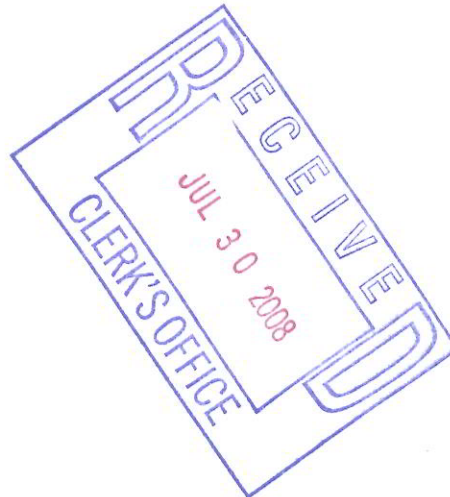


*Contract #447*

## Clerk's Contract and Agreement Cover Page

<b>Year:</b>	2008	<b>Legistar File ID#:</b>	2008-0300
<b>Multi Year:</b>	<input checked="" type="checkbox"/>	<b>Amount</b>	\$1,550,000.00
<hr/>			
<b>Contract Type:</b>	design-build		
<b>Contractor's Name:</b>	Airy's Inc.		
<b>Contractor's AKA:</b>			
<b>Execution Date:</b>	7/14/2008		
<b>Termination Date:</b>	5/31/2009		
<b>Renewal Date:</b>			
<b>Department:</b>	Public Works/Water & Sewer		
<b>Originating Person:</b>	John Ingram		
<b>Contract Description:</b>	2008 Design/Build Water Main Installation and Replacement		



*Wednesday, July 30, 2008*

MAYOR  
Daniel J. McLaughlin

VILLAGE CLERK  
David P. Maher

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



VILLAGE HALL

TRUSTEES  
Bernard A. Murphy  
Kathleen M. Fenton  
Brad S. O'Halloran  
James V. Dodge  
Edward G. Schussler III  
Patricia Gira

July 30, 2008

Mr. Ryan Hill  
Airy's Inc.  
7455 West Duvan Drive  
Tinley Park, Illinois 60477

**RE: *NOTICE TO PROCEED***  
***Design-Build Water Main Installation and Replacement 2008***

Dear Mr. Hill:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of July 29, 2008. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

The Village has processed Purchase Order #049340 for this contract/service and faxed this to your company. It is imperative that this number on the Purchase Order 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. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated July 14, 2008 in an amount of One Million Four Hundred Seventy One Thousand Twenty-Four and No/100 (\$1,471,024.00) Dollars. If you have any questions, please call me at 708-403-6173 or John Ingram at 708-403-6104.

Sincerely,

Denise Domalewski  
Contract Administrator

cc: Pete Casey  
John Ingram



July 15, 2008

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

**NOTICE OF AWARD – Design-Build Water Main Installation & Replacement 2008**

Dear Mr. Hill:

This notification is to inform you that on May 19, 2008, the Village of Orland Park Board of Trustees approved awarding Airy's Inc. the contract in accordance with the proposal you submitted dated April 23, 2008, for the Design-Build Water Main Installation & Replacement for an amount not to exceed One Million Four Hundred Seventy One Thousand Twenty-Four and No/100 (\$1,471,024.00) Dollars.

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 July 29, 2008.

1. I am attaching the Contract for the Design-Build Water Main Installation & Replacement project. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit from your insurance company the endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. We have the Certificate of Insurance on file, but we also need copies of the actual endorsements.
3. Please submit Performance and Payment Bonds, dated July 14, 2008. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

**Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462.** The signed Contracts, Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us).

Sincerely,  
*Denise Domalewski*  
Contract Administrator

cc: John Ingram

**VILLAGE OF ORLAND PARK**  
**Water Main Installation & Replacement**  
**(Contract for Design-Build Project)**

This Contract is made this **14th day of July, 2008** by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and Airy’s Inc. of Tinley Park (hereinafter referred to as the “CONTRACTOR”).

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- General Terms & Conditions for Small Construction
- Professional Engineering Services General Terms and Conditions
- The VILLAGE’S Project Manual for the Work as described in Section 2 hereunder
  - o The Request for Proposals
  - o The Instructions to Proposers
- The Proposal dated April 23, 2008, as it is responsive to the VILLAGE’s RFP requirements
- All Certifications required by the VILLAGE
- Certificates of Insurance
- Performance and Payment Bonds required by the VILLAGE

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide engineering, labor, equipment and materials necessary to perform the following:

*Design, permit, construct and all other services (design-build) necessary for water main replacement and extensions at the following sites: Union Avenue Water Main Replacement, 135<sup>th</sup> Street Water Main Extension, Crystal Tree Water Main Replacement, West Avenue Water Main Replacement, Eagle Ridge & Mission Hills Water Main Extension, and Quail Hollow Water Main Replacement*

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (RFP documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Unit Prices:

Eagle Ridge & Mission Hills Water Main Installation	\$126,890.00
Crystal Tree Water Main Replacement	\$537,151.00
Union Avenue Water Main Replacement	\$161,068.00
West Avenue Water Main Replacement	\$217,907.00
135 <sup>th</sup> Street Water Main Installation	\$369,327.00
Quail Hollow Water Main Replacement	\$ 58,681.00

Alternates chosen:

None

**TOTAL:** One Million Four Hundred Seventy One Thousand Twenty - Four and No/100 (\$1,471,024.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

**SECTION 4: TERM OF THE CONTRACT:** The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by May 31, 2009 (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents

and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:  
Denise Domalewski, Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

To the CONTRACTOR:  
Ryan Hill  
Airy's Inc.  
7455 West Duvan Drive  
Tinley Park, Illinois 60477  
Telephone: 708-429-0660  
Facsimile: 708-429-0795  
e-mail: [ryan.hill@airys.com](mailto:ryan.hill@airys.com)

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.


**SECTION 8: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

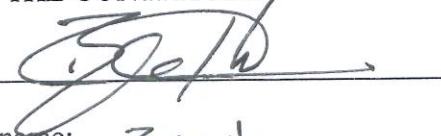
**SECTION 9: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

The references to unsuitable material as written on each project proposal and contract page from the contractor for each job shall be stricken. The disposition and execution of unsuitable material shall be included within the scope of this contract.

**SECTION 10: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE  
By:   
Print name: Paul G. Grimes  
Its: Village Manager  
Date: 7/21/08

FOR: THE CONTRACTOR  
By:   
Print name: BRANTINE  
Its: VICE PRESIDENT  
Date: 7/15/08

**VILLAGE OF ORLAND PARK  
SMALL CONSTRUCTION - INSTALLATION  
GENERAL TERMS AND CONDITIONS**

**ARTICLE 1: DUTIES OF THE PARTIES**

**1.1 VILLAGE'S RIGHTS AND DUTIES**

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

**1.2 CONTRACTOR'S RIGHTS AND DUTIES**

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Village. All manufacturers' guarantees and warranties



shall be delivered to the Village prior to the issuance of final payment.

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

## ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated April 2, 2008 which includes
  - Instructions to the Proposers
  - Request for Proposals
  - Specifications and Drawings, if any
- .5 Accepted Proposal dated April 23, 2008, as it conforms to the RFP requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications

.9 Performance and Payment Bonds

**ARTICLE 3: PAYMENTS AND COMPLETION**

3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.

3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

**ARTICLE 4: TAXES**

4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

**ARTICLE 5: INSPECTION OF MATERIALS**

5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

**ARTICLE 6: ASSIGNMENT**

6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **ARTICLE 7: GUARANTEES AND WARRANTIES**

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

#### **ARTICLE 8: DEFAULT**

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including

any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

## **ARTICLE 9: DISPUTES AND VENUE**

9.1 If an Architect or Engineer has contracted with the Village to administer the Contract between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the contract between the Village and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the contract shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the contract.

9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

## **ARTICLE 10: CONTRACT TIME**

10.1 Time is of the essence of the Contract. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

## **ARTICLE 11: INSURANCE AND INDEMNIFICATION**

### **11.1 Insurance Requirements**

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall

provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit  
\$2,000,000 Aggregate - Completed Operations  
\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

## 11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In

connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

## **ARTICLE 12: PERFORMANCE AND PAYMENT BONDS**

12.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Village in the full amount of the Contract. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

## **ARTICLE 13: EXECUTION OF CONTRACT**

13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

## **ARTICLE 14: CHANGES IN THE WORK**

14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. New Requests for Proposals must be issued by the Village as required by law for any change increasing the original Contract Sum by fifty percent (50%) or more.

## **ARTICLE 15: TERMINATION**

15.1 The Village may, at any time, terminate the Contract for the Village's convenience and without cause upon written notice to the Contractor and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

**VILLAGE OF ORLAND PARK  
PROFESSIONAL ENGINEERING SERVICES  
GENERAL TERMS AND CONDITIONS**

1. **Relationship Between Engineer and Village:** The Engineer shall serve as the Village's professional engineer consultant in those Projects, or phases of the Project, to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Village. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Village or Engineer.
  
2. **Responsibility of the Engineer:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Village and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Village, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. The Engineer shall not be responsible for the acts or omissions of the Village, or for the failure of the Village, any architect, another engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

The Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and the Village shall negotiate appropriate contract adjustments acceptable to both parties to accommodate any changes. The Engineer will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The Engineer is not responsible for, and Village agrees herewith to hold Engineer harmless from any and all errors which may be contained within the Contract Documents, unless such errors are the result of the work of the Engineer. It is expressly understood that the uncovering of errors in the plans and specifications, unless such errors should have been uncovered by the Engineer in the exercise of its professional service, is not the responsibility of the Engineer and any and all costs associated with such errors shall be borne by others.

3. **Changes:** Village reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Village shall negotiate appropriate adjustments acceptable to both parties to accommodate any such changes, if commercially possible.
4. **Suspension of Services:** Village may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Village, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
5. **Documents Delivered to Village:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Village for the use of the Village. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer to the extent permitted by law. The Village may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right, upon prior written notice to the Village, to retain the original tapes/disks and to remove from copies provided to the Village all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Village in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

6. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Village or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Village's sole risk, and Village shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such



verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Village and Engineer.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Village's confidential and proprietary information if the Village has previously advised the Engineer in writing of the specific information considered by the Village to be confidential and proprietary.

7. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining prices, or over competitive bidding or market conditions, Engineer's opinions of probable Project Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by Engineer. If prior to the Bidding or Negotiating Phase, Village wishes greater accuracy as to the Construction Cost, the Village shall employ an independent cost estimator consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
8. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and authorized assigns.
9. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
10. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Village and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
11. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

12. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
13. **Force Majeure:** Neither Village nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
14. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Village in writing in advance.
15. **Access and Permits:** Village shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Village shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Village in such access, permits or approvals, if Engineer performed such services.
16. **Designation of Authorized Representative:** Each party to this Agreement shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
17. **Village's Responsibilities:** The Village agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Village's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Village agrees to furnish and pay for all legal, accounting and insurance counseling services as the Village may require at any time for the Project, including auditing services which the Village may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Village. In addition, Village shall give prompt written notice to the Engineer whenever the Village observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect or non-conformance of the work of any Contractor.

18. **Information Provided by Others:** The Engineer shall indicate to the Village the information needed for rendering of the services of this Agreement. The Village shall provide to the Engineer such information as is available to the Village and the Village's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof unless, in the exercise of his professional skill, Engineer

determined inaccuracies or incompleteness. The Village recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Village is providing.

19. **Terms of Payment:** Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. In the event the Village has not paid amounts properly due the Engineer, Engineer may after giving seven days written notice to Village, suspend services under this Agreement until Engineer has been paid in full all amounts properly due for services, expenses and charges. Engineer shall have no liability whatsoever to Village for any costs or damages as a result of such suspension.
20. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery (unless such discovery should have been made by the Engineer in the exercise of its professional skill), presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances unless undertaken at the direction of the Engineer or Engineer's consultants.
21. **Attorney's Fees:** In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the substantially prevailing party will be entitled to recovery of all reasonable costs incurred, including court costs, attorney's fees and other related expenses.
22. **Insurance:** The Engineer shall provide the Village with certificates of insurance evidencing all coverages held by the Engineer, with coverage minimums and from insurance providers in compliance with Village requirements.
23. **Facsimile Transmissions:** The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted by facsimile machine, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted by facsimile machine; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a facsimile transmission was used.

24. **Certifications, Guarantees and Warranties:** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee or warrant the existence of conditions the existence of which the Engineer cannot ascertain. The Village also agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such certification as to unascertainable conditions.

**BY SIGNATURE BELOW (WHICH MAY BE IN ELECTRONIC FORM), THE ABOVE GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE VILLAGE AND ENGINEER:**

**Airy's, Inc. (ENGINEER)**

By:  7/15/08  
Officer Date

Print Name: Richard Hill

**VILLAGE OF ORLAND PARK**

By:  7/21/08  
Officer Date

Print Name: Paul G. Grimes, Village Manager

PROPOSAL SUMMARY SHEET

2008 DESIGN/BUILD WATER MAIN INSTALLATION and REPLACEMENT PROJECT  
(name of project)

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: AIRYS, INC.

Street Address: 7455 W. DUVAL DRIVE

City, State, Zip: TIMBER PARK, ILLINOIS, 60477

Contact Name: JAMES WELING

Phone: 708 429 0600 Fax: 708 429 0795

E-Mail address: ESTIMATING@AIRYS.COM

FEIN#: 36-2898229

Description	Total Cost
Eagle Ridge & Mission Hills water main installation	<u>126,890.-</u>
Crystal Tree water main replacement	<u>537,151.-</u>
Union Avenue water main replacement	<u>161,068.-</u>
West Avenue water main replacement	<u>217,907.-</u>
135 <sup>th</sup> Street water main installation	<u>369,327.-</u>
Quail Hollow water main replacement	<u>58,681.-</u>

Proposal Price: 1,471,024.-

Crystal Tree Alternate Paving Addition 97,500.-

Total Proposal Price Including Alternate: 1,568,524.-

Signature of Authorized Signee: 

Title: VICE PRESIDENT

Date: 4/23/08

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.



**PROJECT PROPOSAL & CONTRACT**

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

**To:**  
 Village Clerk  
 Village of Orland Park  
 14700 S. Ravinia Ave.  
 Orland Park, IL 60467

**Date:** 4/24/2008  
**Job Number:** E8-135-1  
**Job Name/Location:** Eagle Ridge & Mission Hills Water Main Installation  
 108th Ave & Louetta Ln.  
 Orland Park, IL

**Phone:** 708-403-6350  
**Fax:** 708-403-8798

We hereby submit specifications and estimates per plans dated 4/24/2008

**DESCRIPTION**

6	Engineering & Permitting	1	LS
10	8" watermain	1,840	LF
20	Fire hydrants w/ auxiliary box	2	EA
30	12" x 8" reducer	1	EA
40	8"- 90 degree bend	5	EA
50	8" tee	1	EA
51	Connection to existing	5	EA
60	20" steel casing (augered)	90	LF
70	Seed/Sod Restoration	4,900	SY

**TOTAL BASE BID \$126,890.00**

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


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

- No taxes.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc not included.
- Exploratory excavation for utilities limited to those areas noted and scaled from plan
- Not responsible for re-routing/reconnection due to the confliction of utilities at crossings whether shown or not.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- Dewatering is excluded.
- Rock excavation is excluded.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is included.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.

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:

**One hundred twenty-six thousand eight hundred ninty and no/100----- Dollars \$126,890.00**

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
Net amount due by 10th of the month following month in which work was performed.  
Should any other contract document be used, this form shall be considered an exhibit to the contract.  
Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to super-  
seede. 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.

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.

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

# AIRY'S INC.

**SITE UTILITIES CONTRACTORS**



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

## PROJECT PROPOSAL & CONTRACT

<b>To:</b> Village Clerk Village of Orland Park 14700 S. Ravinia Ave. Orland Park, IL 60467	<b>Date:</b> 4/24/2008 <b>Job Number:</b> E8-135-2 <b>Job Name/Location</b> Crystal Tree Water Main Replacement Crystal Tree Dr. & Golf Rd. Orland Park, IL	<b>Phone:</b> 708-403-6350 <b>Fax:</b> 708-403-8798
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We hereby submit specifications and estimates per plans dated **4/24/2008**

**DESCRIPTION**

6	Engineering & Permitting	1	LS	
10	8" watermain (Directional Drill Method)	2600	LF	
20	8" valve & vault	3	EA	
30	Fire hydrants	9	EA	
40	8" x 8" tee	1	EA	
50	Reconnect 1" water service	86	EA	
60	Abandon & remove 8" valve & vault	3	EA	
70	Remove fire hydrant	6	EA	
80	Pressure Conct to Exist 12" W.M.	1	EA	
81	Cut & Cap Exist 8"	1	EA	
90	Connect to Exist 8" W.M.	2	EA	
100	Restoration (4" Topsoil & Sod)	750	SY	
110	Bit Pavement R&R (Patches)	470	SY	
			<b>TOTAL BASE BID</b>	<b>\$537,151.00</b>
<b>Alternate:</b>				
200	2" Grinding w/ 2" Overlay	7500	SY	<b>\$97,500.00</b>

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

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

- No taxes.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc not included.
- On site and Off site restoration Included.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.



- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- Dewatering is excluded.
- Rock excavation is excluded.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is included.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.

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:

**Five hundred thirty-seven thousand one hundred fifty-one and no/100----- Dollars \$537,151.00**

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
 Net amount due by 10th of the month following month in which work was performed.  
 Should any other contract document be used, this form shall be considered an exhibit to the contract.  
 Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to super-  
 sede. 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 5 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. Signature \_\_\_\_\_

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

# AIRY'S INC.

STEELERIA CONTRACTORS



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

## PROJECT PROPOSAL & CONTRACT

<p><b>To:</b>                  Village Clerk                  Village of Orland Park                  14700 S. Ravinia Ave.                  Orland Park, IL 60467</p>	<p><b>Date:</b> 4/24/2008  <b>Job Number:</b> E8-135-3  <b>Job Name/Location:</b> Union Ave. Water Main Replacement                  143rd St. &amp; Union Ave.                  Orland Park, IL</p>	<p><b>Phone:</b> 708-403-6350  <b>Fax:</b> 708-403-8798</p>
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We hereby submit specifications and estimates per plans dated 4/24/2008

**DESCRIPTION**

6	Engineering & Permitting	1	LS
10	8" watermain	1,225	LF
20	8" valve & vault	1	EA
30	6" valve & vault	1	EA
40	Fire hydrants	4	EA
50	8" x 6" tee	1	EA
60	8"-90 degree bends	2	EA
70	1 1/2" water service	7	EA
80	Fire hydrant removal	2	EA
90	8" Cut in Connection	1	EA

**TOTAL BASE BID \$161,068.00**

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


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

- No taxes.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc not included.
- On site and Off site restoration Included.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- Dewatering is excluded.
- Rock excavation is excluded.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is included.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.

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:

One hundred sixty-one thousand sixty-eight and no/100----- Dollars \$161,068.00

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
Net amount due by 10th of the month following month in which work was performed.  
Should any other contract document be used, this form shall be considered an exhibit to the contract.  
Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois. Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 5 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.

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

# AIRY'S INC.

**SITE 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:**  
 Village Clerk  
 Village of Orland Park  
 14700 S. Ravinia Ave.  
 Orland Park, IL 60467

**Date:** 4/24/2008  
**Job Number:** E8-135-4  
**Job Name/Location:** West Ave. Water Main Replacement  
 151st St. & West Ave.  
 Orland Park, IL

**Phone:** 708-403-6350  
**Fax:** 708-403-8798

We hereby submit specifications and estimates per plans dated 4/24/2008

**DESCRIPTION**

6	Engineering & Permitting	1	LS
10	12" watermain (Directional Drill)	840	LF
10	12" watermain (Open Cut)	260	LF
20	Connections to existing watermain	3	EA
30	12" valve & vault	2	EA
40	8" valve & vault	1	EA
50	Fire hydrants	4	EA
60	Reconnect 1 1/2" water service	10	EA
70	Abandon & remove valve boxes	2	EA
80	Remove fire hydrant	4	EA
90	Bit Pavement R&R	25	SY
100	Curb & Gutter R&R	20	LF
110	Restoration (4" Topsoil & Sod)	900	SY
120	Sidewalk R&R	650	SF

**TOTAL BASE BID \$217,907.00**

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

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

- No taxes.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc not included.
- On site and Off site restoration Included.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.

- Dewatering is excluded.
- Rock excavation is excluded.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is included.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.

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:

Two hundred seventeen thousand nine hundred seven and no/100----- Dollars \$217,907.00

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
 Net amount due by 10th of the month following month in which work was performed.  
 Should any other contract document be used, this form shall be considered an exhibit to the contract.  
 Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede. All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois.  
 Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 5 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.

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

# AIRY'S INC.

**SITE UTILITY CONTRACTORS**



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

## PROJECT PROPOSAL & CONTRACT

<b>To:</b> Village Clerk Village of Orland Park 14700 S. Ravinia Ave. Orland Park, IL 60467	<b>Date:</b> 4/24/2008 <b>Job Number:</b> E8-135-5 <b>Job Name/Location:</b> 135th St. Water Main Installation 135th St. & SW Highway Orland Park, IL	<b>Phone:</b> 708-403-6350 <b>Fax:</b> 708-403-8798
---	---	--

We hereby submit specifications and estimates per plans dated 4/24/2008

**DESCRIPTION**

6	Engineering & Permitting	1	LS
10	12" watermain	670	LF
30	12" x 12" pressure connection	1	EA
40	Fire hydrants	2	EA
50	12"-90 degree bend	1	EA
60	24" steel casing (augering)	535	LF
70	Connection to Exist 12" W.M.	1	EA
80	Trench Backfill FA-6	230	CY
90	Bit Pavement R&R	65	SY
100	4" Topsoil & Sod	200	SY

**TOTAL BASE BID \$369,327.00**

**Note:**  
 Auger for SW Hwy, RR and Pipeline will be one continus bore from the west side of SW Hwy to the east side of the pipeline.

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

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

- No taxes.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc not included.
- On site and Off site restoration Included.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- Dewatering is excluded.
- Rock excavation is excluded.

- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is included.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.

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:

**Three hundred sixty-nine thousand three hundred twenty-seven and no/100----- Dollars \$369,327.00**

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
 Net amount due by 10th of the month following month in which work was performed.  
 Should any other contract document be used, this form shall be considered an exhibit to the contract.  
 Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to super-sede. 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 5 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.

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

# AIRY'S INC.

**SEWER UTILITY CONTRACTORS**



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

## PROJECT PROPOSAL & CONTRACT

<b>To:</b> Village Clerk Village of Orland Park 14700 S. Ravinia Ave. Orland Park, IL 60467	<b>Date:</b> 4/24/2008  <b>Job Number:</b> E8-135-6  <b>Job Name/Location</b> Quail Hollow Water Main Replacement 151st St. & Q Orland Park, IL	<b>Phone:</b> 708-403-6350  <b>Fax:</b> 708-403-8798
---	---	--

We hereby submit specifications and estimates per plans dated 4/24/2008

**DESCRIPTION**

6	Engineering & Permitting	1	LS
10	6"HPDEwtrmn(directinal bored w/2 tracer wires)	425	LF
20	Connections to existing watermain	2	EA
30	6" valve & vault	1	EA
40	Fire hydrant	1	EA
50	Remove old fire hydrant	1	EA
60	Abandon & remove valve boxes	1	EA
70	Pavement R&R	12	SY
80	Restoration (4" Topsoil & Sod)	24	SY

**TOTAL BASE BID \$58,681.00**

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

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


- No taxes.
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc not included.
- On site and Off site restoration Included.
- Contaminated groundwater/storm water handling or disposal is not included.
- Not responsible for the Excavation, Handling, Hauling, or Disposal of any contaminated soils. Airy's may work in other areas, or suspend construction until such material is removed or cleaned.
- Disposal of unsuitable materials not included.
- Owner to allow for the extension of time to the project in the event of revisions, additions, or the changes in the scope of the project without adverse effects to Airy's or their subcontractors.
- Dewatering is excluded.
- Rock excavation is excluded.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is included.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.



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:

**Fifty-eight thousand six hundred eighty-one and no/100----- Dollars \$58,681.00**

Payment to be made monthly as work progresses, as billed, per units installed, no retention.  
Net amount due by 10th of the month following month in which work was performed.  
Should any other contract document be used, this form shall be considered an exhibit to the contract.  
~~Should discrepancies between drawings, specs, and/or contract occur, scope of work noted in this document to supersede.~~ All work to be in compliance with the Standard Specifications for Water and Sewer Main Construction in Illinois. Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn by us if not accepted within 5 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. Signature \_\_\_\_\_

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

CRITICAL SCHEDULE:	UNION AVE	135TH ST	CRYSTAL TREE	WEST AVE	EAGLE/MISSION	QUAIL HOLLOW
Bid Approval	60 Days	60 Days	60 Days	60 Days	60 Days	60 Days
Field Collection	2 Weeks	2 Weeks	2 Weeks	2 Weeks	2 Weeks	2 Weeks
Design	3 Weeks	3 Weeks	3 Weeks	3 Weeks	3 Weeks	3 Weeks
Permitting-Orland Park	1 Week	1 Week	1 Week	1 Week	1 Week	1 Week
Permitting-IEPA Water	45 Days max.	45 Days max.	45 Days max.	45 Days max.	45 Days max.	45 Days max.
Permitting-CCHD/IDOT/IDNR	Not required	???	Not required	Not required	???	Not required
Layout	1 Week	1 Week	1 Week	1 Week	1 Week	1 Week
Installation	6 Days	20 Days	30 Days	14 Days	10 Days	5 Days
Testing	1 Week	1 Week	1 Week	1 Week	1 Week	1 Week
Restoration	0	2 Days	5 Days	5 Days	3 Days	1 Day
Record Drawing	2 Weeks	2 Weeks	2 Weeks	2 Weeks	2 Weeks	2 Weeks

1 3 2 1 4 4

[1] Union & West Ave To Buid Simultaneously

[2] Crystal Tree To Follow

[3] 135TH To Follow

[4] Eagle/Mission & Quail Hollow To Buid Simultaneously

Job: 08-0135

	Apr 21	May 2008				Jun 2008				Jul 2008				Aug 2008				Sep 2008				Oct 2008					
	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo	Mo						
	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	
◇ JOB: 08-0135																											
-- Bid Approval	-----																										
-- Field Collection																											
-- Design																											
-- Permitting - Orland Park																											
-- Permitting - IEPA Water																											
-- Permitting - CCHD / IDOT / IDNR																											
-- Layout																											
◇ Union Avenue																											
-- Installation																											
-- Testing																											
-- Record Drawing																											
◇ West Avenue																											
-- Installation																											
-- Testing																											
-- Restoration																											
-- Record Drawing																											
◇ Crystal Tree																											
-- Installation																											
-- Testing																											
-- Restoration																											
-- Record Drawing																											
◇ 135th Street																											
-- Installation																											
-- Testing																											
-- Restoration																											
-- Record Drawing																											
◇ Eagle/Mission																											
-- Installation																											
-- Testing																											
-- Restoration																											
-- Record Drawing																											
◇ Quail Hollow																											
-- Installation																											
-- Testing																											
-- Restoration																											
-- Record Drawing																											

----- If Required

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ARY042408

KNOW ALL MEN BY THESE PRESENTS, that we AIRY'S INC.

7455 W. DUVAN DRIVE TINLEY PARK, IL 60477

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY

333 E. BUTTERFIELD ROAD, SUITE 810 LOMBARD, IL 60148

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of SOUTH DAKOTA

as Surety, hereinafter called the Surety, are held and firmly bound unto VILLAGE OF ORLAND PARK 14700 RAVINIA AVENUE ORLAND PARK, IL 60462

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

TEN AND 00/100 PERCENT of Amount Bid-----Dollars ( \$ 10 % ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2008 DESIGN/BUILD WATER MAIN INSTALLATION & REPLACEMENT PROJECT

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of April 2008

[Handwritten signature] (Witness)

AIRY'S INC.

(Principal)

(Seal)

[Handwritten signature] (Title) VICE PRESIDENT

WESTERN SURETY COMPANY

(Surety)

(Seal)

[Handwritten signature] (Witness)

[Handwritten signature] (Title)

Carl Dohn, Jr., Attorney-in-Fact

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of incorporation: ILLINOIS

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

AIRY'S, INC. (Corporate Seal)  
Business Name

 \_\_\_\_\_  
Signature EMAN HILL  
Print or type name

VICE PRESIDENT  
Title 4/23/08  
Date


**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.**

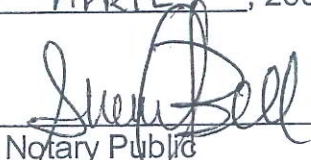
I, RYAN HILL, being first duly sworn certify

and say that I am VICE PRESIDENT  
(insert "sole owner," "partner," "president," or other proper title)

of AIRYS, INC., the Prime Contractor submitting this proposal, and that the Prime Contractor 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.

  
\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This 23rd Day  
of APRIL, 2008.

  
\_\_\_\_\_  
Notary Public



## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

**A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**C.** That, in 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.

**D.** That it will 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.

**E.** That it will 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.

**CERTIFICATION OF COMPLIANCE WITH THE  
ILLINOIS PREVAILING WAGE ACT  
(820 ILCS 130/0.01, et seq.)**

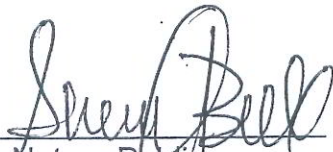
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: \_\_\_\_\_

  
(Authorized Officer)

Subscribed and Sworn to  
before me this 23rd day  
of APRIL, 2008

  
\_\_\_\_\_  
Notary Public





VILLAGE OF ORLAND PARK  
CONTRACTOR'S CERTIFICATION  
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE

Ernan Hill, having been first duly sworn deposes and states as follows:  
(Officer or Owner of Company)

AIRY'S, INC., having submitted a proposal for:  
(Name of Company)

2008 DESIGN/BUILD WATER MAIN INSTALLATION and REPLACEMENT PROJECT  
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that  
ALL EMPLOYEE DRIVERS is/are currently participating  
(Name of employee/driver or "all employee drivers")  
in a drug and alcohol testing program pursuant to the aforementioned rules.

     4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: [Signature]  
Officer or Owner of Company named above

Subscribed and sworn to  
Before me this 23rd  
Day of April, 2008.

[Signature]  
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Ryan Hill, having been first duly sworn depose  
and state as follows:

I, Ryan Hill, am the duly authorized  
agent for AIRYS, INC., which has  
submitted a bid to the Village of Orland Park for

2008 DESIGN/BUILD WATER MAIN INSTALLATION and REPLACEMENT PROJECT  
(Name of Project)

and I hereby certify that AIRYS, INC.  
(Name of Company)

participates in apprenticeship and training programs approved and registered with  
the United States Department of Labor Bureau of Apprenticeship and Training.

By: [Signature]  
Title: VICE PRESIDENT

Subscribed and Sworn to  
Before me this 23rd  
Day of APRIL, 2008

[Signature]  
Notary Public



## REFERENCES

(Please Print or Type)

ORGANIZATION CHRISTOPHER BURKE ENGINEERING  
ADDRESS 9575 W. HIGGINS ROAD, SUITE 600  
CITY, STATE, ZIP ROSEMONT, IL 60018  
PHONE NUMBER 847 823 0500  
CONTACT PERSON MIKE STARK  
DATE OF PROJECT SUMMER 2006

ORGANIZATION VILLAGE OF OAK LAWN  
ADDRESS 9446 S. RAYMOND AVE.  
CITY, STATE, ZIP OAK LAWN, ILLINOIS 60453  
PHONE NUMBER 708 636 4400  
CONTACT PERSON DAVE LESLIE  
DATE OF PROJECT SPRING 2007

ORGANIZATION VILLAGE OF TINLEY PARK  
ADDRESS 16250 S. OAK PARK AVE.  
CITY, STATE, ZIP TINLEY PARK, ILLINOIS 60477  
PHONE NUMBER 708 444 5000  
CONTACT PERSON JIM NIEFIELD  
DATE OF PROJECT SUMMER/FALL 2007

Proposer's Name & Title: RYAN HILL, VICE PRESIDENT

Signature and Date:  4/23/08

## INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing proposer's current coverage's

### WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident, \$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

### AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

### GENERAL LIABILITY (occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Waiver of Subrogation in favor of the Village of Orland Park

### EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

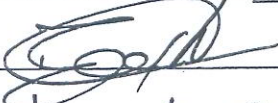
### PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverage required of the Contractor shall reference "All projects with the Village of Orland Park" and be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees 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." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "and", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The proposer agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected proposer and the contract may be awarded to another proposer.

ACCEPTED & AGREED THIS 23 DAY OF April, 2008

Signature  Authorized to execute agreements for:  
RYAN HILL VICE PRESIDENT AIRLI'S, INC.  
Printed Name & Title Name of Company

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN  
AIRYIC1

DATE (MM/DD/YYYY)  
06/26/08

PRODUCER  
Dohn & Associates  
4811 Emerson Avenue, Suite 102  
Palatine IL 60067-7416  
Phone: 847-303-6800 Fax: 847-303-6963

INSURED  
Airy's Inc.  
7455 W. Duvan Drive  
Tinley Park IL 60477

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Acuity	14184
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

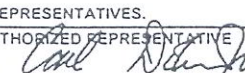
## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	F19206	06/30/08	06/30/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 250,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	F19206	06/30/08	06/30/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	F19206	06/30/08	06/30/09	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	F19206	06/30/08	06/30/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ 500,000 \$ 500,000 \$ 500,000
A	OTHER Leased or Rented Equipment	F19206	06/30/08	06/30/09	\$400,000 \$ 500	Limit Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: All work performed The following are included as Additional Insureds solely with respect to General Liability coverage on a Primary & Non-contributory basis as required by written contract with respects to work performed by the Named Insured: (see attached)

CERTIFICATE HOLDER  
 VILLAOR  
 Village of Orland Park  
 Kerrie Petzo  
 14700 S. Ravinia Avenue  
 Orland Park IL 60402

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE  


**NOTEPAD:**

HOLDER CODE VILLAOR  
INSURED'S NAME Airy's Inc.

AIRYIC1  
OPID JN

PAGE 3  
DATE 06/26/08

Additional Insured: The Village of Orland Park, and their respective officers, trustees, directors, employees and agents.

A Waiver of Subrogation in favor of the Additional Insureds are included under the General Liability and Workers Compensation coverage as required by written contract.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - PRIMARY AND NONCONTRIBUTORY**

CG-7194(5-05)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

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

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

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

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the ren-

dering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The insurance provided by this endorsement is primary and noncontributory.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRIT-  
TEN AGREEMENT WITH YOU**

**CA-7213(10-98)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on

your policy. Such persons or organizations are additional insureds only with respect to liability arising out of operations performed for the additional insured by you.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.



## ENDORSEMENTS

### ACUITY ENHANCEMENTS - GENERAL LIABILITY

CG-7305(9-04)

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

##### A. Extended Non-Owned Watercraft

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

##### B. Increased Bail Bond Amount

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

##### C. Increased Reasonable Expenses Incurred by the Insured

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

##### D. Newly Acquired Organizations

Item 4a of Section II - Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

##### E. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

##### F. Knowledge of Claim or Suit

The following is added to Paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, 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*.

##### G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards

at the inception date of your policy, we will not reject coverage under this policy based solely on such failure.

##### H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage.

##### I. Liberalization

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

##### J. Broadened Bodily Injury

The Definition of *Bodily Injury* is amended to include mental anguish.

##### K. Electronic Data Liability

1. The following paragraph is added to Section III - Limits of Insurance:

Subject to 5 above, \$10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

2. The following definition is added to Section V - Definitions:

"*Electronic data*" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and application software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of "*property damage*" in Section V - Definitions is replaced by the following:

"*Property damage*" means:

a. Physical injury to tangible property, in-

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

**WC 00 03 13(4-84)**

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**

---

LENNAR CORPORATION  
VILLAGE OF ORLAND PARK

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/23/2008

PRODUCER  
HRH A&E  
425 N Martingale Rd.  
Ste 1100  
Schaumburg IL 60173

Fax: 847-517-9033

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
SPACECO, Inc.  
Mr. William Loftus  
9575 W. Higgins Road, Ste. 700  
Rosemont IL 60018-4920

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

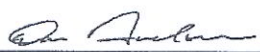
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		<b>OTHER</b> Professional Liability	AEH288285430	4/7/2008	4/7/2009	\$2,000,000	Per Claim
						\$4,000,000	Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 \*Except for Non-Payment, 10 Days.

**CERTIFICATE HOLDER**  
 Airy's, Inc.  
 Mr. Ryan E. Hill  
 7455 W Duvan Drive  
 Tinley Park IL 60477

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  




Premium Amount Based  
on Final Contract Amount

Bond No. 929457296

AIA Document A312

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

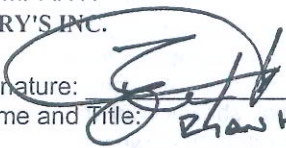
CONTRACTOR (Name and Address):  
**AIRY'S INC.**  
7455 W. DUVAN DRIVE  
TINLEY PARK, IL 60477

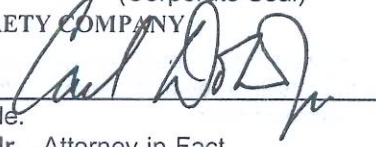
SURETY (Name and Principal Place of Business):  
**WESTERN SURETY COMPANY**  
333 E. BUTTERFIELD ROAD, SUITE 810  
LOMBARD, IL 60148

OWNER (Name and Address):  
**VILLAGE OF ORLAND PARK**  
14700 RAVINIA AVENUE  
ORLAND PARK, IL 60462

CONSTRUCTION CONTRACT  
Date: **July 14th, 2008**  
Amount: \$ **1,471,024.00**  
Description (Name and Location):  
**2008 DESIGN/BUILD WATER MAIN INSTALLATION & REPLACEMENT PROJECT**

BOND  
Date (Not earlier than Construction Contract Date): **July 16th, 2008**  
Amount: \$ **1,471,024.00**  
Modifications to this Bond:  None  See Page 3

CONTRACTOR AS PRINCIPAL  
COMPANY: (Corporate Seal)  
**AIRY'S INC.**  
Signature:   
Name and Title: **Phan Hill, VICE PRESIDENT**

SURETY  
COMPANY: (Corporate Seal)  
**WESTERN SURETY COMPANY**  
Signature:   
Name and Title: **Carl Dohn, Jr., Attorney-in-Fact**

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
**DOHN & ASSOCIATES**  
4811 EMERSON AVE. SUITE 102  
PALATINE, IL 60067-7416

OWNER'S REPRESENTATIVE (Architect,  
or Engineer or other party):

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: AIRY'S INC. (Corporate Seal)

SURETY  
Company: WESTERN SURETY COMPANY (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address: 7455 W. DUVAN DRIVE  
TINLEY PARK, IL 60477

Signature: \_\_\_\_\_  
Name and Title: Carl Dohn, Jr., Attorney-In-Fact  
Address: 333 E. BUTTERFIELD ROAD, SUITE 810  
LOMBARD, IL 60148

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 929457296

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

AIRY'S INC.  
7455 W. DUVAN DRIVE  
TINLEY PARK, IL 60477

SURETY (Name and Principal Place of Business):

WESTERN SURETY COMPANY  
333 E. BUTTERFIELD ROAD, SUITE 810  
LOMBARD, IL 60148

OWNER (Name and Address):

VILLAGE OF ORLAND PARK  
14700 RAVINIA AVENUE  
ORLAND PARK, IL 60462

CONSTRUCTION CONTRACT

Date: July 14th, 2008

Amount: \$ 1,471,024.00

Description (Name and Location):

2008 DESIGN/BUILD WATER MAIN INSTALLATION & REPLACEMENT PROJECT  
BOND

Date (Not earlier than Construction Contract Date): July 16th, 2008

Amount: \$ 1,471,024.00

Modifications to this Bond:

See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: (Corporate Seal)

AIRY'S INC.

COMPANY: (Corporate Seal)

WESTERN SURETY COMPANY

Signature: 

Name and Title: Bryan Hill, Vice President

Signature: 

Name and Title: Carl Dohn, Jr., Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone

AGENT OR BROKER:

DOHN & ASSOCIATES  
4811 EMERSON AVE. SUITE 102  
PALATINE, IL 60067-7416

OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15. DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: SEE ATTACHED AMENDMENT A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: AIRY'S INC. (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address: 7455 W. DUVAN DRIVE  
TINLEY PARK, IL 60477

**SURETY**

Company: WESTERN SURETY COMPANY (Corporate Seal)

Signature: \_\_\_\_\_ 

Name and Title: Carl Dohn, Jr., Attorney-in-Fact

Address: 333 E. BUTTERFIELD ROAD, SUITE 810  
LOMBARD, IL 60148

AMENDMENT A  
TO AIA 312 Payment Bond

Paragraph 6 of this Bond is deleted in its entirety and replaced with the following provision:

Within a reasonable time (1) after the Claimant has satisfied the conditions of Paragraph 4 and (2) after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed amounts. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Carl Dohn Jr., William P Maher, Patsy Collazo, Karen Dohn, Gary W Petrie, Individually**

STATE OF Illinois)  
COUNTY OF Cook)

ON this 16<sup>th</sup> Day of July, 2008, before me came, Carl Dohn, Jr., who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT of Western Surety Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Patsy Collazo  
Notary Public



State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of April, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of July, 2008.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.