTION II - EQUAL OPPORTUNITY PLEDGE

The JATC commits to the following Equal Opportunity Pledge:

LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1).

SECTION III - UTILIZATION AND ANALYSIS, GOALS AND TIMETABLES

In order to allow positive recruitment and full utilization of minorities and women in the apprenticeship program, the JATC pledges to identify outreach efforts under Section IV which will be undertaken. The purpose of the analysis is to determine the minority and women's labor force in the JATC's labor market area. Once the labor force is determined, the JATC can determine if deficiencies exist in terms of underutilization of minorities and/or women in the occupations registered with the Registration Agency. (See attached Affirmative Action Plan Workforce Analysis Worksheet.)

SECTION IV - OUTREACH AND POSITIVE RECRUITMENT

The JATC's AAP includes the following "checked" outreach and positive recruitment efforts that would reasonably be expected to increase minority and women's participation in apprenticeship by expanding the opportunity of minorities and women to become eligible for apprenticeship selection. **Once those efforts have been checked, the JATC will set forth the specific steps they intend to take under each identified effort.** The JATC will identify a **significant number of activities** in order to enable it to meet its obligation under Title 29, CFR part 30.4(c).

- A. X An announcement of specific apprenticeship openings must be disseminated thirty (30) days in advance of the earliest date for application at each interval to the following agencies/organizations:

- Registration Agency
- Women's Organizations/Centers
- Local Schools
- Employment Service Centers
- One Stop Centers
- Vocational Education Schools
- Other Organizations/Centers (which can effectively reach minorities and women)
- Newspapers (which are circulated in the minority community and among women)

The announcement will include the nature of the apprenticeship, requirements for admission to apprenticeship, availability of apprenticeship opportunities, sources of apprenticeship applications, and the JATC's equal opportunity policy. The period for accepting applications as established by the JATC is: _____

- B. Participation in annual workshops conducted by employment service agencies for the purpose of familiarizing school, employment service and other appropriate personnel with the apprenticeship program and current opportunities.
- C. Cooperation with school boards and vocational educational systems to develop programs for preparing students to meet the standards and criteria required to qualify for entry into the apprenticeship program.
- D. Internal communication of the JATC's equal opportunity policy should be conducted in such a manner to foster understanding, acceptance, and support among the JATC's various officers, supervisors, employees, and members, and to encourage such persons to take the necessary action to aid in meeting its obligation under Title 29, CFR part 30.
- E. Engaging in programs such as outreach for the positive recruitment and preparation of potential applicants for apprenticeships; where appropriate and feasible, such programs will provide for pre-testing experience and training. In initiating and conducting these programs, the JATC may be required to work with other JATCs and appropriate community organizations. The JATC will also initiate programs to prepare women and encourage women to enter traditionally male programs.
- F. Encouraging the establishment and utilization of programs of pre-apprenticeship, preparatory trade training, or others designed to afford related work experience or prepare candidates for apprenticeship. The JATC will make appropriate provisions in its AAP to assure that those who complete such programs are afforded full and equal opportunity for admission into the apprenticeship program.
- G. Utilizing journeyworkers to assist in the implementation of affirmative action in the apprenticeship program.
- H. Granting advance standing or credit on the basis of previously acquired experience, training, skills, or aptitude for all applicants equally.

- I. □ Other appropriate action to ensure that the recruitment, selection, employment, and training of apprentices during their apprenticeship will be without discrimination because of race, color, religion, national origin, or sex (e.g., general publication of apprenticeship opportunities and advantages in advertisements, industry reports, articles, etc., use of present minority and women apprentices and journeymen as recruiters; career counseling; development of reasonable procedures to ensure employment opportunity, including reporting systems, on-site reviews, briefing sessions).

The Sponsor shall:

- 1) Participate in workshops for school and employment service counselors.
- 2) Cooperate and counsel with secondary and vocational school administrators concerning needs of the industry and how transition of female and minority group students from school to apprenticeship can best be accomplished.
- 3) Disseminate information within the industry to acquaint all involved with the goals of the apprenticeship program and to effect cooperation.
- 4) Cooperate with concerned minority and female organizations. They shall disseminate information to the general public detailing procedures for applying for admission to apprenticeship and how to respond.
- 5) Run newspaper advertisements in major newspapers and minority newspapers in all areas of jurisdiction, bi-annually.
- 6) Attempt to secure on public service time on radio and/or TV commonly identified with the minority community.
- 7) Adopt other acts deemed necessary by the sponsor to accomplish the goals desired.

SECTION V - ANNUAL REVIEW OF AFFIRMATIVE ACTION PLAN

The JATC will make an annual review of its current AAP and its overall effectiveness and institute any revisions or modifications warranted. The review will analyze (independently and collectively) the affirmative action steps taken by the JATC for evaluating the positive impact, as well as the adverse impact in the areas of outreach and recruitment, selection, employment, and training. They will work diligently to identify the cause and affect that result from their affirmative action measures. The JATC will continually monitor these processes in order to identify the need for a new affirmative action effort and/or deletion of ineffective existing activities. All changes to the AAP must be submitted to the Registration Agency for approval. The JATC will continually monitor the participation rates of minorities and women in the apprenticeship program in an effort to identify any type of underutilization. If underutilization exists, corrective action will be immediately implemented. The goals and timetables also will be reviewed periodically as determined by the Registration Agency and updated where necessary.

AFFIRMATIVE ACTION PLAN WORKFORCE ANALYSIS WORKSHEET

A. SPONSOR INFORMATION

Program Number:	IL017990001	
Name of Sponsor:	Chicagoland Laborers Training & Apprenticeship Fund	
Address:	1200 Old Gary Ave	
City/State/Zip Code:	Carol Stream, IL 60188	
Contact Person:	Paul Hoetzer	
Phone Number:	630-653-0006 Ext. 235	FAX Number: 630-653-2762
E-Mail Address:	paul.hoetzer@chicagolaborers.org	

B. OCCUPATIONAL INFORMATION

Occupational Title: *	Construction Craft Laborer	
RAPIDS Code:0661	O*NET/SOC Code: 47-2061.00	
Type of selection method used:	Employer Referral	
Labor Market Area description:	All 9 Counties in the Northeastern corner of Illinois	

C. LABOR MARKET AREA & OCCUPATIONAL PARTICIPATION DATA

C.1 Total Labor Force in Labor Market Area * 4,451,902		
Number of Women:	2,048,014	23 % of labor force
Number of Minorities:	1,848,591	42 % of labor force
C.2 Working Age Population in Labor Market Area *		
Number of Women:		% of labor force
Number of Minorities:		% of labor force
C.3 Apprentice Participation in Craft/Occupation in National Apprenticeship System **		
Number of Women:	31	16 % of apprentices
Number of Minorities:	81	42 % of apprentices
C.4 The General Availability of Minorities and Women with the Present or Potential Capacity for Apprenticeship in Program Sponsor's Labor Market Area. ***		
Number of Women:		
Number of Minorities:		

Resources for obtaining labor market information.

* http://www.census.gov/hhes/www/eeoindex/page_c.html

** RAPIDS Data available from Registration Agency.

*** Program Sponsors may use any reasonable method for determining the general availability of minorities and women with the present or potential capacity for apprenticeship, including relying on the data recorded in Section C.1 for "Total Labor Force", C.2 for "Working Age Population", and C.3 "Apprentice Participation in Particular Craft/Occupation" to propose the entries for "The General Availability of Minorities and Women."

D. SPONSOR'S WORKFORCE DATA

D.1	Total Number of Journey/Craft Workers Employed:	10,000	
	Number of Women:		% of work force
	Number of Minorities:		% of work force
D.2	Total Percentage of Apprentices or of Applicant Pool (depending on selection method used)		
	Numerical percentage of Women apprentices or women in applicant pool:		%
	Numerical percentage of Minority apprentices or minorities in applicant pool:		%

E. ADDITIONAL RESOURCE DATA FOR CONSIDERATION IN ESTABLISHING GOALS

Industry Source Data		Minority rate of participation	Female rate of participation
E.1	Registered Apprenticeship Partners Information Data System (RAPIDS): *		
E.2	EEOC Occupational Employment Data: **		

* Data available from Registration Agency

** <http://www.eeoc.gov/stats/jobpat/jobpat.html>

F. DETERMINATION OF UTILIZATION

Analysis	Yes	No
Minority Underutilization:		
Female Underutilization:		

G. SPONSOR'S GOALS:

The program sponsor proposes and agrees to make a good faith effort to attain the goal of selecting 31 % minorities and 24% women during the next EEO Review cycle. These goals will not be used to discriminate against any qualified applicant on the basis of race, color, religion, national origin or sex.

The number of new apprentices to be hired during the next year (or selection period) is estimated to be: 60

Appendix D

QUALIFICATIONS AND SELECTION PROCEDURES

**QUALIFICATIONS AND SELECTION
PROCEDURES**

ADOPTED BY

**LiUNA Chicagoland Laborers' District Council
Training & Apprentice Fund and Board of Trustees**

**Chicago District Council, Laborers International
Union of North America**

**DEVELOPED IN COOPERATION WITH THE
U. S. DEPARTMENT OF LABOR
OFFICE OF APPRENTICESHIP**

The certification of this selection procedure is not a determination that, when implemented, it meets the requirements of the Uniform Guidelines on Employee Selection Procedures (41 CFR, part 60-3) or 29 CFR part 30. Note that selection procedures may need to be modified to provide reasonable accommodations to qualified individuals with disabilities.

SECTION I. - MINIMUM QUALIFICATIONS

Applicants seeking acceptance into the Apprentice Program of the LiUNA Chicagoland Laborers' District Council Training & Apprenticeship Fund (the "Fund") must meet the following minimum qualifications:

A. Age

Applicants must be 18 years of age or older.

B. Education

Applicants must have at least a tenth grade education or higher or a GED or other high school equivalency.

C. Physical

Applicants must physically be able to perform the work of the trade.

D. Communication

Applicants must have a reading, understanding, writing and communicating ability that would enable the applicant to perform the tasks of the Construction Craft Laborer in a safe manner and would allow the applicant to comprehend the subject matter taught, in English only, in related instruction.

E. Driver's License

Applicants must have a valid driver's license.

F. Substance Abuse Testing

Applicants must pass a substance abuse test to be accepted into the Program.

G. Legally Eligible

Applicants must legally be eligible to work in the United States.

SECTION II. - APPLICATION and SELECTION PROCEDURES

An employer must refer newly hired employees for selection into the Apprenticeship Program consistent with the Collective Bargaining Agreement. Any employees referred to the Apprenticeship Program must meet the minimum qualifications identified above.

An employer may refer more than one new employee to the Apprenticeship Program provided that they do not exceed the specified ratio of six journeyworkers to one apprentice. The JATC may accept into the Program an individual who has been referred by an employer provided the employer has agreed to employ the individual and the employer further agrees to provide the on-the-job learning required by the Apprenticeship Program. An employee who is referred to the Apprenticeship Program and is accepted into the program must participate in an initial one-week safety training orientation at the first opportunity offered by the Apprenticeship Program. The offering of safety training orientation to new apprentices does not substitute for an employer's ordinary obligation to provide safe working conditions and appropriate direction to apprentices and journeyworkers in order to minimize the chance of injury.

Sponsoring employers must submit to the Fund the following documentation for all applicants prior to the date the applicant completes the Fund's application and submits to a substance abuse test:

1. Valid driver's license
2. Social Security card
3. Transcripts from high school showing completion of tenth grade or higher or, if applicable, other documentation demonstrating completion of a GED or other high school equivalency
4. Sponsorship letter from signatory employer

Applications will be accepted at locations within the jurisdiction of the Program as determined by the JATC. All applicants will be required to complete an application form. After completion of the application, the applicant will submit to a substance abuse test. After the applicant has taken the substance abuse test and completed the application and accompanying documentation, the Fund staff will review all the documentation and test results to determine whether the applicant satisfies the minimum qualifications set forth in Section I. Applicants who do not meet such qualifications or who cannot provide substantiating evidence for meeting such qualifications will be rejected from the Apprentice Program. A notice will be provided to the employer and the applicant if the applicant is rejected from the Program.

Applicants who are military veterans and who wish to receive credit for military training or experience must submit a form DD-214 to verify such military training and/or experience.

SECTION III. - NON-DISCRIMINATION POLICY, NON-HARASSMENT POLICY AND COMPLAINT PROCEDURES

A. Non-Discrimination Policy

The Fund will not discriminate against apprenticeship applicants or apprentices based on race, color, religion, national origin, sex, (including pregnancy and gender identity) sexual orientation, genetic information, or because they are an individual with a disability or a person 40 years old or older. The Fund will take affirmative action to provide equal opportunity in apprenticeship and will operate the

Apprenticeship Program as required under Title 29 of the Code of Federal Regulations, part 30, Section 5 (c)(1). Any applicant or apprentice who feels the Fund discriminated against him or her may file a complaint under the procedures outlined below.

B. Non-Harassment Policy

The Fund will work to promote an environment in which all apprentices (1) feel safe, welcomed and treated fairly, (2) are not harassed because of their race, color, religion, national origin, sex (including pregnancy and gender identify), sexual orientation, age (40 or older), genetic information, or disability and (3) are free from intimidation and retaliation. To that end, harassing conduct shall not be tolerated. Harassing conduct is unwelcome conduct that is based on race, color, religion, sex (including pregnancy and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment or apprenticeship, or 2) the conduct is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Any apprentice who is harassed, intimidated or retaliated against because of their protected status may file a complaint under the procedures outlined below.

C. Complaint Procedure

The Fund has established the following procedure for lodging a complaint of harassment, discrimination or retaliation. The Fund will treat all aspects of the procedure confidentially to the extent reasonably possible.

1. An apprentice who feels harassed or intimidated or discriminated against based on race, color, religion, national origin, sex (including pregnancy and gender identity), sexual orientation, age (40 or older), genetic information, or disability may initiate the complaint process by filing a complaint in writing with the Director of Apprenticeship. This complaint process is also available to any apprentice who feels he or she has been intimidated, threatened, coerced, retaliated against or discriminated against because he or she has (a) filed a complaint alleging a violation of Part 30 of Title 29 , Subtitle A of the Federal Regulations ("Part 30"), (b) opposed a practice prohibited by the provisions of Part 30 or any other Federal or State equal opportunity law, (c) furnished information to, or assisted or participated in any manner, in any investigation, compliance review, proceeding, or hearing under Part 30 or any Federal or State equal opportunity law; or (d) otherwise exercised any rights and privileges under the provisions of Part 30. (The provisions of Part 30 shall be available upon request. Part 30 is the part of the Federal Regulations dealing with equal employment opportunity in Apprenticeship.)
2. No formal action will be taken against any person under this policy unless the Director of Apprenticeship has received a written and signed complaint containing sufficient details to determine if the policy may have been violated. If an instructor or other Fund staff becomes aware that harassment or discrimination is occurring,

either from personal observation or as a result of an apprentice's coming forward, the instructor should immediately report it to the Director of Apprenticeship.

3. Upon receiving a complaint or being advised by an instructor or other Fund staff that a violation of this policy may be occurring, the Director of Apprenticeship will notify the Fund and review the complaint with Fund counsel.
4. Within five working days of receiving the complaint, the Director of Apprenticeship will notify the person(s) charged [hereafter referred to as "respondent(s)"] of a complaint and initiate the investigation to determine whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
5. During the investigation, the Director of Apprenticeship, together with Fund counsel or other Fund employees, will interview the complainant, the respondent and any witnesses to determine whether the alleged conduct occurred.
6. Within 15 business days of the complaint being filed (or the matter being referred to the Director of Apprenticeship), the Director of Apprenticeship or other person conducting the investigation will conclude the investigation and submit a written report of his or her findings to the Executive Director.
7. If it is determined that harassment or discrimination in violation of this policy has occurred, the Executive Director will recommend appropriate disciplinary action. The appropriate action will depend on the following factors: a) the severity, frequency and pervasiveness of the conduct; b) prior complaints made by the complainant; c) prior complaints made against the respondent; and d) the quality of the evidence (e.g., first-hand knowledge, credible corroboration).
8. If the investigation is inconclusive or if it is determined that there has been no violation of policy but potentially problematic conduct may have occurred, the Director of Apprenticeship may recommend appropriate preventive action.
9. Within five days after the investigation is concluded, the Director of Apprenticeship will meet with the complainant and the respondent separately, notify them of the findings of the investigation, and inform them of the action being recommended.
10. The complainant and the respondent may submit statements to the Director of Apprenticeship challenging the factual basis of the findings. Any such statement must be submitted no later than five working days after the meeting with the Director of Apprenticeship in which the findings of the investigation are discussed.
11. Within 10 days from the date the Director of Apprenticeship meets with the complainant and respondent, the Executive Director will review the investigative report and any statements submitted by the complainant or respondent, discuss results of the investigation with the Director of Apprenticeship and/or other Fund staff as may be appropriate, and decide what action, if any, will be taken. The Director of Apprenticeship will report the Executive Director's decision to the complainant, the respondent and the instructors of the complainant and respondent. The Executive Director's decision will be in writing and will include findings of fact and a

statement for or against disciplinary action. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.

D. Alternative legal remedies

Nothing in this policy may prevent the complainant or the respondent from pursuing formal legal remedies or resolution through local, state or federal agencies or the courts, including the Office of Apprenticeship of the DOL as described below.

E. Right to Equal Opportunity

It is against the law for a sponsor of an Apprenticeship Program registered for Federal purposes to discriminate against an apprenticeship applicant or apprentice based on race, color, religion, national origin, sex, sexual orientation, age (40 years or older), genetic information, or disability. The sponsor must ensure equal opportunity with regard to all terms, conditions, and privileges associated with apprenticeship. If applicant or apprentice thinks that he or she has been subjected to discrimination, he or she may file a complaint within 300 days from the date of the alleged discrimination or failure to follow the equal opportunity standards with the US Department of Labor Office of Apprenticeship.

By Mail:

U.S. Department of Labor Office of Apprenticeship 200 Constitution Ave., NW Washington, DC 20210

Att'n: Apprenticeship EEO Complaints

Or

Scan it and email it to ApprenticeshipEEOcomplaints@dol.gov.

Complainants may also contact the following individual:

Dean Guido

Acting State Director

USDOL/ETA/OA

230 South Dearborn Street, Rm. 656

Chicago, IL 60604

Telephone: 312-596-5500

FAX: 312-596-5501

E-Mail: Guido.Dean@dol.gov

Complainants may also be able to file complaints directly with the EEOC, or State fair employment practices agency. If those offices have jurisdiction over the sponsor/employer, their contact information is listed below.

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government

section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Each complaint filed must be made in writing and include the following information:

1. Complainant's name, address and telephone number, or other means for contacting the complainant;
2. The identity of the respondent (i.e. the name, address, and telephone number of the individual or entity that the complainant alleges is responsible for the discrimination);
3. A short description of the events that the complainant believes were discriminatory, including but not limited to when the events took place, what occurred, and why the complainant believes the actions were discriminatory (for example, because of his/her race, color, religion, sex, sexual orientation, national origin, age (40 or older), genetic information, or disability);
4. The complainant's signature or the signature of the complainant's authorized representative.

Who may file a complaint: Any individual who believes that he or she has been or is being discriminated against on the basis of race, color, religion, national origin, sex, sexual orientation, age (40 or older), genetic information, or disability with regard to apprenticeship, or who believes he or she has been retaliated against as described in 29 CFR § 30.17, may, personally or through an authorized representative, file a written complaint as described above.

SECTION IV. - MAINTENANCE OF RECORDS

The JATC will keep adequate records including a summary of the qualifications of each applicant, the basis for evaluation and for selection or rejection of each applicant, the original application for each applicant, information relative to the operation of the Apprenticeship Program, including, but not limited to, job assignment, promotion, demotion, layoff, or termination, rates of pay or other forms of compensation or conditions of work, hours including hours of work and, separately, hours of training provided, and any other records pertinent to a determination of compliance with the regulations at Title 29, CFR part 30, as may be required by the U.S. Department of Labor. Sponsoring employers shall maintain employment-related records of applicants and apprentices as required by law. The records pertaining to individual applicants, selected or rejected, will be maintained by the JATC in such manner as to permit the identification of minority and women (minority and non-minority) participants.

Each JATC must retain a statement of its AAP for the prompt achievement of full and equal opportunity in apprenticeship, including all data and analysis made pursuant to the requirements of Title 29, CFR part 30.4. Each JATC also must maintain evidence that its qualification standards have been validated in accordance with the requirements set forth in Title 29, CFR part 30.5(b).

Records related to each applicant and apprentice will be maintained for five (5) years from the date

of last action and made available upon request to the U.S. Department of Labor or other authorized representative.

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Plumbers' Joint Apprenticeship Committee Local 130, U.A.

Chicago, Illinois

For The Trade of: Plumber

Registered as part of the National Apprenticeship System

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor



December 27, 1944

Date Revised: November 8, 2018

IL017440001

Registration No.

A. V. L. L.

Administrator, Office of Apprenticeship

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

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

The undersigned Ryan Hill,
(Enter Name of Person Making Certification)
as President
(Enter Title of Person Making Certification)
and on behalf of Airy's, Inc.
(Enter Name of Business Organization)

certifies that Proposer is:

1) **A BUSINESS ORGANIZATION:** Yes No

Federal Employer I.D. #: 36-2898229
(or Social Security # if a sole proprietor or individual)

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

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation IL. 1/1/1905
(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 *et seq.*

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

How are you certifying? Certificates Attached 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 <input checked="" type="checkbox"/> | Not Applicable |
| Disabled-Owned <input checked="" type="checkbox"/> | |

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

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

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

The Proposer 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 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 No []

During the performance of this Project, Proposer 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 Proposer 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 Proposer 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 Proposer 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 Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer'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 Proposer 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 No

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

amended, Proposer 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 Proposer 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 withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT: Yes No

In the manner and to the extent required by law, this RFP is subject to the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*). If awarded the Contract, per 820 ILCS 130 *et seq.* as amended, and if the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01) is in effect, Proposer shall maintain full compliance with its requirements.

9) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: Yes No

In the manner and to the extent required by 1-16-7 (Construction Bidding and Contracts) of the Village Code, this RFP is subject to the Responsible Bidder Ordinance requirements for Village public works projects with a value of \$25,000 or more. Each bidder/proposer must comply with the following criteria, and submit acceptable evidence of such compliance, in addition to any other requirements as determined from time to time by the Village for the specific type of work to be performed:

- (1) Participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years;

Bidder/Proposer meets all of the requirements noted above as well as participates in apprenticeship and training programs applicable to the work to be performed on the project, with the United States Department of Labor's Bureau of Apprenticeship and Training or the Illinois Department of Labor, including the graduation of at least five (5) apprentices in each of the applicable construction crafts in the preceding five (5) years and has attached certifications and supporting documents as proof.

Name of A&T Program: LIUNA Laborer's District Council Training & Apprenticeship Fund

Brief Description of Program: 2 year program. Minimum of 24 hours
on the job work training to become a journey worker.

Applicable Trades Covered by Apprenticeship Programs: _____

LIUNA! Laborers'

Plumber's J.A.C. Local 130

10) TAX COMPLIANT: Yes No

Proposer 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 Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal 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 RFP, 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:


Signature of Authorized Officer

Ryan Hill
Name of Authorized Officer

President
Title

10/23/2025
Date



U.S. Small Business
Administration

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 set-aside 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 [SBA's website to download SBA-approved digital icons](https://veterans.certify.sba.gov) 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.



Illinois Commission on Equity and Inclusion
Nina Harris, Chairperson
Alexandria Wilson, Acting Executive Director
115 South LaSalle Street, Suite 4N, Chicago, IL 60603

04/30/2025
Airy's, Inc.
21825 Cherry Hill Rd
Joliet, Illinois, 60433-8446

Re: Veterans Recognition Certification

Dear Ryan Hill,

Congratulations! After reviewing your information, we are pleased to inform you that your firm has been granted certification as a Service-Disabled Veteran Owned Small Business within the Veterans Business Program (VBP). The Commission on Equity and Inclusion (CEI) was created to maximize supplier diversity, equity, and inclusion by ensuring access to contracting opportunities. CEI develops procedures and initiatives that make procurement processes inclusive, fair, and equitable while providing support, education, and mentorship.

Veterans Recognition Certification Partners

City of Chicago
Cook County
U.S. Small Business Administration

The Veterans Recognition Certification allows vendors certified by one of the partner organizations to apply for VBP certification, which has several benefits. Businesses certified through the Veterans Recognition Certification will be listed in CEI's certified vendor directory, ensuring visibility amongst State procurement professionals and potential prime vendors. The VBP certification is recognized by various municipalities and organizations, aligning with their supplier diversity initiatives. Best of all, certification is free!

Host Agency: SBA

Certification Type: Service-Disabled Veteran Owned Small Business

Certification Date: 04/25/2025

Certification Expiration Date: 11/22/2025

Certification Renewal Date: 11/22/2025

Please note that you have been granted certification because you are certified by one of the partner organizations listed above and must recertify each year. CEI will email you at least 90 days before your certification anniversary date to remind you to update your certification as a condition of your continued certification. You are responsible for ensuring that the contact email address in the system is accurate and

up to date and that the email account is checked regularly so you do not miss any important notifications.

Veterans Recognition Certification firms are encouraged to notify CEI's certification unit within two weeks if any of the following changes occur:

- Ownership changes.
- Changes in control.
- Changes in the host agency's certification status.

If applicable, the North American Industry Classification System (NAICS) codes provided by the host agency have been translated to the following National Institute of Government Purchasing (NIGP) commodity codes using CEI's crosswalk. Please review the following list carefully to ensure all relevant NIGP codes are included. Your firm's name will only appear in CEI's certified vendor directory as a VBP-certified vendor in the specialty area(s) of:

909 - 75 - Site Clean-up, Post-Construction, 913 - 39 - Construction, Pipe Culvert, 913 - 45 - Construction, Sewer and Storm Drain, 913 - 56 - Construction, Utility and Underground Projects, 913 - 59 - Construction and Upgrades, Wastewater Treatment Plant, 913 - 60 - Construction, Water System, Plants, Main and Service Line, 913 - 62 - Construction, Concrete, Pour-In-Place, Form, Place, Finish, 913 - 77 - Maintenance and Repair, Pipe Culvert, 913 - 81 - Maintenance and Repair, Sewer and Storm Drain, Including Removal, 913 - 89 - Maintenance and Repair, Utility and Underground Projects, 913 - 91 - Maintenance and Repair, Wastewater Treatment Plant, 913 - 92 - Maintenance and Repair, Water System, Main and Service Line

Four Chief Procurement Officers (CPOs) exercise the State of Illinois' procurement authority. Each CPO has a separate bulletin that publishes the State's solicitations and bidding opportunities for each portfolio. CEI strongly recommends that all State-certified vendors register with each procurement bulletin to ensure notification of all relevant prime and subcontractor bidding opportunities.

CPO Procurement Websites

- The Chief Procurement Officer of General Services (CPO-GS) oversees the purchases of goods and services for roughly 65 State agencies, boards, and commissions. Learn more about CPO-GS at <https://cpo-general.illinois.gov/>.
- The Chief Procurement Officer of Higher Education (CPO-HE) oversees purchasing by State universities. Learn more about CPO-HE at <https://cpo-highered.illinois.gov/>
- The Chief Procurement Officer of the Capital Development Board (CPO-CDB) oversees vertical construction and construction-related services purchases. Learn more about CPO-CDB at <https://cpo-cdb.illinois.gov/>.
- The Chief Procurement Officer of the Illinois Department of Transportation (CPO-IDOT) oversees horizontal construction and construction-related services purchases. Learn more about CPO-IDOT at <https://cpo-dot.illinois.gov/>.

CEI welcomes your participation in VBP and wishes you continued success. If you have any questions or comments, please email CEI.BEP.Certification@Illinois.gov or call (312) 814-4190.

Sincerely,



Carlos Gutierrez
Certification Manager



Attachment A.

**State of Illinois
Domestic/Foreign Corporation Annual Report**

Year 2024 Corporation File No 51058542
 FILED November 22, 2024
 Alexi Giannoullas, Secretary of State

1. Corporate Name AIRY'S INC.
 Registered Agent RYAN E HILL
 Registered Office 21825 CHERRY HILL RD
 City, IL, Zip Code, County JOLIET, IL 60433-8446 WILL
2. Principal address of Corporation 21825 CHERRY HILL ROAD
JOLIET, IL 60433
- 3a. State or Country of Incorporation ILLINOIS 3b. Date Incorporated/Qualified 12-22-1976

4. The names and addresses of ALL officers & directors MUST be listed here!

Officers

Title Name & Address	PRESIDENT RYAN HILL 21825 CHERRY HILL RO AD JOLIET IL 60433
Title Name & Address	SECRETARY STUART JELM 21825 CHERRY HILL ROAD JOLIET IL 60433
Title Name & Address	ASSISTANT SECRETARY ROBERT NELSON 6437 W 181ST PLACE TINLEY PARK, IL 60477

5. If 51% or more of the stock is owned by a minority or female, please check the appropriate box

- Minority Female Both

6. Number of shares authorized and issued as of 9-30-2024

Class	Series	Par Value	Number Authorized	Number Issued
COMMON		10.000000	1200	120.000

7. The amount of paid-in-capital as of 9-30-2024 is \$ 10000

8. All property owned by the corporation is located in Illinois and all business transacted by the corporation is in Illinois.

9. Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to provisions of the Business Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

By RYAN HILL
 Authorized Officer
PRESIDENT November 22, 2024
 Title & Date

Fee Summary
Franchise Tax: \$0.00
Filing Fee: \$75.00
Penalty: \$0.00
Interest: \$0.00
Total Fee: \$75.00

Attachment A.



State of Illinois
Domestic/Foreign Corporation Annual Report

Year Corporation File No
2024 51058542

FILED November 22, 2024

Alexi Giannoullias, Secretary of State

1. Corporate Name AIRY'S INC.
Registered Agent RYAN E HILL
Registered Office 21825 CHERRY HILL RD.
City, IL, Zip Code, County JOLIET, IL 60433-8448 WILL

Officers	
Title Name & Address	VICE PRESIDENT THOMAS LAND 21825 CHERRY HILL ROAD JOLIET, IL 60433
Title Name & Address	TREASURER DIANE GLYNN 21825 CHERRY HILL ROAD JOLIET, IL 60433
Title Name & Address	DIRECTOR RYAN HILL 21825 CHERRY HILL ROAD JOLIET, IL 60433
Title Name & Address	DIRECTOR KRISTINE HILL 21825 CHERRY HILL ROAD JOLIET, IL 60433
Title Name & Address	DIRECTOR MARVIN HILL 4467 RACHEL BLVD SPRING HILL, FL 34607
Title Name & Address	



DISCLOSURE TYPE:	
<input type="checkbox"/>	Original
<input type="checkbox"/>	Amended
<input type="checkbox"/>	1 of () Disclosures

BUSINESS RELATIONSHIP DISCLOSURE FORM

Business Relationships. Pursuant to Village Code, all business relationships between vendors and Officials must be disclosed. Vendors and Officials shall complete this Business Relationship Disclosure Form when applicable. Failure to comply shall be considered a violation of the ordinance and can result in penalties.

For Vendors. Any vendor who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a current official or a past official during the preceding 10 years, where such relationship resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the current or past official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

For Officials. Any official who has had any business relationship within the preceding ten years or reasonably expects such a relationship in the following twelve months with a vendor, where such relationship has resulted in or is expected to result in financial benefit, shall disclose the following if the relationship entitled the official to compensation, economic opportunity, or payment in excess of \$7,500 annually. A business relationship does not include a political contribution, otherwise duly reported as required by law.

Submission of a disclosure does not disqualify a Vendor from consideration for a contract, grant, concession, land sale, lease or any other matters subject to the Village approval.

(1) Check applicable box Vendor Official

(2) For Vendor

I do not have a business relationship with any current Village of Orland Park Official or reasonably expect such a relationship in the following twelve months that entitled the Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix A for a listing of current Officials. (Please check the box if applicable and complete Certification section only.)

I did not have a business relationship with any past Village of Orland Park Official in the preceding ten (10) years that entitled the past Official to compensation, economic opportunity, or payment in excess of \$7,500 annually. See Appendix B for a listing of past Officials is included with this disclosure form. (Please check the box if applicable and complete Certification section only.)

(3) Please provide the name(s) of the Vendor(s) or Official(s) or related party.

_____ N/A _____

(4) What is the nature of the business relationship with the Vendor(s) or Official(s) or related party?

_____ N/A _____

(5) Provide the date(s)[month/year] of engagement or expected engagement:

_____ N/A _____

(6) If the Vendor has been acquired or purchased within the preceding five (5) years:

a. The date(s) of acquisition of the Vendor: N/A

b. The name(s) of the preceding Vendor, if changed: N/A

Certification

The undersigned Ryan Hill, as President, and on
(Print Name of Person Making Disclosure) (Print Title of Person Making Certification)

behalf of Airy's, Inc., certifies the information supplied is true and accurate.
(Print Name of Vendor / Official)

Signature: 

Date: 12/1/2025

See Appendix A for the List of Current Officials

See Appendix B for the List of Officials for the Past Ten (10) Years



ORLAND PARK

INSURANCE REQUIREMENTS

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

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

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p><u>WORKERS' COMPENSATION & EMPLOYER LIABILITY</u> Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p><u>AUTOMOBILE LIABILITY</u> (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p><u>GENERAL LIABILITY</u> (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p><u>ADDITIONAL INSURED ENDORSEMENTS:</u> <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p><u>LIABILITY UMBRELLA</u> (Follow Form Policy)</p> <p><input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input checked="" type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p><u>PROFESSIONAL LIABILITY</u></p> <p><input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> <u>BUILDERS RISK</u> Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> <u>ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY</u> \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> <u>CYBER LIABILITY</u> \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> <u>CG 20 37 ADDITIONAL INSURED</u> – Completed Operations (Provide only if box is checked)</p>

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 23rd DAY OF October, 2025


Signature

Ryan Hill, President

Printed Name & Title

Authorized to execute agreements for:

Airy's, Inc.

Name of Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH
PRODUCTS - COMPLETED OPERATIONS COVERAGE - AUTOMATIC STATUS FOR OTHER
PARTIES AND COMPLIANCE WITH WRITTEN CONTRACTUAL REQUIREMENTS
(THROUGH ISO 10/01 COVERAGE OPTIONS)**

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:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” which may be imputed to that person or organization directly arising out of:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the “written contract”; or
 - b. “your work” that is specified in the “written contract” but only for “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
 - (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the “written contract”; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of “your work”.
2. If the “written contract” specifically requires you to provide additional insurance coverage via the 04/13 edition of CG2010 (aka CG 20 10 04 13), or via the 04/13 edition of CG2037 (aka CG 20 37 04 13), then in paragraph **B.1.** above, the words “which may be imputed to that person(s) or organization(s) directly arising out of” are replaced by the words “caused in whole or in part by”.
3. If the “written contract” specifically requires you to provide additional insurance coverage via the 07/04 edition of CG2010 (aka CG 20 10 07 04), or via the 07/04 edition of CG2037 (aka CG 20 37 07 04), then in paragraph **B.1.** above, the words “which may be imputed to that person(s) or organization(s) directly arising out of” are replaced by the words “caused in whole or in part by”.
4. If the “written contract” specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01) then in paragraph **B.1.** above, the words “which may be imputed to that person(s) or organization(s) directly arising out of” are replaced by the words “arising out of”.
5. With regards to **B.1.** and **B.2.** above only, the following conditions are added:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. 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.

6. The insurance provided 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 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.
 - 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.
- C. Only for the purpose of the insurance provided this endorsement, **SECTION V– 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:

 1. Is currently in effect or becoming effective during the term of this policy; and
 2. Was executed prior to:
 - a. The “bodily injury” or “property damage”; or
 - b. The offense that caused the “personal and advertising injury”,
for which the additional insured seeks coverage under this coverage part.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
COMMERCIAL UMBRELLA 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;
- (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;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph 2. **Duties In The Event of Accident, Suit or Loss:**

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph 5.b. is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 09/30/2025 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. WC30304858 of the United Fire & Casualty Company
(NAME OF INSURANCE COMPANY)

issued to Airy's, Inc.

Premium \$

Authorized Representative

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 any one not named in the Schedule.

Schedule

We will not enforce our right against any person or organization with whom the insured has agreed, in a written contract or agreement executed prior to the accident or loss, that this right will be waived for work performed by you for that person or organization.

This agreement shall not operate directly or indirectly to benefit any one not specifically identified in a qualifying contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
COMMERCIAL UMBRELLA 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;
- (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;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
 - a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
- (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject 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:

 - a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Contractual Risk Transfer Evaluation Summary

Date 12/3/25

Vendor/Contractor Name: Airy's, Inc.
 Contract/Project Name/ #: MPS Pump #4 Replacement
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Pump Replacement
 Contract/Project Summary: **MPS Pump #4 Replacement**
 Policy Expiration Date: 9/30/26

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$10M/\$10M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other: \$3m/\$3m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:	Installation Floater		Other: \$4M/\$4M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

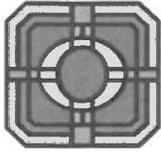
ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0906

File ID: 2025-0906	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
		File Created Date : 11/07/2025
Agenda Entry: Main Pump Station Pump #4 Replacement - RFP 25-062 Award	Final Action: 11/17/2025	

Title:

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal Summary Sheet - Airy's, RFP 25-062 -
Compliance Summary

Res/Ord Number:

Drafter:

Hearing Date:

**Department
Contact:**

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	11/07/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	11/17/2025	APPROVED				Pass

Text of Legislative File 2025-0906

..Title

Main Pump Station Pump #4 Replacement - RFP 25-062 Award

History

The Main Pump Station (MPS), located at 8800 Thistlewood Drive, was constructed in 1984 and put into service in 1985. The station consists of a 21.9 million gallon underground reservoir, and six (6) pumps, four (4) 300 HP and two (2) 200 HP motors that pump water from the reservoir into the distribution system. Two (2) of 300 HP pumps (One and Six) and their motors were replaced in 2008. In 2016, Pumps Three and Four were evaluated by Greeley and Hansen Engineering as part of the MPS Evaluation, who recommended the pumps be replaced rather than rebuilt when pump improvements were determined to be needed. Both these pumps are also 300 HP.

The Utilities division budgeted for Pump Three to be replaced in 2024 but bid out in

2023, which was completed in early 2025. Pump Four is part of the proposed FY 2026 budget, with a replacement schedule also in 2026. However, due to a significant lead time in receiving a new pump, currently at five (5) months, staff opted to solicit proposals and award the contract this fall, to give the winning contract ample time to place the order and still complete the project prior to the end of 2026.

RFP 25-062 "Main Pump Station Pump #4 Replacement" was published on BidNet Direct from October 2 to October 23, 2025. Courtesy emails were sent to two (2) vendors, twenty-three (23) vendors viewed and downloaded at least one (1) of the documents on BidNet Direct, but only one (1) proposal was received. Historically, this is a very specialized task and like Pump Three, a very limited number of proposals are received.

Airy's Inc., of Joliet, Illinois - \$680,617.00

Public Works staff reviewed the proposal, which comes from a contractor who has performed satisfactory work for the Village in the past. Therefore, it is staff's recommendation to accept the proposal from Airy's Inc. of Joliet, Illinois, for the Main Pump Station Pump #4 Replacement - RFP 25-062 in the amount of \$680,617.00, plus a contingency of \$20,000.00, for a total of \$700,617.00. Contingency is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the contract is signed.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

Financial Impact

Funds are available in account 5008150-570300 pending approval of the FY 2026 budget, and is at the budgeted amount.

Recommended Action/Motion

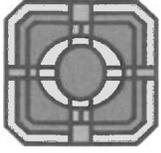
I move to waive the competitive bid process in favor of solicitation of competitive proposals and approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Airy's Inc., of Joliet, Illinois, as the lowest cost qualified responsive proposal for RFP 25-062- Main Pump Station Pump #4 Replacement for a cost of \$680,617.00 plus a contingency of \$20,000.00 for a total not-to-exceed contract price of \$700,617.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract within the authorized amount.

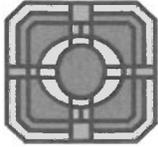


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File Number: 2025-0906



VILLAGE OF ORLAND PARK

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Meeting Minutes

Board of Trustees

Village President James V. Dodge, Jr.

Village Clerk Mary Ryan Norwell

Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,

Dina Lawrence, John Lawler and Joanna M. L. Leafblad

Monday, November 17, 2025

7:00 PM

Village Hall

CALL TO ORDER/ROLL CALL

The meeting was called to order at 7:00 P.M.

VILLAGE CLERK'S OFFICE

Approval of the November 3, 2025, Regular Meeting Minutes

The Minutes of the Regular Meeting of November 3, 2025, were previously distributed to the members of the Board of Trustees. President Dodge asked if there were any corrections or additions to be made to said Minutes. There being no corrections or additions,

I move to approve the minutes of the Board of Trustees Meeting of November 3, 2025.

A motion was made by Trustee Nelson Katsenes, seconded by Trustee Lawrence, that this matter be APPROVED. The motion carried by the following vote:

PROCLAMATIONS/APPOINTMENTS/PRESENTATIONS

Advisory Board Appointments

President Dodge appoints the following individuals who will be sworn in at their first full respective advisory board meeting. The appointments listed below are the 7th in a series of appointments that will be made over upcoming meetings.

Recreation Programming Advisory Board

-Gina Crotty

-Ryan Valen

Arts Commission

-Laimdota Ansmits

AI and Information Technology Advisory Board

-Jim Harmening

Grounds and Recreation Facilities Advisory Board

- Maggie Mikuzis
- Joe Smith
- Eric Pagnucci

Senior Citizen Advisory Board

- Karen Krooswyk
- Oriano Pagnucci

I move to consent the appointments by President Dodge as fully referenced below.

THIS PART IS FOR REFERENCE ONLY (NOT NECESSARY TO BE READ)

Recreation Programming Advisory Board

- Gina Crotty
- Ryan Valen

Arts Commission

- Laimdota Ansmits

AI and Information Technology Advisory Board

- Jim Harmening

Grounds and Recreation Facilities Advisory Board

- Maggie Mikuzis
- Joe Smith
- Eric Pagnucci

Senior Citizen Advisory Board

- Karen Krooswyk
- Oriano Pagnucci

A motion was made by Trustee Lawler, seconded by Trustee M. L. Leafblad, that this matter be APPROVED. The motion carried by the following vote:

Proclamation - Eggsperts Breakfast Cafe as Orland Park's Business of The Month - November 2025

Mayor Dodge honored Eggsperts Breakfast Cafe as Orland Park Business of the Month for November 2025 and read a proclamation. (refer to audio)

Dr. MJ Sughayer & Kaitlyn Whelan of Eggsperts Cafe had comments. (refer to audio)

Trustees Lawler, Lawrence, and Leafblad had comments. (refer to audio)

This item was a proclamation. NO ACTION was required.

PRE-SCHEDULED CITIZENS & VISITORS**Orland Park Area Chamber of Commerce - Monthly Update**

Sarah Stasukewicz, CEO of the Orland Park Area Chamber of Commerce, provided an update regarding Chamber matters. (refer to audio)

Discussion Only.

This item was a presentation. NO ACTION was required.

NON-SCHEDULED CITIZENS AND VISITORS FOR AGENDA-SPECIFIC PUBLIC COMMENT

Resident Cindy Tinaglia addressed the Board regarding the Bridlewood development. (refer to audio)

ACCOUNTS PAYABLE**Accounts Payable November 4, 2025, through November 17, 2025 - Approval**

The lists of Accounts Payable having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Accounts Payable November 4, 2025, through November 17, 2025, in the amount of \$4,733,632.79

A motion was made by Trustee Healy, seconded by Trustee M. L. Leafblad, that this matter be APPROVED. The motion carried by the following vote:

CONSENT AGENDA**Passed the Consent Agenda**

Trustee Milani requested that Item K. South Cook County Mosquito Abatement Water Supply Service And Right-Of-Way Dedication Agreement be removed from the consent agenda for a separate vote. (refer to audio)

A motion was made by Trustee Healy, seconded by Trustee M. L. Leafblad, to PASS THE CONSENT AGENDA, including all the following items marked as having been adopted on the Consent Agenda. The motion carried by the following vote:

Payroll for November 7, 2025 - Approval

The lists of Payroll having been submitted to the Board of Trustees for approval and the lists having been determined by the Board of Trustees to be in order and having been approved by the various Department Heads,

I move to approve the Bi-Weekly Payroll for November 7, 2025, in the amount of \$1,769,983.49.

This matter was APPROVED on the Consent Agenda.

Special Event Permit for Christ Lutheran Church Craft Show (300 people)

At the December 6, 2021, Board meeting, the Village Board approved an ordinance amending the Special Events Permit authorizing the Village Manager to approve events under 100 persons and requires Village Board approval for larger events. Special events held on Village grounds are processed through Recreation and Parks, while events held not on Village grounds are processed through Development Services.

Christ Lutheran Church will host an indoor craft show that will be open to the public on January 31, 2026, from 9:00 a.m. to 3:00 p.m. There will be a bake sale of homemade items, and they will be raffling off eight baskets. The address of the event is 14700 S. 94th Avenue.

I move to approve permitting Christ Lutheran Church to host an indoor craft show on January 31, 2026, contingent upon meeting all of the Village's permitting requirements, payment of fees, and inspections.

This matter was APPROVED on the Consent Agenda.

Elevator Maintenance Service Agreement

TK Elevator has provided elevator maintenance services for the Village since 2019, and has demonstrated a consistent record of reliability, responsive service, and effective issue resolution.

On February 20, 2023, the Village Board authorized execution of a three-year (2023-2025) contract with TK Elevator for the provision of elevator maintenance services pursuant to Omnia Co-Op Contract #R200502. The current agreement, which expires on April 11, 2026, provides comprehensive elevator maintenance and repair services at six (6) Village facilities, including Village Hall, the Franklin Loebe Center (FLC), SportsPlex, Orland Park Health and Fitness Center (OPHFC), the 143rd Street Parking Garage, and the Cultural Arts Center (CAC).

Following the demolition of the CAC in 2024, and the identification of a small service elevator at the Police Department that had not been previously included in the service agreement, staff recommends updating the scope of services. The proposed agreement will therefore include elevator maintenance and repair services at six (6) Village facilities: Village Hall, FLC, SportsPlex, OPHFC, the 143rd Street Parking Garage, and the Police Department.

Public Works was informed by TK Elevator that the level of coverage would be reduced for all new contracts starting in 2026. As the current service agreement

expires in April 2026, TK has agreed to provide the Village with a proposal that locks in the current level of service over the next five (5) years if the agreement is executed prior to December 19, 2025. If the new contract is not executed by December 19, a new service agreement with reduced coverage of parts, repairs, service and testing will be provided to the Village for consideration.

As such, Public Works is requesting to terminate the existing service agreement and replace it with a new service agreement as attached and summarized below.

Elevator Maintenance Service Agreement Proposal Summary

12/19/2025 - 12/19/2026:	\$18,840.00
12/19/2026 - 12/19/2027:	\$19,782.00
12/19/2027 - 12/19/2028:	\$20,771.10
12/19/2028 - 12/19/2029:	\$21,809.66
12/19/2029 - 12/19/2030:	\$22,900.14

Total Amount: \$104,102.90

The new contract for Elevator Maintenance would be for a term of three (3) years with an option to extend the contract for an additional two (2) years for a total of \$104,102.90, plus a \$10,000.00 contingency for a total not to exceed of \$114,102.90. Contingency is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time of Board approval.

I move to approve terminating contract 20230108 upon execution of a new service agreement with TK Elevator Corporation;

AND

Approve participation in joint purchasing cooperative Omnia Partners pursuant to Contract R250704 and authorize the approval and execution of a vendor contract with TK Elevator Corporation for an Elevator Maintenance Service Agreement based on TK Elevator Corporation’s proposal dated October 7, 2025, for cost of \$18,840.00 for 2025-2026, a cost of \$19,782.00 for 2026-2027, and a cost of \$20,771.10 for 2027-2028, with the option to extend the contract for two (2) additional years (2028-2030) for a cost of \$21,809.66 for 2028-2029 and a cost of \$22,900.14 for 2029-2030, plus a \$10,000.00 contingency, for a total not-to-exceed contract price of \$114,102.90;

AND

Authorize the Village Manager to execute all related contracts subject to Village Attorney review;

AND

Allow the Village Manager to approve change orders related to the contract within the authorized amount.

This matter was APPROVED on the Consent Agenda.

Pavement Marking - 2024-2026 Contract Change Order #2

RFP 24-025 for Pavement Marking 2024-2026 was awarded to Precision Pavement Markings, Inc. of Pingree Grove at the March 18, 2024, Village Board of Trustees meeting. The project encompasses striping asphalt roadways with epoxy pavement material, and the contract was not to exceed \$75,000.00 for 2025, or the Board approved budgeted amount in 2026.

Original quantities provided to the contractor for 2025 were estimates of linear feet for 4", 6", 12", 24", and longitudinal line striping. The linear feet quantity was higher than estimated on 153rd Street from Ravinia Avenue to West Avenue, but the stretch of road needed to be completed. The additional work resulted in an amount of \$2,837.07 more than the \$75,000.00 contract amount.

In order to compensate the contractor for the additional quantities, Contract Change Order #2 is requested in the amount of \$2,837.07, with a revised not to exceed contract amount of \$77,837.07 for 2025.

I move to approve Change Order #2 and Addendum A to Precision Pavement Markings, Inc. of Pingree Grove, Illinois for additional quantities and associated costs for striping work in the amount of \$2,837.07, with a revised not to exceed contract amount of \$77,837.07 for 2025;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Main Pump Station Pump #4 Replacement - RFP 25-062 Award

The Main Pump Station (MPS), located at 8800 Thistlewood Drive, was constructed in 1984 and put into service in 1985. The station consists of a 21.9 million gallon underground reservoir, and six (6) pumps, four (4) 300 HP and two (2) 200 HP motors that pump water from the reservoir into the distribution system. Two (2) of 300 HP pumps (One and Six) and their motors were replaced in 2008. In 2016, Pumps Three and Four were evaluated by Greeley and Hansen Engineering as part of the MPS Evaluation, who recommended the pumps be replaced rather than rebuilt when pump improvements were determined to be needed. Both these pumps are also 300 HP.

The Utilities division budgeted for Pump Three to be replaced in 2024 but bid out in 2023, which was completed in early 2025. Pump Four is part of the proposed FY 2026 budget, with a replacement schedule also in 2026. However, due to a significant lead time in receiving a new pump, currently at five (5) months, staff opted to solicit proposals and award the contract this fall, to give the winning contract ample time to place the order and still complete the project prior to the end of 2026.

RFP 25-062 "Main Pump Station Pump #4 Replacement" was published on BidNet Direct from October 2 to October 23, 2025. Courtesy emails were sent to two (2) vendors, twenty-three (23) vendors viewed and downloaded at least one (1) of the documents on BidNet Direct, but only one (1) proposal was received. Historically, this is a very specialized task and like Pump Three, a very limited number of proposals are received.

Airy's Inc., of Joliet, Illinois - \$680,617.00

Public Works staff reviewed the proposal, which comes from a contractor who has performed satisfactory work for the Village in the past. Therefore, it is staff's recommendation to accept the proposal from Airy's Inc. of Joliet, Illinois, for the Main Pump Station Pump #4 Replacement - RFP 25-062 in the amount of \$680,617.00, plus a contingency of \$20,000.00, for a total of \$700,617.00. Contingency is requested to address change orders made necessary by circumstances not reasonably foreseeable at the time the contract is signed.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

I move to waive the competitive bid process in favor of solicitation of competitive proposals and approve and authorize the execution of a Contractor Agreement between the Village of Orland Park and Airy's Inc., of Joliet, Illinois, as the lowest cost qualified responsive proposal for RFP 25-062- Main Pump Station Pump #4 Replacement for a cost of \$680,617.00 plus a contingency of \$20,000.00 for a total not-to-exceed contract price of \$700,617.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders related to this contract within the authorized amount.

This matter was APPROVED on the Consent Agenda.

A RESOLUTION REGARDING SURFACE TRANSPORTATION PROGRAM FUNDING FOR THE 151ST STREET RESURFACING (82ND AVENUE to HARLEM AVENUE) PROJECT

The Southwest Conference of Mayors (SWC) is requiring a resolution be passed demonstrating the Village's support of capital improvement projects applying for Surface Transportation Program Local Funding (STP-L). The current Call for Projects for FY27-FY31 is open until December 5, 2025.

The Village is committed to the resurfacing of 151st Street from 82nd Avenue to Harlem Avenue to address the deteriorating condition of the roadway. Along with resurfacing the roadway, utility structures will be adjusted/rehabilitated if needed, curb and gutter repaired, and traffic signal loops replaced. This project is currently on the contingency list for funding, so the Village is hoping to score high enough during the project evaluation process to be selected for funding. The Village currently has three (3) roadways slotted for STP-L funding over the next four (4) years: 131st Street, 143rd Street, and Orland Parkway. The selection of 151st Street for funding would greatly benefit the residents of Orland Park in which all major Village owned arterials would be resurfaced within the next six (6) years.

The Village's consultant, Christopher B. Burke Engineering, Ltd., will apply for STP-L funding for this project on behalf of the Village for Phase III Construction Engineering and Construction.

If the project is funded by STP-L, a resolution will be required to commit Village funds for the local match.

I move to adopt Resolution 2568, entitled: A RESOLUTION REGARDING SURFACE TRANSPORTATION PROGRAM LOCAL FUNDING FOR THE 151st STREET RESURFACING (82nd AVENUE TO HARLEM AVENUE) PROJECT.

This matter was APPROVED on the Consent Agenda.

A RESOLUTION REGARDING SURFACE TRANSPORTATION PROGRAM FUNDING FOR THE 151ST STREET RESURFACING (94TH AVENUE TO 82ND AVENUE) PROJECT

The Southwest Conference of Mayors (SWC) is requiring a resolution be passed demonstrating the Village's support of capital improvement projects applying for Surface Transportation Program Local Funding (STP-L). The current Call for Projects for FY27-FY31 is open until December 5, 2025.

The Village is committed to the resurfacing of 151st Street from 94th Avenue to 82nd Avenue to address the deteriorating condition of the roadway. Along with resurfacing the roadway, utility structures will be adjusted/rehabilitated if needed, curb and gutter repaired, and traffic signal loops replaced. This project is currently on the contingency list for funding, so the Village is hoping to score high enough during the project evaluation process to be selected for funding. The Village currently has three (3) roadways slotted for STP-L funding over the next four (4) years: 131st Street, 143rd Street, and Orland Parkway. The selection of 151st Street for funding would greatly benefit the residents of Orland Park in which all major Village owned arterials would be resurfaced within the next six (6) years.

The Village's consultant, Christopher B. Burke Engineering, Ltd., will apply for STP-L funding for this project on behalf of the Village for Phase III Construction Engineering and Construction.

If the project is funded by STP-L, a resolution will be required to commit Village funds for the local match.

I move to adopt Resolution 2569, entitled: A RESOLUTION REGARDING SURFACE TRANSPORTATION PROGRAM LOCAL FUNDING FOR THE 151ST STREET RESURFACING (94th AVENUE TO 82nd AVENUE) PROJECT.

This matter was APPROVED on the Consent Agenda.

Baseball Field Lighting at Centennial Park Ballfield #3

In 2020, the Streets division inherited all lighting in the Village to include parking lot lights and ballfield lights at multiple sports complexes, as part of the consolidation of Natural Resources and Facilities into Public Works. The Streets division ascertained challenges regarding ballfield lighting. These challenges include renting equipment that can reach seventy (70) feet in height to make needed repairs, at a cost approximately \$2,500 per week; and the fields get soft after it rains, preventing the equipment from being able to drive onto the field. Additionally, Little League Baseball has created lighting standards for the baseball fields, which currently many of our fields do not meet. By upgrading the equipment to LED lighting, the fields will meet the standards.

In 2022, the process of upgrading the Village's ballfield lighting began with Field

#5 at Centennial Park, followed by Field #4 in 2023, and the John Humphrey Complex in 2025. Musco Sports Lighting LLC (Musco) was chosen as the provider for these fields. Musco lighting is a proven system that offers long-term reliability above their competitors, with a twenty-five (25) year warranty, including parts and labor. Staff has found service through Musco to be exceptional and some of the benefits of the new LED lights allow staff to monitor and control the lights through a mobile app, while also allowing Musco to proactively monitor the system for outages or problems that can be handled by their staff immediately. Musco is also a part of Sourcewell, a joint purchasing cooperative.

Cooperative Purchasing / Contracting Programs

The Village utilizes a variety of cooperative programs (e.g. Omnia, Sourcewell, HGACBuy, State of Illinois Joint Purchase Program) to obtain proposals for goods and services. While not always the chosen approach, cooperative purchasing simplifies the procurement and service process for public agencies by allowing them to purchase through existing contracts negotiated by other public agencies. In other words, cooperative purchasing contracts have already gone through a competitive solicitation, evaluation process and been awarded to a supplier. The benefits of cooperative purchasing for public agencies include reduced procurement costs, greater time efficiency and the ability to obtain value-add and higher-quality products and services at industry-leading pricing.

Staff has identified Field #3 at Centennial Park for replacement in FY26. The project will consist of replacing the existing outdated fixtures with new Musco LED fixtures. Receiving proactive approval for this project will allow Musco to begin procuring material for construction over the winter months so that the project can be complete and ready for opening day in the spring. Musco's cost for upgrading the Centennial Park Field #3 is \$207,100.00.

An additional benefit of upgrading Centennial Park is an opportunity for a rebate from ComEd. The proposed LED lighting uses DLC fixtures, which are approved for the ComEd rebate. The Village is currently gathering the information for ComEd, in the anticipation of approval for this rebate.

I move to approve participation in the sourcewell a joint purchasing cooperative and authorize the approval and execution of a vendor contract for the purchase and installation of LED ballfield lights at Centennial Park Ballfield #3 from Musco Sports Lighting LLC based on quote #246840 dated November 4, 2025, via Sourcewell Contract 041123-MSL for an amount not to exceed \$207,100.00;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

Sportsplex Zoning Map Amendment - 11351 159th Street

Project: 2025-0721 - Sportsplex Zoning Map Amendment - 11351 159th Street

Location: 11351 159th Street

P.I.N.s: 27-19-201-015-0000

Parcel Size: 10.3 acres

Requested Action: The Village of Orland Park seeks approval of a zoning map amendment for the Sportsplex located at 11351 West 159th Street. The request would rezone the subject site from E-1 Estate Residential to OS Open Space to align the zoning designation with the existing and intended public recreational use of the property.

PLAN COMMISSION DISCUSSION

Present at the Plan Commission meeting were 7 commissioners and members of staff. No members of the public were in attendance. The Commissioners agreed with the rationale for the rezoning and supported the continued effort to properly classify and correct the zoning of Village-owned parcels.

There was brief discussion about whether any additional "cleanup" rezonings are anticipated, and staff indicated this is likely the last one. Commissioners also acknowledged the potential for future recreational improvements, such as pickleball courts, though staff confirmed that no conceptual plans have been provided at this time.

The Plan Commission unanimously recommended approval of the Zoning Map Amendment from E-1 Estate Residential to OS Open Space District. This item is now before the Board of Trustees for consideration.

LASALLE FACTORS

The subject property is currently zoned E-1 Estate Residential, the default zoning district assigned to properties upon annexation into the Village. When reviewing an application for rezoning property, the decision-making body shall review the following factors for consideration. Staff has responded to the factors on the attached document and recommends approval of the zoning map amendment from E-1 Estate Residential to OS Open Space. The factors below come principally from the 1957 case LaSalle v. County of Cook:

1. The existing uses and zoning of nearby property;
2. The extent to which property values are diminished by a particular zoning classification or restriction;
3. The extent to which the destruction of property value of a petitioning property owner promotes the health, safety, morals, or general welfare of the public;
4. The relative gain to the public as opposed to the hardship imposed on a petitioning property owner;
5. The suitability of the subject property for its zoned purposes;

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area;
7. The Comprehensive Plan designation and the current applicability of that designation;
8. The evidence or lack of evidence, of community need for the use proposed.

PLAN COMMISSION ACTION

Regarding Case Number 2025-0721, also known as Sportsplex Zoning Map Amendment, I move to recommend the Village Board approves a Zoning Map Amendment for 11351 159th Street from E-1 Estate Residential to the OS - Open Space District.

I move to approve the Plan Commission Recommended Action regarding Case Number 2025-0721;

AND

I move to adopt Ordinance 6059, entitled: ORDINANCE REZONING CERTAIN REAL ESTATE FROM E-1 ESTATE RESIDENTIAL TO OS OPEN SPACE (SPORTSPLEX ZONING MAP AMENDMENT).

This matter was APPROVED on the Consent Agenda.

Hey and Associates, Inc. Contract Extension #2: Landscape Architecture and Wetland Consulting Services

On November 15, 2021, the Village Board approved the proposal from Hey and Associates, Inc. for Request for Proposals (RFP #21-055) via agenda item #2021-0822. The scope of work involves landscape plan reviews, on-site landscape inspections and wetland consulting services for proposed developments.

On November 4, 2024, the Village Board approved one (1) of the two (2) 1-year contract extensions of Hey and Associates, Inc. via agenda item #2024-0806.

Hey and Associates, Inc. is responsible for reviewing and inspecting landscaping and wetlands for relevant projects and provide Village staff with recommendations for acceptance or further action to be completed by the petitioner. The consultant inspects landscaping, detention basins, and stormwater best management practices (BMPs) as required by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) post-construction. Hey and Associates, Inc. also provides input on applicable Village Land Development Code 6-305 for Landscape and Tree Preservation and MWRD's Watershed Management Ordinance (WMO) modifications and provides landscape architectural services to the Village on an as-needed basis. A wetland specialist is required to be retained by the Village to maintain authorized municipality status with MWRD.

Hey and Associates, Inc. has agreed that projects will generally be reviewed and

inspected by the same staff to provide consistent project knowledge and follow-through on inspections.

Hey and Associates, Inc. was recommended by Village Staff and approved by the Village Board in 2017 and has been the Village's landscape consultant since the beginning of 2018.

Hey and Associates, Inc. contract is a three (3) year agreement with the option (at the Village's discretion) to extend the agreement for an additional two (2), one (1) year extensions. This will be the second extension, extending the contract to December 31, 2026.

Hey and Associates, Inc. has provided excellent service over the last 4 years by reviewing residential and commercial development petitions on time with comment response letters, readily available for wetland reviews and on-site inspections, and aiding Village staff by answering other technical landscape architecture and wetland questions.

Engineering staff recommends amending the current contract with Hey and Associates, Inc. for landscape architecture and wetland consulting services to add an Addendum B for a one (1) year extension in 2026 in an amount not to exceed \$50,000.00. The contract terms and conditions and staff billing rates are the same as in the original 2021 contract.

I move to approve and authorize the execution of Change Order #2, Addendum B to the Professional Services Agreement dated January 1, 2022 with Hey and Associates, Inc. of Chicago, Illinois for landscape architecture and wetland consulting services to extend the contract for one (1) year for 2026 and increase the contract amount by \$50,000.00 for a revised total not-to-exceed contract amount of \$250,000.00;

AND

Authorize the Village Manager to execute all related documents and change orders subject to Village Attorney review.

This matter was APPROVED on the Consent Agenda.

**A RESOLUTION APPROVING WATER SUPPLY SERVICES AND
RIGHT-OF-WAY AGREEMENT AND ACCEPTING 143RD RIGHT-OF-WAY
PLATS OF DEDICATION**

The South Cook County Mosquito Abatement District (SCCMAD), located at 10901 W. 143rd Street in Orland Park, is currently served by a private well water system and located in unincorporated Cook County.

SCCMAD seeks to connect to the Village's existing 16-inch water main along the south side of 143rd Street, just east of the Deer Haven Subdivision. The design

and construction will consist of three (3) new copper water services, crossing two (2) adjacent privately owned properties (10935 W. 143rd Street & 10955 W. 143rd Street), and three (3) new water shut-off valves.

Engineering staff has worked closely with SCCMAD and the two affected property owners to develop a "Water Supply Service and Right-of-Way Dedication Agreement". Under this agreement, SCCMAD will be responsible for the design, construction and installation of three (3) water services - one to serve SCCMAD and two to serve the private properties. The water services will run west along the south side of 143rd Street to connect to the existing 16-inch water main.

Additionally, SCCMAD and the participating property owners will dedicate sixty feet (60') of right-of-way to the Village as part of this agreement. The dedication supports the Village's 143rd Street widening project which may introduce extensions or expansions of future utilities and infrastructures.

Due to the properties being located in unincorporated Cook County, non-resident water rates will apply to their water billing. Property owners must also comply with Cook County Department of Public Health rules and regulations regarding the abandonment of existing well water systems.

Trustee Milani had comments and questions. (refer to audio)

Village Manager George Koczwara responded to Trustee Milani. (refer to audio)

I move to approve and authorize the execution of agreement titled "Water Supply Service and Right-Of-Way Dedication Agreement" and three (3) Plats of Dedications;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

I move to adopt Resolution 2570, entitled: A RESOLUTION APPROVING WATER SUPPLY SERVICES AND RIGHT-OF-WAY AGREEMENT AND ACCEPTING 143RD RIGHT-OF-WAY PLATS OF DEDICATION

A motion was made by Trustee Milani, seconded by Trustee Lawler, that this matter be PASSED. The motion carried by the following vote:

PUBLIC WORKS

Memorandum of Understanding between the Village of Orland Park and CTF Illinois for Snow and Ice Removal Services for Winter 2025-2026

Following the decision by the newly elected majority of the Orland Township Board to abruptly cancel the Drivers Facility lease agreement, the Secretary of State's Office had to scramble to quickly find a temporary location to ensure uninterrupted access to essential services for residents.

Knowing how important the driver's facility is to seniors and other vulnerable groups, CTF Illinois immediately contacted the Secretary of State and offered them office space. CTF Illinois is a not-for-profit organization that creates pathways toward independence, a higher quality of life, and economic prosperity for people with intellectual and developmental disabilities.

Had a temporary location not been found, residents would have had to travel to facilities in Midlothian, Joliet or Burbank, but the new location will keep the Drivers Facility in the area with the temporary location in Orland Park and the eventual permanent facility. This temporary location not only preserves convenience, but also protects the local economy, as the former township location served more than 60,000 people each year. Keeping the Drivers Facility in Orland Park ensures these visitors return to local businesses, including restaurants, gas stations and retail shops, supporting the local economy and helping sustain jobs.

In September 2025, CTF Illinois (Communities Transform Futures) entered into a temporary lease agreement with the Office of the Illinois Secretary of State for the operation of a Department of Motor Vehicles (DMV) facility within the building located at 18230 Orland Parkway. The Secretary of State (SOS) temporarily uses a portion of the parking lot, totaling approximately two-thirds (2/3) of the lot, to allow patrons and visitors to park their motor vehicles to access the DMV facility. CTF needs snow and ice removal services within the DMV parking area in connection with the SOS's use of the property to operate the DMV facility. The Village desires to provide financial assistance for snow and ice removal services within the DMV parking area. The Village and CTF desire to enter into a Memorandum of Understanding to set forth the rights and obligations of the parties with respect to the Snow Removal Services.

Exhibit A is the proposed pricing provided by CTF is from their contractor, Rich's Lawncare, who currently does one third of the lot. CTF estimated an average snowfall year from the past ten (10) years of forty-five (45) inches of snow, and the Village's portion for the 2025-2026 snow season is not expected to exceed \$31,200.00. The contractor is paid in four (4) installments for snowfall plowed. If the season has more than forty-five (45) inches, a "per push" pricing was provided for each of the following event types:

1" - 2.9" = \$580.00

3" - 5.9" = \$640.00

6" - 8.9" = \$750.00

Additionally, salting services will be provided for \$750.00. A contingency amount of \$5,050.00 has been included in the budget to pay for any snow and ice events over the forty-five (45) inches, for a total not to exceed amount of \$37,000.00.

This Memorandum of Understanding is for one-year since plans are underway for a new, permanent Drivers Facility, reflecting the collaborative efforts and commitment to keeping services accessible and convenient for residents nearby. The new temporary and eventual permanent facilities provide a full range of services, including driver's license renewals, driving tests, and vehicle registration.

Village Manager George Koczwara presented information regarding this matter. (refer to audio)

Trustee Leafblad had a question. (refer to audio)

Village Manager Koczwara responded to Trustee Leafblad. (refer to audio)

Trustee Healy had comments. (refer to audio)

Trustee Katsenes had comments and questions. (refer to audio)

Village Manager Koczwara had comments. (refer to audio)

Trustee Lawler had comments. (refer to audio)

Trustee Healy had comments. (refer to audio)

Trustee Milani had comments. (refer to audio)

Trustee Lawler had additional comments. (refer to audio)

Trustee Lawrence had comments. (refer to audio)

Trustee Leafblad had comments. (refer to audio)

President Dodge had comments and questions. (refer to audio)

Village Manager Koczwara responded to President Dodge. (refer to audio)

I move to approve entering into a Memorandum of Understanding (MOU) between the Village of Orland Park and CTF Illinois regarding snow and ice removal services for Winter 2025-2026 as detailed in the attached MOU and Exhibit A in

the amount of \$31,950.00, with a contingency amount of \$5,050.00, for a total not to exceed amount of \$37,000.00 in order for Rich's Lawncare to provide snow removal and related services;

AND

Authorize the Village Manager to execute the agreement subject to Village Attorney review.

A motion was made by Trustee Lawrence, seconded by Trustee M. L. Leafblad, that this matter be APPROVED. The motion carried by the following vote:

DEVELOPMENT SERVICES

Land Development Code Amendment: Establish Surety Bond Rating Requirements

****See attached Amendment Report for Text Changes****

Project: 2025-0819 - Land Development Code Amendment: Establish Surety Bond Rating Requirements

Requested Approvals: Establish a surety bond minimum rating requirement in the Land Development Code for subdivision and public improvements.

AMENDMENT SUMMARY

The Village of Orland Park seeks approval of a Land Development Code amendment to Section 5-112.E.3.b to establish a minimum financial rating requirement for surety bonds used to guarantee subdivision and public improvements. The amendment would require surety companies to maintain a minimum "A" rating, aligning the Village's standards with those of neighboring municipalities and providing stronger financial assurances for public infrastructure.

PLAN COMMISSION SUMMARY

Present at the Plan Commission meeting were 7 commissioners and members of staff. No members of the public were in attendance. Staff explained that currently the Village has no minimum rating requirement for bond companies. The proposed amendment would close that gap and ensure that financially stable companies are providing sureties to the Village for Public Improvements.

The Commissioners discussed whether recent issues had prompted the change, the potential effect on the pool of eligible contractors, and how the Village's standards compare to other municipalities. Staff noted that no specific problems had occurred, but the amendment was recommended following discussion at a prior Board meeting. The "A" rating standard is consistent with similar suburban communities in Chicagoland.

The Plan Commission overall supported the amendment and stated that it will

protect the Village's financial interests. The Plan Commission unanimously recommended approval of the amendment to Section 5-112.E.3.b of the Land Development Code. This item is now before the Board of Trustees for consideration.

PLAN COMMISSION ACTION

Regarding Case Number 2025-0819 - Land Development Code Amendment: Establish Surety Bond Rating Requirements, the Plan Commission recommends the Village Board approves the Land Development Code Amendment for Section 5-112.E.3.b.

I move to approve the Plan Commission Recommended Action regarding Case Number 2025-0819;

AND

I move to adopt Ordinance 6060, entitled: AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE VILLAGE OF ORLAND PARK, AS AMENDED.

A motion was made by Trustee Milani, seconded by Trustee Lawrence, that this matter be APPROVED. The motion carried by the following vote:

An Ordinance Annexing Territory Pursuant to 65ILCS 5/7-1-13 (10600 167th Street)

The Village has identified an approximately 7-acre unincorporated parcel located in the Centennial Planning District, as a candidate for annexation by municipal ordinance, as qualified by the Illinois Statute. An ordinance authorizing annexation is now presented to the Village for consideration.

An annexation study was conducted by the Village in 2007 and subsequently updated in 2022. In 2024, staff presented the findings to the Village Board. The Village Board, in February of 2024, directed staff to pursue unilateral annexation of several properties.

The Comprehensive Plan designates the land use for the parcel as Office Employment Emphasis. Currently, the parcel is vacant and falls under Cook County's R4 Single Family Residential District (attached is information from Cook County regarding permitted and special uses in their R-4 District). However, considering its frontage on 167th Street - the parcel has potential for commercial development. The subject property is owned by the Panduit Corporation, that also owns the parcel to the east which is currently zoned MFG Manufacturing District.

Each area eligible for unilateral annexation was evaluated for annexation potential based on factors including, development quality concerns, fiscal impact on village, environmental issues, nuisance issues, natural resource protection, Village

preferred land use and utility serviceability.

Per the Illinois Municipal Code ILCS 65 requirements, written notice of contemplated annexation was sent to the taxpayer of record, and the Cook County Board, and was published in Daily Southtown. In addition, Village staff made attempts to contact Panduit to no avail.

Therefore, it is recommended that the property identified in this ordinance be annexed and use of the property be subject to Village Ordinances.

Village Manager Koczwara presented information regarding this matter. (refer to audio)

President Dodge had comments and questions. (refer to audio)

Village Manager Koczwara responded to President Dodge. (refer to audio)

Trustee Healy had comments and made a motion to table this item. Trustee Katsenes seconded the motion. Trustees Healy and Katsenes voted AYE. Trustees Lawrence, Lawler, Leafblad, Milani and President Dodge voted NAY. The motion failed. (refer to audio)

Trustee Lawrence had questions. (refer to audio)

Village Manager Koczwara responded to Trustee Lawrence. (refer to audio)

Trustee Katsenes had questions. (refer to audio)

Director of Development Services Steve Marciani, Village Manager Koczwara and Village Attorney Michael Stillman responded to Trustee Katsenes. (refer to audio)

Trustee Milani had questions. (refer to audio)

Director Marciani responded to Trustee Milani. (refer to audio)

President Dodge had comments. (refer to audio)

I move to adopt Ordinance 6061, entitled: AN ORDINANCE ANNEXING TERRITORY PURSUANT TO 65ILCS 5/7-1-13 (10600 167TH STREET).

A motion was made by Trustee M. L. Leafblad, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

An Ordinance Annexing Territory Pursuant to 65ILCS 5/7-1-13 (16881 Wolf Road; 16935 Wolf Road; 16905 Wolf Road; 17001 Wolf Road; 40 W

Consola Drive; 50 W Consola Drive; 30 W Consola Drive; 20 W Consola Drive; 55 W Consola Drive)

The Village has identified an area of approximately 32 acres (excluding public streets, rights of ways and roadways) of unincorporated parcels located in the Grassland Planning District, as a candidate for annexation by municipal ordinance, as qualified by the Illinois Statute. An ordinance authorizing annexation is now presented to the Village for consideration.

An annexation study was conducted by the Village in 2007 and subsequently updated in 2022. In 2024, staff presented the findings to the Village Board, and in February of 2024, the Village Board directed staff to pursue unilateral annexation of several properties.

If annexed into the Village, the Comprehensive Plan calls for most of the area to be designated Open Space, Parks & Recreation, with parcels along Consola Drive to be designated E-1, and a portion along Wolf Road is designated Mixed Residential.

Additionally, the Comprehensive Plan has designated this area as a high priority for annexation. Currently, the existing land use of the area is single family residential uses and falls under Cook County's R-4 Single Family Residence District. The Comprehensive Plan also specifically calls for the protection, restoration and maintenance of Marley Creek, and to protect the flood plain.

Each area eligible for unilateral annexation was evaluated for annexation potential based on factors including, development quality concerns, fiscal impact on village, environmental issues, nuisance issues, natural resource protection, Village preferred land use and utility serviceability.

Per the Illinois Municipal Code ILCS 65 requirements, written notice of contemplated annexation was sent to the taxpayer of record, and the Cook County Board, and was published in Daily Southtown.

Several discussions regarding voluntary annexation have occurred with Consola Drive residents; however, terms have not been agreed to, to-date. Staff is currently negotiating a Memorandum of Understanding (MOU) with these residents. In addition, the Village recently received an inquiry for the placement of a used car lot/motor vehicle repair facility for the property at 17001 Wolf Road.

Therefore, it is recommended that the properties identified in this ordinance be annexed and uses of the property be subject to Village Ordinances.

Village Manager George Koczwara presented information regarding this matter. (refer to audio)

Director of Development Services Steve Mariciani had comments regarding this matter. (refer to audio)

President Dodge had comments. (refer to audio)

I move to adopt Ordinance 6062, entitled: AN ORDINANCE ANNEXING TERRITORY PURSUANT TO 65ILCS 5/7-1-13 (16881 WOLF ROAD; 16935 WOLF ROAD; 16905 WOLF ROAD; 17001 WOLF ROAD; 40 W CONSOLA DRIVE; 50 W CONSOLA DRIVE; 30 W CONSOLA DRIVE; 20 W CONSOLA DRIVE; 55 W CONSOLA DRIVE).

A motion was made by Trustee Lawrence, seconded by Trustee M. L. Leafblad, that this matter be APPROVED. The motion carried by the following vote:

Zoning Map Amendment - Bridlewood - 14137 108th Avenue

Project: 2025-0922 - Zoning Map Amendment - Bridlewood

Petitioner/Representative: Richard J Turk, RT/MGR, LLC

Location: 14137 108th Avenue

P.I.N.s: 27-05-402-006-0000

Parcel Size: 9.44 acres

Requested Action: Approval of a Zoning Map Amendment (Rezoning) from E-1 Estate Residential to R-3 Residential. This agenda item is a part of the Bridlewood Residential Planned Development (2025-0171). This item was tabled at the November 3, 2025 Committee of the Whole meeting.

SUMMARY

The petitioner requests approval of a Zoning Map Amendment to rezone the property located at 14137 108th Avenue from its current E-1 Estate Residential zoning designation to the R-3 Residential District that aligns with the proposed Bridlewood single-family residential planned development. All review comments have been satisfied, and the amendment is consistent with policies and zoning standards. This agenda item is a part of the Bridlewood Residential Planned Development, Case Number 2025-0171.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

I move to approve a Zoning Map Amendment from E-1 Estate Residential to R-3 Residential for the property located at 14137 108th Avenue, regarding Case Number 2025-0922;

AND

I move to adopt Ordinance 6063, entitled: ORDINANCE REZONING CERTAIN REAL ESTATE FROM E-1 ESTATE RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL.

A motion was made by Trustee Lawler, seconded by Trustee Lawrence, that this matter be APPROVED. The motion carried by the following vote:

Plat of Subdivision - Bridlewood - 14137 108th Avenue

Project: 2025-0880 - Plat of Subdivision - Bridlewood
Petitioner/Representative: Richard J Turk, RT/MGR, LLC
Location: 14137 108th Avenue
P.I.N.s: 27-05-402-006-0000
Parcel Size: 9.44 acres
Requested Action: Approval of a Plat of Subdivision

This agenda item is a part of the Bridlewood Residential Planned Development (2025-0171) and was tabled at the November 3, 2025 Committee of the Whole Meeting.

SUMMARY

The petitioner requests approval of a Plat of Subdivision to establish the Bridlewood single-family residential planned development located at 14137 108th Avenue. The plat dedicates the public right-of-way for the proposed local street network, and establishes individual lots, out lots, and easements consistent with the planned development plan, and the Plat of Subdivision is in substantial conformance with Village requirements.

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night.

I move to approve a Plat of Subdivision for Bridlewood, subject to the condition that the final copy of the plat is printed on mylar and submitted to the Village ready for recording at the Cook County Recorder of Deeds office.

A motion was made by Trustee Lawler, seconded by Trustee M. L. Leafblad, that this matter be APPROVED. The motion carried by the following vote:

Bridlewood Residential Planned Development - 14137 108th Avenue

Petitioner/Representative: Richard J Turk, RT/MGR, LLC
Location: 14137 108th Avenue
P.I.N.s: 27-05-402-006-0000
Parcel Size: 9.44 acres
Requested Actions: The Petitioner is requesting the approvals below to construct a 20-unit single family residential planned development located at 14137 108th Avenue.

Zoning Map Amendment from E-1 Estate Residential to R-3 Residential (Case No. 2025-0881)

Plat of Subdivision (Case No. 2025-0880)

Special Use Permit for a Residential Planned Development

Special Use Permit for the disturbance of a non-tidal wetland

Site Plan

Landscape Plan

Two modifications from the Land Development Code:

-Allow for a reduction in the right-of-way width from 60' to 50' (Table 6-405(A)(2))

-Allow for a reduction in parkway planting strip width from 8' to 5'-5" (Section 6-406.A.2.a).

This agenda item is being considered by the Committee of the Whole and the Village Board of Trustees on the same night. Please see case number 2025-0171 for full report.

I move to approve the Committee of the Whole Recommended Action regarding Case Number 2025-0921, also known as Bridlewood Residential Planned Development;

AND

I move to adopt Ordinance 6064, entitled: ORDINANCE GRANTING A SPECIAL USE WITH MODIFICATIONS FOR A PLANNED DEVELOPMENT AND DISTURBANCE OF A NON-TIDAL WETLAND (BRIDLEWOOD-14137 108TH AVENUE).

A motion was made by Trustee Lawler, seconded by Trustee Lawrence, that this matter be APPROVED. The motion carried by the following vote:

RECREATION AND PARKS

Centennial Park Soccer Field I Renovation, ITB 25-026 - Contract Termination and Bid Award

On April 7, 2025, the Village entered into a contract with Vici Commercial Services, LLC for the renovation of Centennial Park Soccer Field #1 consistent with the attached Scope of Work at a cost of \$72,716.00. A contingency of \$10,907.40 was included in the contract.

Vici has failed to meet the obligations outlined in the Scope of Work and has been non-responsive to multiple requests to correct deficient work. As such, the Village will issue a notice of cancellation (attached) for material breach of contract.

ITB #25-026, issued on March 6, 2025, resulted in six proposals.

The attached Bid Compliance Summary sheet includes the details of the six proposals. A summary of the lump sum bids include:

Midwest Field Solutions: \$342,500.00
Daybreaker, Inc.: \$162,500.00
Camphouse Country Landscaping, LLC: \$133,185.00
Christy Webber & Co.: \$120,740.00
Semmer Landscape, LLC: \$109,800.00
Vici Commercial, LLC: \$72,716.00

Staff seek approval to award the renovation of Centennial Soccer #1 to the second lowest bidder, Semmer Landscape, LLC at a cost of \$109,800.00 plus a 10% contingency of \$10,980.00 for a total not to exceed \$120,780.00

Semmer has successfully performed numerous landscape projects on the Village's behalf and has a good history of meeting the scope of work for projects.

Work is expected to occur late fall or early spring as weather permits.

I move to approve to authorize the approval and execution of a vendor contract for goods, supplies and services to be entered into with the second lowest cost, qualified and responsive bidder, Semmer Landscape, LLC for ITB #25-026 in the amount of \$109,800.00 plus a contingency of \$10,980.00 for a not to exceed contract price of \$120,780.00 for the renovation of Centennial Park Soccer Field 1;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

A motion was made by Trustee M. L. Leafblad, seconded by Trustee Lawler, that this matter be APPROVED. The motion carried by the following vote:

VILLAGE MANAGER

Property & Casualty and Workers Compensation Insurance Renewal

On behalf of the Village, MarshMcLennan Agency conducted a comprehensive marketing analysis for all property and casualty lines of insurance coverage. Several potential carriers declined to offer a quote for varying reasons. The attached table summarizes the Village's expiring coverage with ICRMT (2nd column), ICRMTs renewal quote (3rd column), and renewal quote by Obsidian Specialty (4th column).

Staff recommend approval of the Obsidian Specialty proposal totaling \$1,330,087, which is \$117,804 less than the Village's 2025 premium and \$337,483 less than the new premium quoted by ICRMT. Out of an abundance of caution, staff recommends that the renewal include an increase in the coverage limit for cybersecurity from \$1 million to \$5 million. Board action is requested at the November 17th meeting because some policies (i.e. property, automobile, cyber) expire on December 1, 2025. The remaining policies expire January 1, 2026.

Bobby Dufkis of MarshMcLennan Agency presented information regarding this matter. (refer to audio)

President Dodge had a comments and question. (refer to audio)

Mr. Dufkis responded to President Dodge. (refer to audio)

Trustee Healy had a question. (refer to audio)

Mr. Dufkis responded to Trustee Healy. (refer to audio)

President Dodge had comments and questions. (refer to audio)

Mr. Dufkis responded to President Dodge. (refer to audio)

Trustee Katsenes and President Dodge had comments. (refer to audio)

I move to approve the liability insurance package from Obsidian Specialty, which includes coverage for Property, Inland Marine, General Liability, Automobile, and Umbrella Excess Liability, in the amount of \$1,056,155; and Workers' Compensation for \$185,147; Crime policy for \$3,385; Unmanned Aircraft Liability policy for \$26,100; Pollution policy for \$621;

AND

Approve Cyber Liability coverage by HCC in the amount \$58,679;

AND

Authorize the Village Manager to execute all related contracts, subject to Village

attorney review.

A motion was made by Trustee Lawrence, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

BOARD COMMENTS

Trustees Healy, Katsenes, Milani, Leafblad, Lawler, Lawrence and President Dodge had Board comments. (refer to audio)

EXECUTIVE SESSION

I move to recess to a Closed Executive Session for the purpose of discussion of a) discussion of the minutes of closed meetings; b) the purchase or lease of real property for the use of the village; g) setting a price for sale or lease of village property; c) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

A motion was made by Trustee M. L. Leafblad, seconded by Trustee Milani, that this matter be APPROVED. The motion carried by the following vote:

RECONVENE BOARD MEETING

The roll was called to reconvene the Regular Meeting and Trustees Healy, Katsenes, Milani, Lawrence, Lawler, Leafblad and President Dodge were present.

Purpose of the Executive Session was for the discussion of a) discussion of the minutes of closed meetings; b) the purchase or lease of real property for the use of the village; g) setting a price for sale or lease of village property; c) pending litigation against, affecting or on behalf of the village or when found by the board that such action is probable or imminent.

ADJOURNMENT: 9:45 P.M.

A motion was made by Trustee Milani, seconded by Trustee M. L. Leafblad, that this matter be ADJOURNED. The motion carried by the following vote:

Audio Recording for November 17, 2025, Board of Trustees Meeting

NO ACTION

/AS

APPROVED: December 1, 2025

Respectfully Submitted,

Mary Ryan Norwell, Village Clerk

Recording Secretary

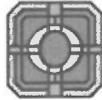
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

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



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

November 25, 2025

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

NOTICE OF AWARD – RFP #25-062 Main Pump Station Pump #4 Replacement

Dear Mr. Jelms,

This notification is to inform you that on November 17, 2025, the Village of Orland Park Board of Trustees approved awarding Airy's, Inc. the contract in accordance with the proposal you submitted dated October 23, 2025, for RFP #25-062 Main Pump Station Pump #4 Replacement for \$680,617.00, plus a contingency of \$20,000.00, for a total not-to-exceed amount of seven hundred thousand six hundred seventeen and 00/100 (\$700,617.00) Dollars. The contingency may not be spent without prior written approval by the Village through a Change Order Request.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by December 11, 2025.

- Complete and return enclosed Business Relationship Disclosure Form.
- Submit electronically a **Certificate of Insurance** which must be accompanied by **all required policy endorsements** from your insurance company in accordance with all of the Insurance Requirements for a) primary & non-contributory additional insured status, b) the General Liability subrogation waiver and c) the Workers' Compensation subrogation waiver, per the Insurance Requirements. You may contact the Village's Contractual Risk Manager, Dan Letourneau at 630-846-8862 or ltcrs2019@gmail.com.
- Performance and Payment Bonds dated November 17, 2025, are to be submitted to Samantha Cooper, Executive Assistant, at 15655 S. Ravinia Ave, Orland Park, IL 60462.

You will receive the contract via email from BidNet Direct ASC eSign after the Insurance Certificate and Endorsements have been approved by the Village. All documents listed above are to be submitted to Samantha Cooper, Executive Assistant, at scooper@orlandpark.org, and are required prior to the commencement of work. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. Failure to comply with these conditions within the time specified will entitle the Village to consider your proposal abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6357 or e-mail me at pmclaughlin@orlandpark.org.

Sincerely,

Patrick McLaughlin
Utilities Operations Manager

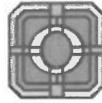
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

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orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

December 17, 2025

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

NOTICE TO PROCEED – RFP #25-062 Main Pump Station Pump #4 Replacement

Dear Mr. Jelms,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, insurance documents, and bonds in order for work to commence on the above stated project.

Please contact me at 708-403-6357 to arrange the commencement of the work.

The Village has processed Contract Number #20250512 for this contract/service. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Contract Number.

Sincerely,

Patrick McLaughlin
Utilities Operations Manager

