

E7-178  
Airy's Inc

CONTRACT

**Erin Hills Subdivision Drainage Improvements**

**VILLAGE OF HOMER GLEN**

Bid Opening Date:.....October 18, 2017  
Bid Opening Time:.....10:00 a.m.  
Bid Opening Location:.....Homer Glen Village Hall Bid  
Deposit: .....10% of the Amount of Bid  
Performance Bond:..... 100% of the Amount of Bid

Obtain information from:

Stephen Sugg, PE, PTOE  
Christopher B. Burke Engineering, Ltd.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

Submit Bids to:

Office of the Village Clerk  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, Illinois 60491

Note: This cover sheet is an integral part of the contract documents and is, as are all the following documents, part of any contract executed between the Village of Homer Glen and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

**BID PROPOSAL (REVISED 10/13/2017)**

I/We hereby agree to furnish to the OWNER all necessary materials, equipment, labor, etc. to complete the Erin Hills Subdivision Drainage Improvements in accordance with provisions, instructions, and specifications of the OWNER for the prices as follows:

ITEM NO.	Item	Quantity	Unit	Unit Price	Total Price
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	43	UNIT	17.-	731.-
20101200	TREE ROOT PRUNING	4	EACH	222.-	888.-
20400800	FURNISHED EXCAVATION	110	CU YD	39.-	4,290.-
21101625	TOPSOIL FURNISH AND PLACE, 6"	750	SQ YD	7.-	5,250.-
25000100	SEEDING, CLASS 1	750	SQ YD	3.-	2,250.-
25000400	NITROGEN FERTILIZER NUTRIENT	22	POUND	2.-	44.-
25000600	POTASSIUM FERTILIZER NUTRIENT	22	POUND	2.-	44.-
25100630	EROSION CONTROL BLANKET	750	SQ YD	1.50	1,125.-
28000400	PERIMETER EROSION BARRIER	300	FOOT	3.-	900.-
28000510	INLET FILTERS	5	EACH	253.-	1,265.-
28100109	STONE RIPRAP, CLASS A5	65	SQ YD	120.-	7,800.-
28200200	FILTER FABRIC	65	SQ YD	3.-	195.-
54213663	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	1	EACH	1,186.-	1,186.-
54213669	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	1	EACH	1,380.-	1,380.-
54213675	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 30"	1	EACH	1,686.-	1,686.-
54390210	INSERTION CULVERT LINER 30"	138	FOOT	241.-	33,258.-
550A0090	STORM SEWERS, CLASS A, TYPE 1 18"	8	FOOT	143.-	1,144.-
550A0120	STORM SEWERS, CLASS A, TYPE 1 24"	23	FOOT	87.-	2,001.-
550A0140	STORM SEWERS, CLASS A, TYPE 1 30"	4	FOOT	343.-	1,372.-
55100900	STORM SEWER REMOVAL 18"	8	FOOT	27.-	216.-
60107600	PIPE UNDERDRAINS 4"	10	FOOT	38.-	380.-
60221100	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	2	EACH	2,298.-	4,596.-
67100100	MOBILIZATION	1	LSUM	3,360.-	3,360.-
D2001788	EVERGREEN, PICEA ABIES (NORWAY SPRUCE), 8' HEIGHT, BALLED AND BURLAPPED	4	EACH	801.-	3,216.-
X0100003	CLEARING AND GRUBBING	175	SQ YD	61.-	10,675.-
X0426200	DEWATERING	1	LSUM	2,980.-	2,980.-
X6640304	CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED	30	FOOT	33.-	990.-
Z0013798	CONSTRUCTION LAYOUT	1	LSUM	6,650.-	6,650.-

<u>ITEM NO.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
	24" FLARED END SECTION GRATE	1	EACH	1,118.-	1,118.-
	30" FLARED END SECTION GRATE	1	EACH	1,172.-	1,172.-
	EXPLORATION TRENCHES, UTILITIES	25	FOOT	93.-	2,325.-
	HDPE STORM SEWER, 24"	192	FOOT	156.-	29,952.-
	MANHOLE LINING	1	EACH	2,771.-	2,771.-
	SEWER CLEANING, STANDARD GRADE	138	FOOT	25.-	3,450.-
	TELEVISIONING STORM SEWER	138	FOOT	19.-	2,622.-
	TIMBER MAT	170	SQ YD	46.-	7,820.-

TOTAL BID PRICE IN NUMBERS: \$ 151,102.00

10/18/2017

8:23

E7-178

Erin Hills Subdivision Drainage Improv.

\*\*\* Matt Craven

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
10	Tree Removal (6 to 15 Units Diameter)	43.000	UN	17.00	731.00
20	Tree Root Pruning	4.000	EA	222.00	888.00
30	Furnished Excavation	110.000	CY	39.00	4,290.00
40	Topsoil Furnish & Place, 6"	750.000	SY	7.00	5,250.00
50	Seeding, Class 1	750.000	SY	3.00	2,250.00
60	Nitrogen Fertilizer Nutrient	22.000	LB	2.00	44.00
70	Potassium Fertilizer Nutrient	22.000	LB	2.00	44.00
80	Eroision Control Blanket	750.000	SY	1.50	1,125.00
90	Perimeter Eroision Barrier	300.000	LF	3.00	900.00
100	Inlet Filters	5.000	EA	253.00	1,265.00
110	Stone RipRap, Class A5	65.000	SY	120.00	7,800.00
120	Filter Fabric	65.000	SY	3.00	195.00
130	18" Flared End Section	1.000	EA	1,186.00	1,186.00
140	24" Flared End Section	1.000	EA	1,380.00	1,380.00
150	30" Flared End Section	1.000	EA	1,686.00	1,686.00
160	Insertion Culvert Linear 30"	138.000	LF	241.00	33,258.00
170	Storm Sewers, Class A. Type 1 18"	8.000	LF	143.00	1,144.00
180	Storm Sewers, Class A. Type 1 24"	23.000	LF	87.00	2,001.00
190	Storm Sewers, Class A. Type 1 30"	4.000	LF	343.00	1,372.00
200	Storm Sewer Removal 18"	8.000	LF	27.00	216.00
210	Pipe Underdrains 4"	10.000	LF	38.00	380.00
220	Manholes, Type A, 5' Dia, Type 1 Frame, CL	2.000	EA	2,298.00	4,596.00
230	Mobilization-	1.000	LS	3,360.00	3,360.00
235	Evergreen, Picea Abies (Norway Spruce) 8', Balled	4.000	EA	804.00	3,216.00
240	Clearing & Grubbing	175.000	SY	61.00	10,675.00
250	Dewatering	1.000	LS	2,980.00	2,980.00
260	Chain Link Fence To Be Removed & Re-Erected	30.000	LF	33.00	990.00
270	Construction Layout	1.000	LS	6,650.00	6,650.00
280	24" Flared End Section Grate	1.000	EA	1,118.00	1,118.00
290	30" Flared End Section Grate	1.000	EA	1,172.00	1,172.00
300	Exploration Trenches, Utilities	25.000	LF	93.00	2,325.00
310	HDPE Storm Sewer, 24"	192.000	LF	156.00	29,952.00
320	Manhole Lining	1.000	EA	2,771.00	2,771.00
330	Sewer Cleaning, Standard Grade	138.000	LF	25.00	3,450.00
340	Televising Storm Sewer	138.000	LF	19.00	2,622.00
350	Timber Mat	170.000	SY	46.00	7,820.00

Bid Total  $\longrightarrow$

\$151,102.00

I/We hereby agree to furnish to the Village of Homer Glen all necessary materials, labor, etc. to complete the **Erin Hills Subdivision Drainage Improvements** in accordance with provisions, instructions, and specifications of the Village of Homer Glen for the Total Bid Price of: (in figures) \$ 150,712.00

(in words) One Hundred Fifty Thousand Seven Hundred Twelve and <sup>00</sup>/<sub>100</sub> Dollars

Signed on this 18th day of October, 2017.

If an individual or partnership, all individual names of each partner shall be signed:

By:..... \_\_\_\_\_  
Print Name:..... \_\_\_\_\_  
Position/Title: .... \_\_\_\_\_  
By:..... \_\_\_\_\_  
Print Name:..... \_\_\_\_\_  
Position/Title: .... \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address line 1:.. \_\_\_\_\_  
Address line 2:.. \_\_\_\_\_  
Telephone:..... \_\_\_\_\_

If a corporation, an officer duly authorized should sign and attach corporate seal  
**PLACE CORPORATE SEAL HERE**

By:..... Tom Lora  
Print Name:..... Tom Lora  
Position/Title: ..... V.P.  
Company Name:..... ADU's INC  
Address line 1:..... 7455 W DUNN CT  
Telephone:..... 708-429-0660

*Tom Lora*  
*DALF*

The Village of Homer Glen is exempt from sales or federal tax; therefore, do not include in bid price.

**BIDDER'S CERTIFICATION FORM  
(BID PROPOSAL)**

ASTY'S INC (Name of Bidder), having submitted a bid on a contract for **Erin Hills Subdivision Drainage Improvements** to the Village of Homer Glen, hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: *[Signature]*  
Authorized Agent of BIDDER

Subscribed and sworn to before me this 18th day of October, 2017.

*[Signature]*  
Notary Public



The Village of Homer Glen reserves the right to reject any or all bids, to waive technicalities in bidding.

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned is an authorized representative of

Asry's INC

(Name of Company)

and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act". The undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of CONTRACTOR'S workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)**

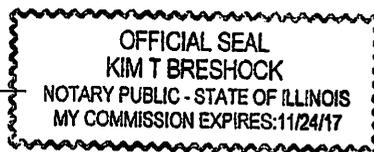
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: *[Signature]*  
Title/Position: V. P.

Subscribed and sworn to before me this 18th day of October, 2017.

*[Signature]*  
Notary Public



**Compliance with Confined Space Entry  
Policy and Procedure Form**

The undersigned is an authorized representative of

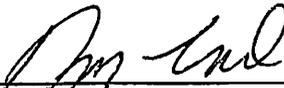
Aisy's INC

(Name of Company)

and certifies that they will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9) which provides as follows:

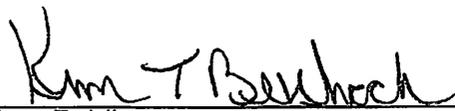
"In addition to complying with the permit space requirements that apply to all employers, each CONTRACTOR who is retained to perform permit space entry operations shall:

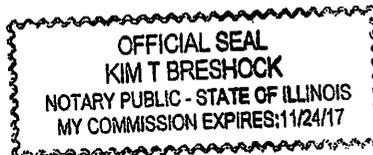
- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and CONTRACTOR personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the CONTRACTOR will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed: 

Title/Position: V. P.

Subscribed and sworn to before me this 18th day of October, 2017.

  
Notary Public



**PERFORMANCE REFERENCE FORM**

Each BIDDER shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name:..... - Village of Orland Park  
Address:..... 15655 Ravinia Ave  
City & State:..... Orland Park, IL 60462  
Telephone Number: ..... 708-362-2358  
Person To Contact: ..... John Ingram  
Title/Position: ..... Public Works Director

Company Name:..... Village of Tinley Park  
Address:..... 16250 S. Oak Park Ave.  
City & State:..... Tinley Park, IL  
Telephone Number: ..... 708-444-5535  
Person To Contact: ..... Jeff Cossidente  
Title/Position: ..... Water Forman

Company Name:..... Village of Oak Lawn  
Address:..... 5532 W. 98th Street  
City & State:..... Oak Lawn, IL 60453  
Telephone Number: ..... 708-499-7749  
Person To Contact: ..... Steve Barret  
Title/Position: ..... Public Works Director

**CONTRACTOR'S CERTIFICATION**

Am [Signature], having been first duly sworn depose and states  
(Officer or Owner of Company)

as follows:

1. Aslu's INC, having submitted a proposal for  
(Name of Company)

**Erin Hills Subdivision Drainage Improvements** to the Village of Homer Glen, hereby certifies that said CONTRACTOR has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

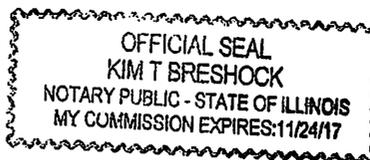
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve 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.

By: Am [Signature]  
(Authorized Agent of CONTRACTOR)

Subscribed and sworn to before me this 18th day of October, 2017

Kim T Breshock  
Notary Public



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Airy's, Inc.

7455 W. Duvan Drive Tinley Park, IL 60477

as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Company

One West Nationwide Blvd., 1-04-701 Columbus, OH 43215-2220

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Homer Glen

14240 W 157st Street Homer Glen, IL 60491

as Obligee, hereinafter called the Obligee, in the sum of Ten 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 Erin Hills Subdivision Drainage Improvements #160603

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 materials 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 18th day of October, 2017

Kim T. Beushock

(Witness)

Airy's, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

[Signature]

(Witness)



Nationwide Mutual Insurance Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Carl Dohn, Jr.

(Title)

G-23208-B

ss.

STATE OF Illinois

COUNTY OF Cook

I, Laura Dohn Notary Public of Cook County,  
 in the State of Illinois, do hereby certify that Carl Dohn, Jr.  
 Attorney-in-Fact, of the Nationwide Mutual Insurance Company  
 who is personally known to me to be the same person whose name is  
 subscribed to the foregoing instrument, appeared before me this day in person, and  
 acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the  
Nationwide Mutual Insurance Company  
 for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine  
 in said County, this 18th day of October A.D., 2017

Laura Dohn  
 Notary Public Laura Dohn

My Commission expires: September 21, 2020



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Carl Dohn, Jr.

in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature. In penalties not exceeding the sum of \$20,000,000.

Surety Bond Number Bid Bond  
Principal Airy's, Inc.  
Oblitgee Village of Homer Glen

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 16th day of February, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 16th day of February, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS  
Notary Public, State of New York  
No. 02BA4656400  
Qualified in New York County  
Commission Expires April 30, 2019

Notary Public  
My Commission Expires  
April 30, 2019

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 18th day of October, 2017.

This power of attorney expires: April 30, 2019

  
Assistant Secretary

VILLAGE OF HOMER GLEN  
CONTRACT AGREEMENT

THIS CONTRACT ("Contract"), made this 25 day of OCTOBER, 20 17 by and between the Village of Homer Glen hereinafter called "OWNER", and AIRY'S INC., hereinafter called "CONTRACTOR".

WITNESSETH:

WHEREAS, OWNER has heretofore, solicited Bids for all the Work (as defined in the Notice to Bidders described below), collateral and/or incidental Work, and improvements and for the doing of all things included within the hereinafter specified in and related to Contract Documents for Erin Hills Subdivision Drainage Improvements.

WHEREAS, OWNER did on the 25 day of OCTOBER, 20 17, find that CONTRACTOR was the lowest responsible bidder for hereinafter specified Work and did award CONTRACTOR a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

CONTRACTOR agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work, collateral and/or incidental Work and improvements required for and related to the Erin Hills Subdivision Drainage Improvements all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the CONTRACTOR by said Contract Documents (defined hereafter) for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; Illinois Environmental Protection Agency rules and regulations; and any applicable rules and regulations of the State of Illinois, Will County and the Village of Homer Glen. Furthermore, and as related to the Work, the CONTRACTOR shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The "Contract Documents" herein named include all of the following component parts, all of which are incorporated into and made a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Notice to Bidders
2. General Provisions for the Erin Hills Subdivision Drainage Improvements
3. Special Provisions for the Erin Hills Subdivision Drainage Improvements
4. Bid Proposal
5. Performance and Payment Bonds
6. Contract Agreement
7. Contract Drawings
8. IDOT Standard Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing
10. Any and all other drawings, plans, specifications, exhibits, and related documents included or referred to in the foregoing Contract Documents, and
11. Addenda:
 

No. _____, dated _____,	20

ARTICLE III - CONTRACT PRICE

The CONTRACTOR agrees to receive and accept a sum not in excess of the following total bid price (and as may be adjusted as provided in the General Provisions of the Contract Documents) as full compensation for furnishing all materials, equipment and labor to do all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the OWNER, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the ENGINEER under them; also for any and all other things required by the Contract Documents, to wit:

Upon completion and acceptance by OWNER of all Work in accordance with the Contract Documents, OWNER agrees to pay CONTRACTOR for performance of Work in accordance with the Contract Documents in current funds a sum not exceeding the

One Hundred Fifty One Thousand  
Total Contract Price of One Hundred Two Dolars & 00/100 Dollars (\$ 151,102.00 ).  
(in writing) (in figures)

This Total Contract Price includes all Bonds, materials, labor, equipment, permits, applicable fees, approvals, licenses and insurance (as required under the Contract Documents).

Plus the following (List in detail additional Work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the Erin Hills Subdivision Drainage Improvements. The Work under this Contract shall be completed by December 15, 2017, with the exception of final restoration, or from a date mutually agreed upon between OWNER and CONTRACTOR. The CONTRACTOR agrees to commence Work (weather permitting) under this Contract within ten calendar days after the receipt from the OWNER of a fully executed Contract and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the OWNER within the previously specified time period.

ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the OWNER in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER pursuant to Section 108.09 of the STANDARD SPECIFICATIONS for the time that expires after the specified completion time until the Work is completed and acceptance by the OWNER. OWNER is entitled to and will deduct these costs from any monies due or that may become due the CONTRACTOR.

ARTICLE VI - OTHER REMEDIES

The aforementioned liquidated damages apply only to delays in CONTRACTOR'S performance. OWNER retains all other available rights or remedies available under the Contract Documents or at law or equity, including but not limited to compensatory, consequential and punitive damages, if applicable, for other breaches under the Contract Documents. CONTRACTOR shall be responsible for and pay for any and all of OWNER'S attorneys' fees and/or costs incurred in or arising from the enforcement by OWNER of the terms, conditions, and provisions contained in the Contract Documents against the CONTRACTOR.

## ARTICLE VII - PAYMENTS TO CONTRACTOR

General: OWNER agrees with said CONTRACTOR to employ and does hereby employ, the said CONTRACTOR to provide the materials, labor, equipment, bonds, applicable fees, permits, and licenses and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment and Waiver of Lien. The CONTRACTOR shall submit a partial payment estimate and partial waiver of lien acceptable to OWNER not more than once each month and in accordance with the Contract Documents. The estimate will cover the Work performed from the previous estimate until issuance of the current partial payment estimate. The partial payment estimate must be supported by such data as may be required by the ENGINEER. Upon OWNER'S and ENGINEER'S approval of the partial payment estimate and partial waiver(s) of lien, the OWNER agrees to make payment. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract. The retainage may be reduced at the discretion of the ENGINEER.

Upon completion of all the Work and approval thereof by the ENGINEER, a final payment estimate will be prepared by the CONTRACTOR. Upon OWNER'S and ENGINEER'S approval of all final payment estimates and final waiver(s) of lien, the OWNER will, within thirty (30) calendar days, pay the CONTRACTOR the final payment on the basis of the approved final payment estimate. The acceptance by the CONTRACTOR of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the OWNER from any and all claims or liabilities for anything done or furnished relative to the Work or for any act or neglect on the part of the OWNER relating to or connected with the Contract. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract or the Performance, Payment and Maintenance Bond.

A partial and final waiver of lien shall also be required from each SUBCONTRACTOR and material supplier before a partial of final payment is made.

## ARTICLE VIII - SEVERABILITY

If any provision of the Contract Documents is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of the Contract Documents will remain in full force and effect. Any provisions of the Contract Documents held invalid or unenforceable only in parts or degree will remain in full force and effect to the extent not held invalid or unenforceable.

## ARTICLE IX - HEADINGS

The headings of the paragraphs and subparagraphs in the Contract Documents are provided for convenience only and will not affect its construction or interpretation. All words used in the Contract Documents will be construed to be of such gender or number as the circumstances require. Unless otherwise provided, the word "including" does not limit the preceding words or terms.

## ARTICLE X - WAIVER

The rights and remedies of the parties to the Contract Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Contract Documents or the documents referred to therein will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in four original counterparts the day and year first above written.

Airy's Inc.  
CONTRACTOR

By Thomas Land  (SEAL)

Title Vice President

By \_\_\_\_\_ (SEAL)

Title \_\_\_\_\_  
(if partnership)

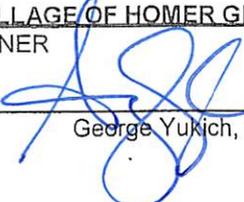
WITNESS:

 (SEAL)

James Welling

Title: Secretary

VILLAGE OF HOMER GLEN  
OWNER

By  (SEAL)  
George Yukich, Mayor

WITNESS:

  
Village Clerk

IMPORTANT

NOTE: If the CONTRACTOR is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if CONTRACTOR is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the CONTRACTOR is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of CONTRACTOR shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

Bond #754391

Village of Homer Glen  
Erin Hills Subdivision Drainage  
Improvements  
CBBEL Project Number 160603

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT Airy's, Inc. 7455 W Duvan Drive, Tinley Park, IL 60477

(insert the name and address or legal title of the Contractor)

as Principle, hereinafter called Contractor, and

Nationwide Mutual Insurance Company, One Nationwide Plaza, Columbus, OH 43215  
(insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the (OWNER)

Village of Home Glen as obligee, hereinafter called the Owner in the full and just sum of

One hundred Fifty One thousand, one hundred two and no/100's--- DOLLARS (\$ 151,102.00 )

lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in to a certain written contract, dated the 26th day of October, A.D. 2017, with the Village of Homer Glen for Project No. 160603.

complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the Work provided in said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the Date of Final Acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Village of Homer Glen  
Erin Hills Subdivision Drainage  
Improvements  
CBBEL Project Number 160603

PERFORMANCE BOND (Cont'd)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of  
November, 2017.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
By: *James Wellings* (SEAL)  
Airy's, Inc. (SEAL)  
Principal *JAMES WELLINGS*  
*SECRETARY*



Witness:

\_\_\_\_\_  
(If Individual or Firm)

Attest  
*Kim Baushack*  
(If Corporation)

By: *Carl Dohn, Jr.* (SEAL)  
Carl Dohn, Jr. Attorney-In-Fact  
Nationwide Mutual Insurance Company (SEAL)  
SURETY



Attest:  
*U. Bradden*  
(Surety)

Bond #754391

Village of Homer Glen  
Erin Hills Subdivision Drainage  
Improvements  
CBBEL Project Number 160603

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT Airy's, Inc.

7455 W Duvan Drive, Tinley Park, IL 60477  
(insert the name and address or legal title of the Contractor)

as Principle, hereinafter called Contractor, and

Nationwide Mutual Insurance Company, One Nationwide Plaza, Columbus, OH 43215  
(insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the (OWNER)

Village of Homer Glen as obligee, hereinafter called the Owner in the full and just sum of  
One hundred fifty one thousand, one hundred two and no/100's----- DOLLARS (\$ 151,102.00 )

lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in to a certain written contract, dated the 26th day of  
October, A.D. 2017, with the Village of Homer Glen  
for Project No. 160603.

complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any and all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, and other fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Village of Homer Glen  
Erin Hills Subdivision Drainage  
Improvements  
CBBEL Project Number 160603

LABOR AND MATERIAL PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of  
November, 20 17.

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
By: [Signature] (SEAL)  
Airy's, Inc. (SEAL)  
Principal JAMES WELLING  
SECRETARY



Witness:

\_\_\_\_\_  
(If Individual or Firm)

Attest: [Signature]  
(If Corporation)

By: [Signature] (SEAL)  
Carl Dohn, Jr., Attorney-In-Fact  
Nationwide Mutual Insurance Company (SEAL)  
SURETY



Attest: [Signature]  
(Surety)

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the state where the Project is located

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
National Casualty Company, an Ohio corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CARL DOHN JR  
ELISE SIEGEL  
KAREN DOHN

MATTHEW DOHN  
WILLIAM P. MAHER

VICKI L. BROADDUS  
SUSAN MURRAY

PALATINE IL

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS

\$ 5,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, National Casualty Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS  
Notary Public, State of New York  
No. 02BA4656400  
Qualified in New York County  
Commission Expires April 30, 2019

Notary Public  
My Commission Expires  
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of Nov., 2017.

Assistant Secretary

This power of attorney expires: April 30, 2019