

**CONTRACT BETWEEN
THE VILLAGE OF PALOS PARK AND
Airy's Inc.**

THIS CONTRACT ("Contract") is made this 6th day of April, 2019, by and between the Village of Palos Park, Cook County, Illinois, a municipal corporation (the "Village") and Airy's Inc., 7455 Duvan Drive, Tinley Park, Il. 60477, a/an Illinois corporation (the "Contractor").

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the Village and the Contractor agree as set forth below:

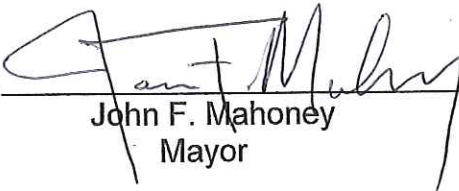
1. The Contractor, for the considerations hereinafter set forth, hereby agrees to and with the Village that it will furnish and provide all labor, materials, equipment and services and do all else required to install the Southwest Highway Sanitary Sewer, in the Village of Palos Park, for the Village, all in strict compliance with the Contract Documents (as defined below) as prepared by Airy's Inc..
2. The work to be performed under this Contract shall be commenced within the time specified in the Contract Documents and shall be completed as provided in the Contract Documents.
3. The Village shall pay the Contractor for the performance of the work the total sum of Forty Thousand Nine Hundred and 00/100 Dollars (\$40,900.00) in accordance with the Contractor's proposal on the bid form dated March 22, 2019, subject to further additions and deductions as may be agreed upon in accordance with the terms of the Contract Documents. Payments shall be in the manner and at the time stipulated in the Contract Documents.
4. This Contract shall embrace and include all of the Contract Documents, which are as follows:
 - A. The Notice to Contractors for Southwest Highway Sanitary Sewer, consisting of one (1) page.
 - B. The Instructions to Bidders for Southwest Highway Sanitary Sewer, consisting of four (4) pages.
 - C. The Specifications for Southwest Highway Sanitary Sewer, consisting of thirty one (31) pages.
 - D. No addendums were issued for this project.
5. The Contractor represents and warrants that it will comply with the applicable Local, State and Federal laws and requirements applicable to the Contractor

and/or this Contract, including, but not limited to, those concerning prevailing wage rates and equal employment opportunities. This Contract is subject to and governed by the rules and regulations promulgated under of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.).

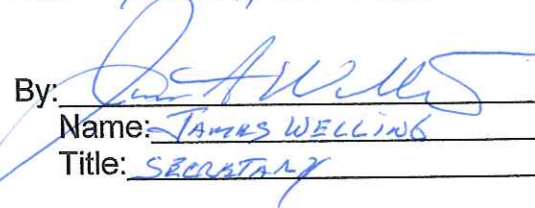
6. The Contractor must furnish and pay for satisfactory Performance and Labor and Material Payment Bonds in an amount as determined by the Village's Public Works Director.
7. The Certification by the Contractor, attached hereto as Exhibit A, is hereby made a part of this Contract.
8. The Contractor and the Village hereto agree that, for purposes of any lawsuit(s) between them concerning this Contract, its enforcement or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

This Contract is executed as of the day and year first written above.

VILLAGE:
Village of Palos Park,
Cook County, Illinois,
A municipal corporation

By: 
John F. Mahoney
Mayor

CONTRACTOR:
Airy's Inc.
7455 W. DuVand Dr.
Tinley Park, IL 60477

By: 
Name: JAMES WELLINS
Title: SECRETARY

ATTEST:

By: 
~~Marie Arrigoni~~ CATHY A. GABEL
DEPUTY Village Clerk

ATTEST:


By: 
Name: Sally A. Kinney
Title: Asst to Mayor & Village Mgr




Exhibit A

CERTIFICATION BY THE CONTRACTOR

I, Ryan Hill, having been first duly sworn on oath, depose and state that I am the President and the authorized agent of Airy's Inc. (the "Contractor"), which has submitted a bid to, and is entering into a Contract with, the Village of Palos Park for the Southwest Highway Sanitary Sewer in the Village of Palos Park, and hereby certify on behalf of the Contractor as follows:

1. That said Contractor is not barred from contracting with the Village of Palos Park 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 of the United States.
2. That said Contractor shall comply with all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the rules and regulations promulgated thereunder, and has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(a)(4).
3. That said Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or, if it is:
 - A. it is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act; or
 - B. it has entered into an agreement with the Illinois Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
4. That said Contractor 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 the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
5. That said Contractor is in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

By: 
Name: Ryan Hill
Title: President

SUBSCRIBED AND SWORN TO
Before me this 4th day of April, 2019.


Notary Public

