

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

**Legistar File ID#:** 2014-0012

**Innoprise Contract #:** C14-0032

**Year:** 2014

**Amount:** \$10,000.00

**Department:** PW

**Contract Type:** Proposal

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

**Contract Description:** Spoil Removal from 153rd Bulk Storage Yard (\$265/load)

MAYOR  
Daniel J. McLaughlin  
VILLAGE CLERK  
John C. Mehalek  
14700 S. Ravinia Ave.  
Orland Park, IL 60462  
(708) 403-6100  
[www.orlandpark.org](http://www.orlandpark.org)



**VILLAGE HALL**

TRUSTEES  
Kathleen M. Fenton  
James V. Dodge  
Edward G. Schussler III  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello

May 7, 2014

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

**RE: *Proposal dated February 4, 2014 – Job #E4-505 Spoil Removal from 153<sup>rd</sup> Bulk Storage Yard***


Dear Mr. Welling:

Enclosed is the signed proposal for ***Spoil Removal from 153<sup>rd</sup> Bulk Storage Yard*** in the amount of \$265.00 per load, not to exceed Ten Thousand and No/100 (\$10,000.00) Dollars.

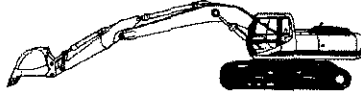
The Village has issued purchase order #14-001305 for this service and emailed it to you. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

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

Sincerely,

  
Denise Domalewski  
Contract Administrator

cc: Napoleon Haney  
John Ingram  
Rich Rittenbacher

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

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

**PROJECT PROPOSAL & CONTRACT**

**To:**  
 Mr. Rich Rittenbacher  
 Village of Orland Park  
 15655 Ravinia Ave  
 Orland Park, IL 60462

**Date:** 2/4/2014  
**Job Number:**  
 E4-505  
**Job Name/Location**  
 Spoil Removal  
 153rd St. Stoage Yard  
 Orland Park, IL

**Phone:**  
 708-772-3760  
**Fax:**  
 rrittenbacher@orland-park

We hereby submit specifications and estimates per plans dated: *None*

	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10	Remove Approximately 40 Loads of Spoil from Existing Stock Piles @ Storage Yard.	40	EA	265.00	10,600.00
20	Removal and Disposal of Industrial Waste Material to approved land fill facility.		TON	43.00	To Be Determined

All CCDD & Analytical Testing to be done by Village of Orland Park.

**TOTAL BASE BID** **To Be Determined**

The referenced amount reflects our Unit Price bid for the referenced project.  
 Invoicing will be based on actual loads removed.

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

The following clarifications/qualifications - should accompany our bid:

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- Not responsible for the Excavation, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is tested and cataloged for special disposal.
- Disposal of special waste materials not included.

In the event another contract format is used, these pages shall be considered as an exhibit.

We propose to furnish material and labor - complete in accordance with the plans and specifications listed above:

This exhibit is for the sole purpose of determining value of installed utilities for the monthly payments and to determine the price of additions or deletions from the plans and specifications. It is agreed and understood by the parties hereto that all utilities covered under this contract shall be installed per plans and specifications as listed above for the completed price of:

**Dollars To Be Determined**

#####

Payment to be made monthly as work progresses, as billed, per units installed, no retention.

Net amount due by 10th of the month following month in which work was performed.

Should any other contract document be used, this form shall be considered an exhibit to the contract.

Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature \_\_\_\_\_

#### Acceptance of Proposal

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_