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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2023- 004**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE  
A PROPOSAL BETWEEN THE CITY AND AIRY'S, INC. FOR  
INSPECTION AND REPLACEMENT OF A DISCHARGE LINE  
BREAK IN BLUE ISLAND, ILLINOIS**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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OF A DISCHARGE LINE BREAK IN BLUE ISLAND, ILLINOIS**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the "*City*") is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the City desires to contract with Airy's, Inc. for the emergency inspection and repair of a discharge line break affecting the sanitary sewer systems, a copy of which is attached hereto and made a part hereof, as Exhibit A (the "*Proposal*"); and

**WHEREAS**, 65 ILCS 5/8-9-1 of the Illinois Municipal Code authorizes the City to enter into contracts for work, public improvement, or supplies in excess of \$20,000 without advertising for bids if authorized by vote of two-thirds of all the aldermen then holding office; and

**WHEREAS**, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to waive bidding requirements pursuant to 65 ILCS 5/8-9-1 and authorize the proposal from Axon Enterprise, Inc.

**WHEREAS**, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and

correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The contract between the City and Airy's Inc., which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor and City Attorney to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

**Section 4.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 7.** This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

*(Left intentionally blank)*

**PASSED** this **28th** day of **February, 2023**, pursuant to a roll call vote as follows:

ADOPTED this 28<sup>TH</sup> day of February, 2023, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE			X		
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on February 28, 2023.

FRED BILOTTO  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this  
28<sup>TH</sup> day of FEBRUARY, 2023.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        ss.

**CERTIFICATION**

**I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT** I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

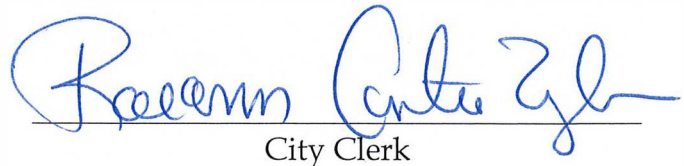
**I DO FURTHER CERTIFY** that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A PROPOSAL BETWEEN THE CITY AND AIRY’S, INC. FOR INSPECTION AND REPLACEMENT OF A DISCHARGE LINE BREAK IN BLUE ISLAND, ILLINOIS.**

**RESOLUTION NO. 2023-004** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **28<sup>th</sup> day of February, 2023**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

**I DO FURTHER CERTIFY** that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **28<sup>th</sup> day of February, 2023**.

CORPORATE SEAL

  
\_\_\_\_\_  
City Clerk

*Contract with Airy's, Inc.*



**★ VETERAN OWNED ★**  
 21825 Cherry Hill Road, Joliet, IL 60433  
 (708) 429-0660 www.airys.com (708) 429-0795

**PROJECT PROPOSAL & CONTRACT**

**To:**  
 Mr. Travis Parry  
 City of Blue Island  
 3153 Wireton Road  
 Blue Island, IL 60406

**Date:** 2/15/2023  
**Job Number:** E23-516  
**Job Name/Location:** 3' Sanitary Sewer Inspection / Replacement (The Meadows Golf Club)  
 2802 W 123rd St  
 Blue Island, IL

**Phone:** 847-823-0500  
**Fax/e-mail:** tparry@cbbel.com

We hereby submit specifications and estimates per plans dated:

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
10 <b>CCTV Existing 3" Force Main</b> - Must cut in 4' x 6' access points every 300' - Airy's to tie forcemain back together and backfill upon completion of televising. - All restoration by others	1100	LF	\$37.56	\$41,316.00
<b>TOTAL BASE BID</b>				<b>\$ 41,316.00</b>

**ALTERNATE**

20 <b>Furnish and Install new 3" HDPE Forcemain</b> - Includes directional drilling of new forcemain - Airy's to tie new forcemain into existing structures - All restoration by others	1100	LF	\$31.18	\$34,298.00
<b>TOTAL ALTERNATE</b>				<b>\$ 34,298.00</b>

The referenced amount reflects our Unit Price bid for the referenced project

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

- No permits, bonds, taxes, licenses, or fees
- Airy's and their subcontractors to be held harmless from utility construction in any areas requiring permit(s)/easements for construction.
- No filling existing structures
- No excavation of unsuitable rock or soils
- Downtime for unsuitable material, rock, etc. not included.
- On site and Off site restoration by others
- Staking & layout by others

- 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.
- Not responsible for determination of design crossing conflictions.
- Televising of existing or proposed sewers is not included unless expressly mentioned in this proposal.
- Vacuum testing of structures is not included unless expressly mentioned in this proposal.
- 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.
- In the event soil erosion is provided in a bid line, we will provide the initial installation. Further maintenance is to be provided by others.
- All spoil left on site at trench side. Approximately. Cy
- All services to terminate at property line.
- Dewatering is excluded.
- Rock excavation is excluded.
- Traffic control by others.
- Tree removal/trimming by others.
- The excavation through unsuitable soil is excluded.
- All pavement or curb sawing, removal, and disposal is excluded.
- Not responsible for damage to privately owned utility lines. Locating will be responsibility of the property owner.
- Average sanitary manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- Average storm manhole depths are calculated at 0.0' , added manholes that vary in depth may require a change in unit price.
- All water main depths are calculated with 5.0' cover, added depths may require a change in unit price.
- This Proposal is based on 2022 Labor Rates. June 1, 2022 through May 31, 2023.

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:

**Forty-one thousand three hundred sixteen and no/100----- Dollars \$41,316.00**

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.

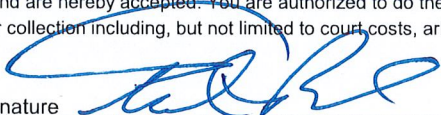
Any alteration or deviation from specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the contract amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

This proposal may be withdrawn by us if not accepted within 5 days due to the volatility of materials at this time.

Airy's Authorized Signature \_\_\_\_\_

**Acceptance of Proposal**

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

Signature  \_\_\_\_\_

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

Signature \_\_\_\_\_