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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION NO. 2020-R-089**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174TH  
STREET AND 67TH COURT**

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**JACOB C. VANDENBERG, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG  
WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
MICHAEL W. GLOTZ  
MICHAEL G. MUELLER  
Board of Trustees**

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**RESOLUTION NO. 2020-R-089**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174<sup>TH</sup>  
STREET AND 67<sup>TH</sup> COURT**

**WHEREAS,** the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a contract with Utility Dynamics Corporation, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS,** the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "contract" be entered into and executed by said Village of Tinley Park, with said contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid contract.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 15<sup>th</sup> day of September, 2020, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

**AYES:** Berg, Brady, Brennan, Galante, Glotz, Mueller

**NAYS:** None

**ABSENT:** None

**APPROVED** this 15<sup>th</sup> day of September, 2020, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President Pro-Tem

**ATTEST:**

  
\_\_\_\_\_  
Village Clerk

# EXHIBIT 1

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and Utility Dynamics Corporation (the "Contractor"), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Fifty-One Thousand, Nine Hundred Fifty-One and 50/100 Dollars (\$1,951.50)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:  
28 Calendar Days from Notice to Proceed
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and

having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

- 8. It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
- 9. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto as Exhibit B.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

## CERTIFICATIONS BY CONTRACTOR

### Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

Submitted by (signature)

Joseph B. Spencer

### Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

Submitted by (signature)

Joseph B. Spencer

### Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

Submitted by (signature)

Joseph B. Spencer



### Certificate Regarding Sexual Harassment Policy

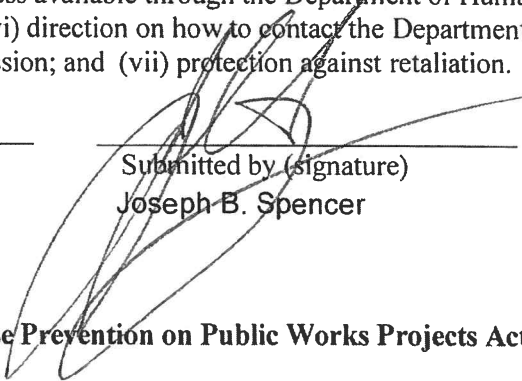
The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

  
Submitted by (signature)

Joseph B. Spencer

### Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

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

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

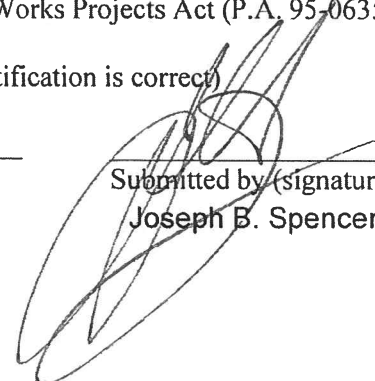
(Cross out either A or B depending upon which certification is correct)

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

  
Submitted by (signature)

Joseph B. Spencer

### **Certificate of Compliance with Prevailing Wage Requirements**

The undersigned hereby certifies that:

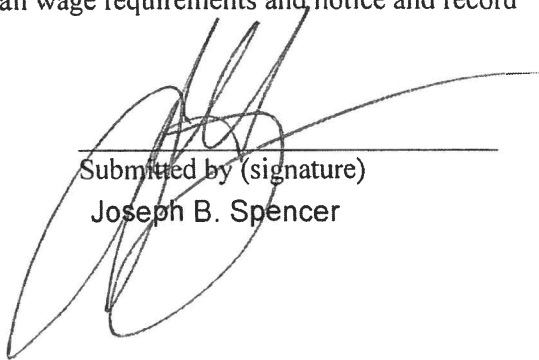
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

  
Submitted by (signature)

Joseph B. Spencer

### **Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance**

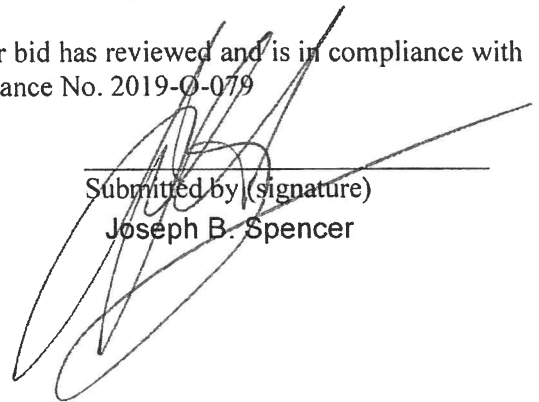
The undersigned or the entity making the proposal or bid has reviewed and is in compliance with the Village of Tinley Park Responsible Bidder Ordinance No. 2019-O-079

Utility Dynamics Corporation

Name of Contractor (please print)

President

Title

  
Submitted by (signature)

Joseph B. Spencer

### Employment of Illinois Workers on Public Works Act Certification

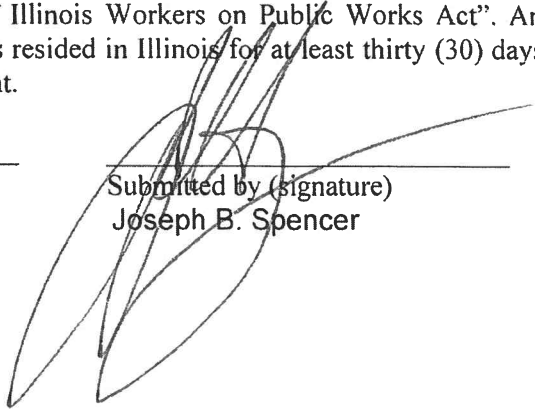
The undersigned does hereby certify that if at the time the Contract for this Project is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers in accordance with the "Employment of Illinois Workers on Public Works Act". An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Utility Dynamics Corporation

\_\_\_\_\_  
Name of Contractor (please print)

President

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Submitted by (signature)  
Joseph B. Spencer

**CONTRACTOR NAME**

BY: \_\_\_\_\_

09/02/2020

Date

Printed Name: Joseph B. Spencer

Title: President

**VILLAGE OF TINLEY PARK**

BY: Michael W. Goy

Sept. 15, 2020

Date

Village President Pro-Tem  
(required if Contract is \$20,000 or more)

ATTEST:

[Signature]  
Village Clerk

Sept. 15, 2020

Date

(required if Contract is \$20,000 or more)

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Village Manager

\_\_\_\_\_  
Date

## **SCOPE OF SERVICES**

**Attached Scope of work as detailed in:**

- **SITE AND BUILDING IMPROVEMENTS 174<sup>TH</sup> STREET AND 67<sup>TH</sup> COURT**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 630-468-5600 <b>FAX (A/C, No):</b> 630-468-5696 <b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com		
<b>INSURED</b> Utility Dynamics Corporation 23 Commerce Drive Oswego IL 60543  UTILDYN-02		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : ACUITY, A Mutual Insurance Company		14184
		INSURER B : Continental Casualty Company		20443
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER: 1878510222

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<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 checked="" type="checkbox"/> LOC OTHER:			X82314	11/1/2019	11/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 6,000,000
							PRODUCTS - COMP/OP AGG	\$ 6,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			X82314	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			X82314	11/1/2019	11/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X82314	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Excess Liability \$10M X \$5M			6020762153	11/1/2019	11/1/2020	Occ/Agg. Limit:	\$10MM/\$10MM
A	Leased/Rented Equip			X82314	11/1/2019	11/1/2020		\$375,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

\*\*\*SAMPLE\*\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Neil R. Hughes*

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## Form A

### Subcontractors who will Perform Work on the Project

[illegible]



**Form B**

Individuals who will perform work on the project

List all individuals who will perform work on this project with the following information:

Individual is an employee (E) or independent contractor (I);

Individual's trade classification (indicate apprenticeship status where appropriate);

Employee (E) is covered under Contractor's current workers' compensation (WC) policy;

Employee's (E) county of residence.

[illegible]

Form C

Additional Information Required

If required in the bid specifications, Contractor shall complete items I and/or II below:

Statement of past three (3) years experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
	<b>PLEASE SEE ATTACHED LIST</b>		

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Utility Dynamics Corporation

Public Body/Project Name/Year	Reference Name/Phone Number	Original Price/Final Price	Subcontractors
INVERNESS, IL SITE LIGHTING @ INVERNESS ON THE PONDS 2017	Susan Culliton 847-612-8898	\$14,000.00 \$14,425.00	NO
VILLAGE OF ARLINGTON HEIGHTS 2018 DOWNTOWN DECORATIVE LTG. 2018	Derek Mach 847-368-5432	\$34,225.00 \$45,524.00	NO
VILLAGE OF ELBURN ELBURN STREET LIGHTING 2018	Phil Vanbogaert 630-365-5060	\$10,910.00	NO
VILLAGE OF MOUNT PROSPECT CENTRAL RD STREET LIGHT PROJECT 2018	Jeff Meindl 847-870-5640	\$280,409.00 \$262,414.00	NO
VILLAGE OF WILMETTE ST LTG. INSTALL LAWLER AVE. 2019	Cliff Ruemner 847-853-7619	\$101,195.00 \$66,446.00	NO
VILLAGE OF BENSENVILLE 2018 RES. ST. LTG. PROJECT 2019	Brad Hargett 630-718-7578	\$321,587.00 \$313,116.00	NO
INVERNESS, IL SITE LIGHTING @ INVERNESS ON THE PONDS PH 3 2019	Susan Culliton 847-612-8898	\$20,000.00	NO
VILLAGE OF MANTENO DIVISION STREET LIGHTING 2019	Mark Wesolowski 815-412-2710	\$148,340.00 \$97,654.00	NO
VILLAGE OF ROMEOVILLE DECO ST. LTG. PHASE 4- MURPHY DRIVE 2019	Joel Drabicki 815-412-2012	\$622,170.00 \$503,325.00	NO
VILLAGE OF MOUNT PROSPECT RANDVIEW HIGHLANDS ST. LTG. 2020	Donna Brown 847-875-5478	\$134,937.00 \$131,380.00	NO
VILLAGE OF FOX LAKE GRAND AVE ST. LIGHTING 2020	Kevin VanDeWoestyne 847-815-9500	\$544,335.00 \$502,670.00	NO
CITY OF ROCK ISLAND 11TH STREET LIGHTING 2020	Mike Kane 309-732-2237	\$97,147.00 \$115,556.00	YES
VILLAGE OF ROSEMONT GLENLAKE ST. LIGHTING 2020	Tony DeRicco 847-823-0500	\$513,030.00 \$546,817.00	NO
CITY OF ROCKFORD ROXBURY ROADWAY LIGHTING 2020	Ryan Lundberg 773-348-7644	\$250,060.00 \$232,132.00	NO
INVERNESS, IL SITE LTG @ INVERNESS ON THE PONDS PH IV 2020	Susan Culliton 847-612-8898	\$22,062.00	NO
CITY OF PARK RIDGE HODGES LIGHTING IMPROVEMENTS 2020	Anthony Derrico 847-980-0650	\$147,499.00 \$133,869.00	NO
VILLAGE OF BLOOMINGDALE OLD TOWN DURP 2017	Orion Galey 847-823-0500	\$716,140.00	YES

Utility Dynamics Corporation

Public Body/Project Name/Year	Reference Name/Phone Number	Original Price/Final Price	Subcontractors
VILLAGE OF GRAYSLAKE UTILITY BURIAL 2019	Dan Strahan 847-821-6233	\$318,420.00	YES
VILLAGE OF ALGONQUIN MAIN ST. DURP 2019	Gerald Hennelly 847-823-0500	\$1,942,839.00 \$1,471,338.00	YES

**\*\* Additional References are Available Upon Request \*\***

List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.


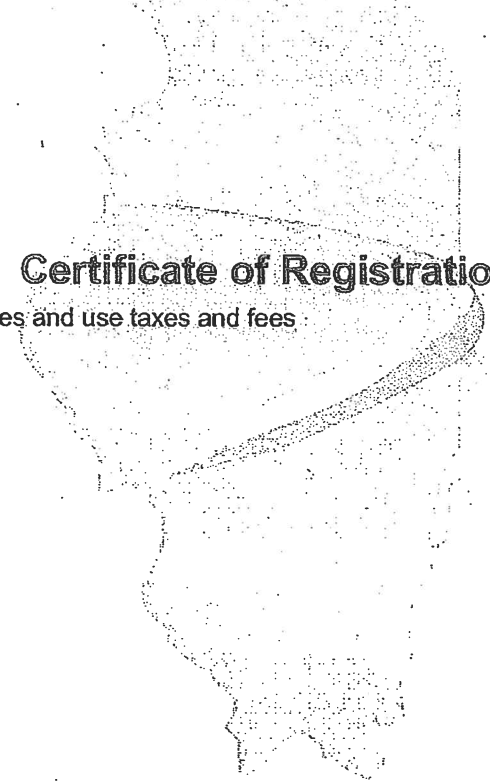

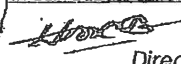
Date	Law	Determination	Penalty
N/A			

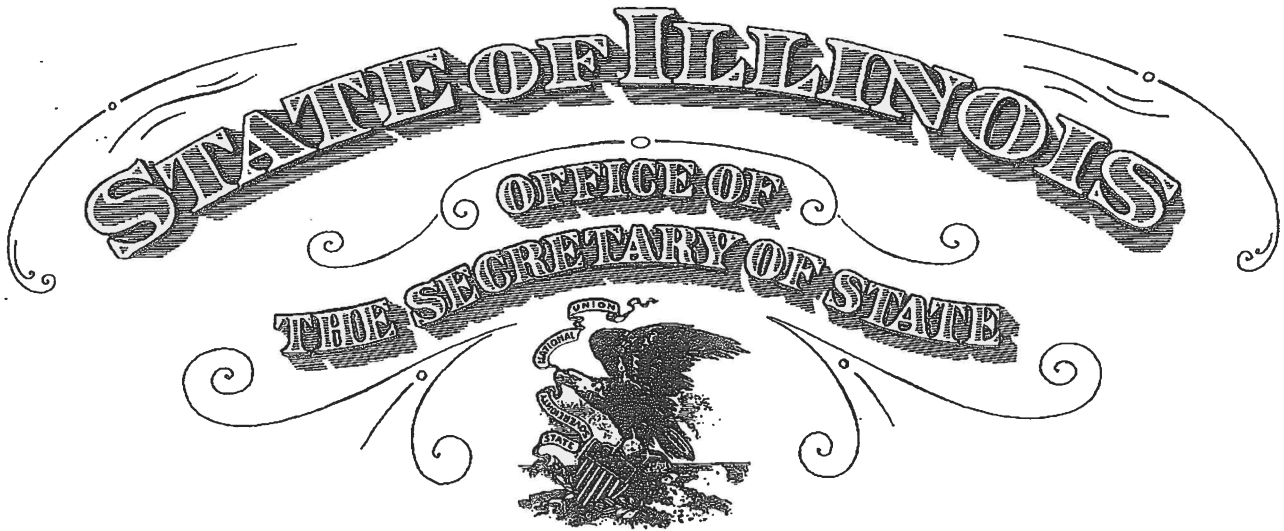
Verify that all of your Illinois Business Authorization information is correct.

Verify that the information below correctly represents your business location. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you have registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

**Sales location is outside municipal limits.  
Kendall County**

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires.** Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
<b>Illinois Business Authorization</b>		
<b>UTILITY DYNAMICS CORP</b>		
		Loc. Code: 047-5000-7-001
		<b>Kendall County</b>
<b>23 COMMERCE DR</b>		
<b>OSWEGO IL 60543-9305</b>		
Expiration Date: <b>12/31/2020</b>	<b>Certificate of Registration</b> Sales and use taxes and fees	(1079-3690)
		
	 <b>ILLINOIS REVENUE</b>  Director	
	OFFICIAL DOCUMENT	Issued Date: <b>11/01/2019</b>



***To all to whom these Presents Shall Come, Greeting:***

***I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

UTILITY DYNAMICS CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 03, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 21ST  
day of APRIL A.D. 2020 .***

*Jesse White*

SECRETARY OF STATE



Department of the Treasury  
Internal Revenue Service  
Cincinnati, OH 45999

In reply refer to: 0235526778  
Dec 06, 2018 LTR 147C  
36-2776022

UTILITY DYNAMICS CORP  
% JOSEPH B SPENCER  
23 COMMERCE DR  
OSWEGO IL 60543-9305 230

Taxpayer Identification Number: 36-2776022

Form(s):

Dear Taxpayer:

Thank you for your telephone inquiry of December 6th, 2018.

Your Employer Identification Number (EIN) is 36-2776022. Please keep this letter in your permanent records. Enter your name and your EIN on all business federal tax forms and on related correspondence.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 7:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Mrs. Underwood  
1000196669  
Customer Service Representative





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### Account

UTILITY DYNAMICS CORP  
38-2776022

Unemployment Insurance  
UTILITY DYNAMICS  
CORPORATION  
0474916

Balance: \$0.00

# United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.

Hillside, Illinois

For the Trades of Line Maintainer

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

Revised May 5, 2003  
August 26, 1992

Date

IL015920003

Registration No.



*Loi. Chao*  
Secretary of Labor

*Anthony Suerge*  
Administrator, Apprenticeship Training, Employer and Labor Services

# **UTILITY DYNAMICS CORPORATION**

## **SUBSTANCE ABUSE POLICY**

## TRAINING AGENDA

### Part I: Sociological Basis of Substance Abuse

- \*Historical Patterns
- \*Who Uses?
- \*Why Use?
- \*Statistical support
- \*Personal Patterns: Michigan Alcoholism/Drug Self-Test

### Part II: The Regulations

- \*49 CFR, Parts 391 et seq--overview and Application
- \*The Department of Transportation Safety Rules
- \*Drugs
- \*Intoxicating Beverages
- \*Exchange Of Information: Who Can Say What to Whom
- \*Custody and Control Documents: For the Protection of the Employee
- \*Specimen Collection Procedure: What to Expect

### Part III: Policy and Procedures

- \*The Company's Substance Abuse Policy and Procedures: Read, Interpret
- \*Questions And Answers

### Part IV: The Effects of Substance Abuse

- \*The NIDA Drugs
- \*Physical Effects
- \*Psychological Effects
- \*Observable Behavior
- \*Workplace Behavior Attributed to Substance Abuse
- \*Rehabilitation Alternatives

### Part V: Film

- \*The Medical Aspects Of Mind Altering Drugs

## Part VI: SUPERVISOR'S ONLY

- \*Retention Times of Abused Substances
- \*Identification and Documentation of Impaired Performance
- \*Dealing with the Impaired Worker
- \*Dealing with found unidentified substance
- \*Identifying Substances

## TABLE OF CONTENTS

SECTION ONE:	The Federal Regulations: An Overview
SECTION TWO:	Company Policy and Procedure Statement
SECTION THREE:	Procedures
SECTION FOUR:	The Negative Effects of Substance Abuse
SECTION FIVE:	Rehabilitation Alternatives

## THE FEDERAL REGULATIONS

49 CFR Parts 391-394: DEPARTMENT OF TRANSPORTATION CONTROLLED  
SUBSTANCES TESTING PROGRAM: AN OVERVIEW OF REQUIREMENTS

---

WHO MUST BE TESTED?

All drivers of commercial motor vehicles

- 1) with a gross vehicle weight rating (GVWR) equal to or exceeding 26,000 pounds, and engaged in interstate transport or commerce.
- 2) requiring placarding due to hazardous materials transport on an Interstate basis but regardless of GVWR
- 3) designed to transport fifteen (15) or more persons on an interstate basis.

This requirement includes both employee drivers and those under contract for a period of 90 or more consecutive days in a 365 day period.

WHO IS RESPONSIBLE FOR SEEING THAT THE TESTING TAKES PLACE?

It is the responsibility of the company not to allow any driver who has not been medically qualified, including passing a drug test, to drive a vehicle owned by that company, leased by that company or to transport goods on behalf of that company.

CIRCUMSTANCES UNDER WHICH TESTING MUST TAKE PLACE:

- 1) Pre-Employment/Pre-Use: A motor carrier shall require a driver applicant who the motor carrier intends to hire or use to be tested For the use of controlled substances as a prequalification condition. A driver applicant shall submit to such testing.
- 2) Reasonable Cause Testing: A motor carrier shall require a driver to be tested, upon reasonable cause, for the use of controlled substances. A driver shall submit to such testing when requested to do so by a motor carrier official or his company supervisor.
- 3) Biennial (periodic) Testing: A motor carrier shall require each Driver to be tested for the use of controlled substances at the time of his recertification (biennial USDOT) examination. A driver shall submit to such testing.
- 4) Post Accident Testing: Drug testing will be conducted as soon as possible but no more than 32 hours following a DOT Reportable Accident In which a commercial vehicle driver may be partially at fault in the Accident as evidenced by that driver being issued a citation for a moving Violation. A reportable accident is defined as "an occurrence...resulting



In 1) the death of a human being; 2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or 3) total damage to all property aggregating to \$4400 based on actual costs or by reliable estimates.” It is the responsibility of the driver to see that the test is taken.

## Page 2, Overview

5) Random Testing: Motor carriers will conduct drug testing with subjects Selected at random at unscheduled times and appropriate intervals. It is suggested that the selections be made by computer or other non-manual methods. Every driver shall have an equal opportunity to be selected Each time such selected is made without regard to the last time testing Conducted on that driver. No fewer than 50% of the total number of applicable employees will be selected each year.

6) Additional Circumstances as Prescribed by Company Policy: A company may elect to use the standards established by DOT as “Minimum Acceptable Standards” thus may add additional circumstances to testing requirements by way of a company policy Statement.

## CONSEQUENCES FOR A COMPANY WHO FAILS TO IMPLEMENT THESE REGULATIONS:

If the motor carrier fails to implement drug testing or other aspects of these regulations or fails to demonstrate a good faith effort to do so, the motor carrier may face penalties of \$10,000.00 per day.

## DRIVER PENALTIES FOR POSITIVE TESTS:

If a driver tests “positive” on any drug test, the driver is considered medically unqualified and may not drive until he is again medically qualified to as evidenced by a negative test result and any additional criteria prescribed by DOT or company policy. If the motor carrier or that motor carrier’s state requires rehabilitation for the driver to be returned to work, that driver must agree to submit to random testing on a schedule which has been basically established by the DOT. Further, that motor carrier will stay in touch with the treatment professional assigned to the driver to assure that the driver continues to comply with the recommendations of that treatment professional. As with all other aspects of the regulations, a motor carrier may elect to use the DOT rules as the minimum

acceptable standard and may add or clarify penalties by way of a company policy

statement.

Post Accident Positive: If the drug test has been taken following a reportable accident in which a fatality has occurred, and the test is positive, the driver is immediately disqualified for a period of not less than one year and the motor carrier shall issue a Letter of Disqualification which so states.

**REFUSAL TO BE TESTED:**

It is considered a Positive Test and results in immediate medical unqualification. If that refusal follows an accident in which a fatality has occurred, that driver is immediately disqualified for a period for a period of not less than one year. The motor carrier shall issue a Letter Disqualification which so states.

**DRUGS FOR WHICH TESTING MUST BE CONDUCTED:**

Amphetamines  
Methamphetamine  
Cocaine Metabolite  
Opiates  
Codeine  
Morphine  
Phencyclidine  
marijuana Metabolites

## DEPARTMENT OF TRANSPORTATION SAFETY RULES

- I. 49 CFR Part 391.4(b) - Physical Qualifications for Drivers - A person is physically qualified to drive a motor vehicle if that person :
  - A. Does not use a Schedule I drug...an amphetamine, narcotic or any other habit forming drug:
  - B. Has no other current clinical diagnosis of alcoholism.
  
- II. 49 CFR Part 392.4 - Drugs and Other Substances
  - A. No driver shall be on duty and possess, be under the influence of, Or use , the following drugs or other substances:
    - 1)Any Schedule I drug or other substance identified in Appendix D Of the Federal Motor Carrier Safety Regulations;
    - 2)An amphetamine or any formulation thereof ; or
    - 3) A narcotic drug or any derivative thereof; or
    - 4) Any substance, to a degree which renders the employee incapable Of safely operating a motor vehicle .
  - B. No motor carrier shall require or permit an employee to violate Section 1 above.
  - C. The above prohibitions do not apply to the possession and or use Of a substance administered to a driver by or under the instructions Of a physician who has advised the driver that the substance will not Affect the driver's ability to safely operate a motor vehicle.
  - D. As used in this section, "possession" does not include possession Of a substance which is manifested and transported as part of a shipment.
  
- III. 49 CFR Part 392.5 - Intoxicating Beverages
  - A. No person shall:
    - 1) Consume an intoxicating beverage regardless of its alcoholic Content, or be under the influence of intoxicating beverage, Within 4 hours before going on duty or operating, or having Physical control over a motor vehicle;
    - 2) Consume an intoxicating beverage, regardless of its alcoholic content or to have any detectable presence of alcohol in his or her System while on duty, or operating , or in physical control of, a Motor vehicle or

3) Be on duty or operate a motor vehicle while possessing an Intoxicating beverage regardless of its alcoholic content. This Possession does not apply to an intoxicating beverage which is manifested and transported as part of a shipment.

- B. No motor carrier shall require or permit an employee to
- 1) Violate any provisions above; or
  - 2) Be on duty or operate a motor vehicle if, by the driver's general appearance or conduct or by other substantiating Evidence, the employee appears to consumed an intoxicating Beverage within the preceding 4 hours or has any detectable presence of alcohol in his or her system.

COMPANY POLICY STATEMENT

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## DRUG AND ALCOHOL POLICY STATEMENT OF UTILITY DYNAMICS CORP.

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### PART I

#### STATEMENT OF OBJECTIVE:

- 1) Utility Dynamics Corp. recognizes that safety and productivity problems arise when employees use illegal substances or abuse alcohol. These concerns apply especially to all employees who operate machinery, drive company vehicles and perform other safety sensitive tasks where the employee, his co-workers and members of the public may be affected by such use.
- 2) Additionally, in order to maintain a competitive position in the awarding of federal, state and municipal contracts, Utility Dynamics has determined that it is beneficial for all employees to meet the requirements set forth in the Federal and Illinois Drug Free Workplace Acts and the rules and regulations of the US and IL Departments of Transportation, hereafter called "DOT" [specifically 49 CFR part 391 et seq.]. These rules therefore apply to employees of all job descriptions and Unions Locals and including management.
- 3) Therefore, Utility Dynamics Corp. will require that each applicant and employee be tested for the presence of illegal drugs in his urine and for the presence of alcohol breath, saliva or blood in excess of 0.04%. Such testing shall be conducted in accordance with this policy and the DOT. Collection and analysis protocols will be performed in accordance with the standards set forth by The Department of Health and Human Services, hereafter called "HHS" and the National Institute on Drug Abuse, hereafter called "NIDA". In addition to this testing, Utility Dynamics Corp. will require a minimum of one-hour of educational training which will include but not limited to company policy, federal and state regulations, the affects of drugs or alcohol abuse, rehabilitation alternatives and the rights of the applicant and employee under this policy.
- 4) Utility Dynamics Corp. will require that all applicants and employees read, and understand and sign for the receipt of this Policy Statement as acknowledgment of understanding their rights and responsibilities as well as affirming the commitment of Utility Dynamics Corp. To a drug free workplace.
- 5) It must be understood that the regulatory process surrounding drug and alcohol abuse issues is evolving. The policies and procedures contained herein are subject to change in order to maintain compliance with all federal, state and municipal regulations.

## PART II

### ----- DEFINITION OF TERMS

**EMPLOYEE:** An employee is any person who is contracted with or temporarily or permanent employed by Utility Dynamics Corp.

**ILLEGAL USE:** Illegal use is defined as the use of any illegal drug, the use of any prescription or over-the-counter drug obtained or used in a manner which inconsistent with its prescription or instruction or in a manner which creates the potential for impaired judgement, performance or productivity, and includes the improper use of alcohol.

**DRUGS:** Include any "street drugs" including but not limited to those specifically included in the definition of "drug test" below, any Schedule I or Appendix D drugs [attached as "Attachment I" to this policy statement], and alcohol. The DOT requirements refer to drugs as "Controlled Substances".

**"MRO" MEDICAL REVIEW OFFICER:** A physician with special knowledge of drug use and the regulations which govern such use who is retained by the Utility Dynamics Corp. to review drug test results, consult with the employee in the case of positive results, make a final determination as to the positive or negative status of each test and other incidental and administrative functions as set forth in the US DOT regulations.

**DRUG TEST:** The Screening and, if needed the confirmative analysis of urine, saliva, blood or breath which is taken for the express purpose of testing for drugs specifically, but not necessarily limited to:

Amphetamines	Opiates
Methamphetamine	Codeine
Cocaine Metabolites	Morphine
Marijuana Metabolites	Phencyclidine
Alcohol	

**POSITIVE:** A positive drug test is one which reveals the presence of any drug(s) (see definition of "drugs") and for which the employee is unable to document proper and legal use to the sole satisfaction of the MRO.

**NEGATIVE:** A negative drug test is one which fails to reveal the presence of any drugs or for which the employee is able to document the proper and legal use of any drugs found to the sole satisfaction of the MRO.

**REASONABLE CAUSE:** Reasonable Cause shall be defined as any incident, behavior or set of circumstances which would suggest the use of alcohol or drugs; or for which no explanation, other than drug or alcohol use, would be reasonable.

**DOT COVERED VEHICLE:** Is a vehicle engaged in commerce with a GVWR in excess of 26,000 pounds.



### PART III

#### ----- WORK RULES FOR ALL EMPLOYEES

##### 6) PHYSICAL QUALIFICATIONS

A person shall be considered physically qualified if that person is not determined to be current user of any Schedule I drug including but not limited to amphetamines, narcotics or any habit forming drugs and has no current clinical diagnosis of alcoholism.

##### 7) FITNESS FOR DUTY REQUIREMENT

No employee shall report for work, be on duty, or be on or around the worksite while in possession of any illegal drug or with a detectable presence of any illegal drug in his system.

##### 8) EXCEPTION FOR PHYSICIAN ADMINISTERED DRUGS

These prohibitions do not apply to the possession or use of a substance administered to an employee by or under the instructions of a physician who has advised the employee that the substance will not affect the employee's ability to safely perform his duties.

##### 9) INTOXICATING BEVERAGES

No employee shall consume an intoxicating beverage regardless of its alcoholic content within 4 hours prior to going on duty or while operating company vehicles or equipment. Thus, no employee shall have any detectable presence of alcohol in his system or possess alcohol in any form when on duty. A DOT covered driver who is found to be intoxicated (0.04% blood alcohol concentration) while operating a covered vehicle will be reported to the licensing agency upon receipt of the final results.

##### 10) REQUIREMENT TO INFORM UTILITY DYNAMICS OF DRUG USE

An employee shall notify Utility Dynamics Corp. If he or she is using or has the detectable presence in his system of any legal drug, with or without a prescription, which has the potential to impair his ability to properly and safely perform his duties in any way. The supervisor may consult, as needed, the employee's physician and/or the MRO, to determine whether the employee may safely and/or legally continue his work assignment while taking the drug.

##### 11) POSSESSION, SALE OR TRANSFER

No employee shall possess, sell or transfer in any way, a drug while on the worksite, parking areas or while performing the assigned work of Utility Dynamics Corp. Except as allowed specifically during the course of company recreational functions.

##### 12) LEGAL OFFENSES ON THE JOB

In accordance with the Drug Free Workplace Acts, an employee who is convicted of any criminal drug statute for a violation occurring in the workplace must notify his Utility Dynamics Corp. no later than 5 (five) days after that conviction and the Utility Dynamics Corp. must report that conviction to the federal, state or municipal contract representative within 10 (ten) additional days.

#### 13)LEGAL OFFENSES OFF THE JOB

Any charge or conviction which results in loss of Commercial Driver' License, such as Driving Under the Influence (DUI), must be reported to the Utility Dynamics Corp. Immediately (the next working day). Reasonable accommodation will be made to permit the employee to work in positions which do not require CDL, however, the employee should be aware that such positions are not always available.

### PART V

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#### DRUG TESTING RULES AND REQUIREMENTS OF DOT AND UTILITY DYNAMICS CORP.

In full accordance with the rules and regulations set forth by the DOT and Utility Dynamics Corp., drug testing will be performed under, but not limited to, the following circumstances:

#### 14) PRE-EMPLOYMENT/PRE-USE TESTING

Utility Dynamics Corp. shall require all applicants who Utility Dynamics Corp. intends to hire or use to be tested for the systemic presence of drug(s) as a condition of prequalification.

Applicants able to provide adequate documentation of current drug free status and enrollment in a drug free workplace program in accordance with DOT regulations will be considered pre-qualified under this rule. Utility Dynamics Corp. Shall notify every applicant who is to be tested as to its intent

to test and shall additionally provide every applicant with a copy of the drug testing results if the applicant should request and as long as such a request is made in writing within 30 days of the original test date. Any applicant who tests positive shall be considered a current user and no final offer of employment will be made.

#### 15) REAPPLICATION

Applicants who test positive will be permitted to reapply no sooner than 30 days after the original test date and must submit to a second drug test. This second test must be taken at a time and place designated by Utility Dynamics Corp. and must be paid for in full and in advance by the applicant. An applicant who tests positive in a second test will not be permitted to apply for a period of one year.

#### 16) TESTING UNDER THE REASONABLE CAUSE

Utility Dynamics Corp. Shall require that an employee be tested upon reasonable cause for the systemic presence of a drug(s). An employee shall submit to such testing when requested to do so by a supervisor, Utility Dynamics Corp. Or legal authority. The employee is considered

medically unqualified if the test is positive. If a Local Union Member, the employee shall be reported immediately to that Local Union and be suspended without pay for a period of not less than two weeks at which time he shall be permitted to be retested. If the suspended employee is negative upon retest and can provide Utility Dynamics Corp. With documentation which supports the absence of any current diagnosis of substance abuse, that suspended employee is eligible for rehire. It must be understood that Utility Dynamics Corp. must protect its ability to satisfactorily

continue or complete any job(s) in progress and that the suspended employee's two week absence may require that the position previously held by that employee be filled. If that position is no longer available due to hiring or if he would have been laid-off in the course of normal employment during the period of suspension, Utility Dynamics Corp. May not be required to reinstate him.

16a) The decision to test under Reasonable Cause requires a multi-step process as follows:

- A) When behavior of concern is observed by one and preferably two supervisors and is reported to Utility Dynamics Corp. and
- B) The observing supervisor summons a Union Steward or representative, if one is available, and both continue to observe briefly and
- C) If the supervisor is satisfied with the behavior being observed is unsafe, the employee will be asked to immediately meet with the supervisor and the steward for an interview.
- D) The interview will be non-accusatory and is focused on determining whether or not drug or alcohol use appear to be involved in the unusual behavior which has been observed.
- E) If it is concluded by the supervisor that the behavior may be drug or alcohol related, the employee must be transported immediately to an appointed collection site for drug testing. The collection site will have complete instructions for the completion process.
- F) The supervisor will document and sign acknowledging the details of the behavior, the observation and the interview process immediately and that the documentation shall be made available to the employee upon his request within 24 hours or prior to the release of test results.
- G) The employee will not be permitted to return to work until such time as the drug test results are available and negative. If drug test results are negative, the employee will be paid for any lost time.

16b) It must be noted that it is not necessary for the Union Steward to concur with the Utility Dynamics Corp. Supervisor's decision to test. The decision of Utility Dynamics Corp. Is conclusive.

**19) REFUSAL TO BE TESTED**

Refusal to be tested under any of the required testing categories will result in the immediate termination of the employee and the prohibition of future application for employment with Utility Dynamics Corp. Employees who are Local Union members will be reported to their Local Union and disqualified from future referral to Utility Dynamics Corp.

**20) REASONABLE ACCOMMODATION**

An employee who comes forward voluntarily seeking assistance with his issues will be referred to his Local Union, or in the case of a non-union employee, to his insurance carrier, for the purpose of assessment and rehabilitation. During the course of treatment and for a reasonable time period during which the employee is unable to medically requalify and is therefore barred from working in DOT regulated positions, Utility Dynamics Corp. Will make a reasonable attempt to accommodate that employee by placing him in a non-regulated position, if any such position is available.

**21) EMPLOYEES ARE ENCOURAGED TO SEEK ASSISTANCE**

Employees or their spouses or dependents are encouraged to contact the local Union for information and referral to rehabilitation providers. Non-union employees should refer to their insurance manuals for information on coverage for drug and alcohol issues. Employees who seek assistance without first testing positive will be given every reasonable accommodation to assure that there is minimal loss of income and/or job status.

**22) RETURN TO WORK FOLLOWING REHABILITATION**

An employee who is determined to have a current diagnosis of substance abuse may not work in a regulated capacity. Utility Dynamics Corp. will require that all employees who desire to return to work present evidence of assessment and treatment recommendations provided by a licensed chemical dependency specialist. Such assessment and/or treatment is conducted at the sole expense of the employee or his insurance carrier, or as provided by the Local Union.

## 22) RETURN TO WORK FOLLOWING REHABILITATION

An employee who is determined to have a current diagnosis of substance abuse may not work in a regulated capacity. Utility Dynamics Corp. Will require that all employees who desire to return to work present evidence of assessment and treatment recommendations provided by a licensed chemical dependency specialist. Such assessment and/or treatment is conducted at the sole expense of the employee or his insurance carrier, or as provided by the Local Union.

for vacation, sick leave or other earned time, as would be required Illinois statute.

22b) Prior to returning to work the employee must be drug tested and that test must be negative. Upon return, Utility Dynamics Corp. Will maintain contact with the treatment provider to assure on-going compliance with recommended treatment. Any employee returning to work must sign a specific consent allowing for such open communication and reporting. Failure to sign such consent will cause Utility Dynamics Corp. To be unable to obtain information needed to consider that employee medically qualified to return to work.

22c) Further, as a condition of return, the employee will be required to submit, on demand, urine specimens for analysis at a minimum of 6 month intervals for a period of up to 60 months. The number and frequency of such specimens is determined by Utility Dynamics Corp. at its sole discretion. A positive test during or following the monitoring period will result in immediate termination without consideration of future employment. Utility Dynamics Corp. may, at its sole discretion, elect to offer special consideration to any individual who comes forth voluntarily as opposed to those who are detected through the regular testing process.

## Part VI

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## PROCEDURES

### 23) COLLECTION

Utility Dynamics Corp. subscribes to the rules for specimen collection as set forth by HHS and NIDA which protect the privacy and confidentiality of the employee. This protocol allows for the submission of the specimen under closely structured conditions but behind either a closed door or a privacy partition. It must be understood, however, that of the applicant or employee;

2) has been adulterated or altered, or, 3) if the collection is part of a post treatment monitoring program, or, 4) if the applicant or employee has been known or suspected of adulterating previous specimen(s), the applicant or employee may be asked to provide a fresh specimen in the presence of a witness. A witness must be of the same gender as the applicant or employee.

23a) All specimens are collected and processed on a Chain of Custody Document by social security number and accession number to protect confidentiality.

### 24) LABORATORY ASPECTS OF DRUG TESTING

All drug testing is to be conducted by a laboratory certified by NIDA, and will be conducted in two parts: 1) Screening of at least 5 classes of drugs by EMIT-Amphetamines, Benzoyllecognine (Cocaine metabolite), Opiates, PCP, THC (Marijuana metabolites) then if positive, 2) Confirmation by CG/MS. No specimen shall be considered positive until it has been Confirmed at the cut-off levels established by NIDA/HHS.

### 25) REPORTING OF RESULTS

All test results will be reported to the Medical Review Officer, (MRO) who will immediately report negative results to Utility Dynamics Corp. If the specimen is positive, the MRO will attempt to contact the applicant or employee to offer him an opportunity to provide an alternative reason for the positive test. Should the MRO fail to make contact on that attempt, he may contact Utility Dynamics Corp. To ask for assistance in reaching the employee. If the MRO does

not make contact within a period of 5 (five) days, or if the result appears to create immediate safety concerns for employee or Utility Dynamics Corp., the MRO may disclose the results to Utility Dynamics Corp. Prior to speaking with the employee.

25a) Utility Dynamics Corp. Reserves the right to immediately remove an employee from active duty until such time as the MRO is able to make contact and provide a final result. If, when the MRO reaches the applicant or employee, he is able to provide substantiation of legitimate use, the positive result will be reported to the Utility Dynamics Corp. as negative. If no legitimate reason for the positive is found, that positive result shall be provided to Utility Dynamics Corp.

## PART VII

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### RECEIPT AND ACKNOWLEDGMENT

I,-----, hereby acknowledge that I have received a copy of the Drug and Alcohol Policy Statement of Utility Dynamics Corp. And have participated in a training and review program which included the opportunity to ask questions and have those questions answered regarding this policy.

---

Employee Signature

Social Security Number

## PROCEDURES



### DIRECTIONS FOR NEW HIRE AND RECERTIFICATION TESTING

1. Contact the "Clinic" to establish the appointment time for a DOT Certification Physical and DOT/NIDA Drug Screen specimen collection. If you question their understanding, ask for a superior. Note: Incorrect Procedures, exams or tests will not be acceptable to the DOT despite your good intentions.
2. Notify the applicant or employees that he/she will be required to take a DOT certification physical exam and that the submission of a urine specimen for drugs of abuse testing is part of the federal requirements. Give him/her the date and time of the scheduled appointment. OFFER AS LITTLE NOTICE AS IS PRACTICAL---24 Hours is generally acceptable. **REMIND HIM/HER THAT A PHOTO ID IS NECESSARY.**
3. Notify the applicant/employee that he/she should stop at your facility first to obtain the necessary documents and /or collection supplies.
4. Provide the applicant/employee with:
  - a)The collection procedures form.
  - b)A consent form which should be signed and copied prior to leaving your office.
  - c)A requisition for to present to your office.
  - d)The physical form, if applicable.
  - e)The kit/ collection supplies, if applicable.Instruct the applicant/employee to present the entire package to the clinic staff.

## **SPECIMEN COLLECTION PROCEDURE**

### **INSTRUCTION INFORMATION TO THE DONOR**

The collection site must follow standardized procedures which have been set forth by the DOT and HHS when collecting specimens which are to be used to comply with federal drug testing requirements. These procedures are designed to promote confidentiality and privacy for the employee while assuring the integrity of the specimen and the collection process. It is imperative that, for their own protection, applicants and employees fully cooperate with the procedures.

**BRING ALONG A PHOTO ID.** The collection site is not permitted to accept your specimen without it. In rare instances where the employee is unable to produce ID due to injury or the like, personal identification by a high level supervisor may be accepted.

\*Do not prepare for the test by drinking large amounts of fluid. A diluted specimen will not be accepted by the laboratory and can be considered grounds for “witnessing” future specimen collections.

\*Relax. The system has been established in the favor of the employee. You should expect to be allowed privacy and be treated with respect by the collection agent.

\*Upon arrival at the collection site, present a photo ID and inform the receptionist about the company you are working or applying for. Present any documents provided by the company and tell him/her that you have a DOT drug test specimen collected and, if applicable, a DOT physical performed.

\*In an appropriate dressing area, you will be instructed to remove all outer garments and leave those as well as all parcels, briefcases or purses outside the collections area. You may be asked to turn your pockets inside out. You are permitted to carry your wallet.

\*You will be escorted into a preparation area. Access to running water, soap cleaning fluids and the like will be eliminated. You should have no prior access to the collection area.

\*You will be asked to wash and dry your hands well. The collection agent may check your fingernails for remaining soap or other chemicals.

\*The collection agent will place blue dye in the toilet tank, bowl and spray such dye into the sink, if there is one in the collection area.

## **EXCHANGE OF INFORMATION**

The examining physician will forward the specimen and the Chain of Custody copies 1 and 1A (2) to the laboratory. The copy 2 (3) will be sent to the Medical Review Officer (MRO), (if the MRO and the examining physician are not the same person). Copy 3 (4) is provided to the donor for his/her records; copy 4 (5) is retained by the collection site; copy 5 (6) is sent to the employer, and ; copy 6 (7) is used if spit specimen testing is to be performed.

The laboratory will convey results by way of copy 1A (2) to the MRO by electronic means other than telephone with the hard copy following by mail. The laboratory may convey results only to the MRO. Only in circumstances of litigation or grievance or with the informed, written consent of the donor, may the laboratory discuss results or other details of the testing with the employer or any other party.

The MRO will immediately convey negative results to the employer. If the MRO receives a positive result, the MRO must offer the donor the opportunity to refute, challenge or explain reasons for the positive results.

The MRO will make at least one attempt to contact the donor and may leave word with an appropriate party that the donor should return the call but must exercise discretion in so doing. If the call is not returned within a reasonable amount of time, or if the MRO feels that the donor may create potential danger to himself, his coworkers or the public, the MRO may contact the employer and recommend temporary suspension until such time as the donor has contacted the MRO or formally declined to discuss the result with the MRO. When the MRO makes contact with the donor, the MRO shall disclose the result of the test and request any information which may offer an alternative explanation for the result, such as prescribed medication, recent treatment by a medical profession or the like. The MRO will then investigate and verify any such explanation with the donor's personal physician, pharmacist or other treatment professional as per the MRO. A series of questions, a physical examination and a thorough medical review should be expected in these rare instances.

The MRO declares the positive finding upheld if no information is provided which would support an alternative to the positive test and that report is conveyed to the employer.

If any finding causes the MRO to question the validity or veracity of the positive result, it

shall be reported as negative to the employer.

The employer will maintain the statement of the MRO along with the Employer copy of the Chain of Custody and a copy of the physical examination report in the donor's permanent file for review and inspection, on demand, by the DOT.

## **THE NEGATIVE EFFECTS OF SUBSTANCE ABUSE**

## RETENTION TIMES OF DRUGS IN URINE

<u>DRUG</u>	<u>APPROXIMATE RETENTION TIME</u>
Alcohol/Ethanol (Blood/Breath) (metabolized at the rate of 2/3 drink per hour)	
Amphetamines	2-3 Days
Barbiturates	
Long Acting (e.g. phenobarbital)	1-3 Weeks
Short Acting (e.g. secobarbital)	2-3 Days
Benzodiazepines	1-2 Weeks
Cocaine (Crack)	2-3 Days
Marijuana (THC) (times are only approximations)	
Infrequent smoker	4-5 Days
Moderate smoker	Days-Weeks
Chronic smoker	Weeks
Opiates	2-3 Days
Phencyclidine (PCP, Angel Dust)	1-7 Days Chronic use may be up to 30 days

NOTE:

Interpretation of retention time must take into account variability of urine specimens; drug metabolism and half-life; patient's physical condition; fluid intake; and method and frequency of ingestion.

## **THESE ARE GENERAL GUIDELINES ONLY**

### **DEPENDENCY-----THE DISEASE**

**DISEASE:** Chemical dependency (alcoholism and/or drug addiction) is a disease. A disease has its known symptoms and is describable.

- \* **PRIMARY DISEASE:** It is not a secondary symptom of something else.
- \* **PROGRESSIVE DISEASE:** It gets progressively worse. The victim becomes physically, spiritually, emotionally and psychologically ill.
- \* **CHRONIC DISEASE:** There is no cure. Recovery from the disease must be based on abstinence from mood-altering chemicals.
- \* **FATAL DISEASE:** The disease can only be arrested. If it is not arrested, the person will die from it.

## **PROGRESSION OF THE DISEASE**

### **PHASE #1----LEARNING THE MOOD SWING (AUTONOMIC LEARNING**

- \* Learns that chemicals can provide a temporary mood swing in the direction of euphoria.
- \* Learns that chemical will provide this positive mood swing every time they are used.
- \* Learns to trust the chemical and its effects.
  
- \* Learns to control the degree of the mood swing by regulating the quantity of chemical intake.

### **PHASE #2---SEEKING THE MOOD SWING**

- \* Applies what we learned in Phase #1 to his/her social, cultural and life situation.
- \* Uses the chemical; at appropriate times and places.
- \* Develops self-imposed rules about the use of the chemical and adheres to them,

- e.g., "I Don't drink until after 5 o'clock"
- \* May suffer from physical pain (hangover) for an occasional overuse of the chemical but no emotional pain.
  - \* Continues ability to control the times, quantities and outcome of all chemical experiences.
  - \* Social users remain in this phase. Victims of chemical dependency progress to Phase #3
- using

## **ALCOHOL**

### **IDENTIFICATION**

Alcohol is a drug which acts like a sedative to depress the central nervous system. The kind of alcohol in alcoholic beverages is ethyl alcohol, a colorless, inflammable liquid. Social drinking is considered the light to moderate drinking that people do for social reasons, i.e., relaxation, enhancement of social interaction, celebrations, peer pressure. Alcoholism is a condition which is evidenced by a drinker's consistent inability to stop drinking when he has had enough.

### **HISTORY**

The use of alcohol in America dates back to pre-Colonial times, when drinking in moderation was generally accepted. During the 1800's however, the industrial revolution witnessed an era of increased consumption. As a result, people began to regard drinking as a social problem. This negative attitude resulted in the Prohibition Act of 1920. Although alcohol is no longer looked down upon, its abuse is still considered a major societal problem.

### **CONSUMPTION**

Alcohol is consumed in beverage form in varying strengths: Beer 4%, wine 12%, whiskey, up to 50%.

### **EFFECTS**

#### **Physical**

- \* Alcohol has a tranquilizing effect on most people, although it may act as a stimulant on others.
- \* Aggression
- \* Dizziness
- \* DT's (delirium tremors)
- \* Dulled sensations
- \* Flushing
- \* Liver damage
- \* Loss of body heat
- \* Impaired muscular coordination
- \* Nausea
- \* Slurred speech

- \* Talkativeness

#### Psychological

- \* Dependency
- \* Escape
- \* Impaired judgement
- \* Loss of concentration

### **OBSERVABLE BEHAVIOR**

- \* Aggression
- \* Alcohol on breath
- \* Bloodshot eyes
- \* Dizziness
- \* Impaired coordination
- \* Slurred speech
- \* Staggering
- \* Vomiting

### **TERMINOLOGY**

	<b>AA</b>	Self-help group for alcoholics
	<b>(ALCOHOLICS ANONYMOUS)</b>	
	<b>Dts</b>	Most severe form of withdrawal alcohol
from	<b>(DELIRIUM TREMORS)</b>	
	<b>INTOXICATION</b>	Under the influence of alcohol or drugs
	<b>TEETOTALER</b>	One who abstains from drinking alcohol
	<b>TINCTURE</b>	Solution of drug and alcohol
		combined
	<b>WITHDRAWAL</b>	Abstinenecy which causes symptoms Tremors, nausea, hallucinations, etc.



## **AMPHETAMINES**

### **IDENTIFICATION**

Amphetamines include three closely related drugs - amphetamine, dextroamphetamine, and methamphetamine. They act as synthetic adrenaline, create a euphoric state and energize the central nervous system.

### **COMMON NAMES**

Speed, White crosses, Uppers, Dexies, Bennies, Crystal

### **HISTORY**

Amphetamine was first used clinically in the mid-1930's to treat narcolepsy, a rare disorder resulting in an uncontrollable tendency to sleep. After the introduction of amphetamines into medical practice, the number of conditions for which they were prescribed multiplied, did the quantities made available.

### **CONSUMPTION**

Amphetamines are generally consumed as an inhalant (which is available over the counter), orally in the form of pills, or injected directly into the bloodstream.

### **EFFECTS**

#### **Physical**

- \* Increased heart and breathing rate
- \* Increased blood pressure
- \* Dilated pupils
- \* Decreased appetite
- \* Dryness in the mouth
- \* Sweating
- \* Headaches
- \* Blurred vision
- \* Dizziness
- \* Sleeplessness
- \* Anxiety

## Psychological

- \* Depression
- \* Psychosis: seeing, hearing, and feeling things that do not exist.
- \* Irrational thoughts and beliefs.

## **OBSERVABLE BEHAVIOR**

- \* Restlessness
- \* Anxiousness
- \* Very talkative
- \* A false sense of self-confidence and power
- \* Bizarre or violent behavior

# **COCAINE**

## **IDENTIFICATION**

Cocaine is a drug that stimulates the central nervous system. It is extracted from the leaves of the coca plant.

## **COMMON NAMES**

Blow, coke, flake, nose candy, snow, Peruvian, Colombian, base.

## **HISTORY**

In the sixteenth century, the Incas of South America regularly chewed the coca leaf because it produced euphoria and the ability to work at an incredible pace. Spanish conquistadors took the drug source (a shrub) from the Incas and introduced the coca leaf to other parts of the world. Sigmund Freud further perpetuated the use of cocaine when he published a paper praising its effects. Cocaine was used medically as a cure for alcohol and morphine addiction. Today, proponents of cocaine consider it as the champaign of drugs. Ironically, however, the true medical danger of the drug is its ability to produce psychological and physical addiction.

## **CONSUMPTION**

Cocaine is a crystalline structure resembling snowflakes. It comes in three forms: rock, flake and powder. One form of consumption is to snort cocaine through the nose. Used this way, the stimulant are fast, intense, and longer lasting. A faster acting method of consumption is to inject cocaine. A form of cocaine called freebase or "Crack" may be smoked in pipes. Freebase is the most toxic and addictive form of the drug and enters the bloodstream even faster than intravenous injection.

## **EFFECTS**

### **Physical**

- \* Cold sweats
- \* Coma
- \* Convulsions
- \* Dilated pupils
- \* Headache

- \* Increased pulse rate
- \* Insomnia
- \* Loss of appetite
- \* Nausea
- \* Nose bleeds
- \* Talkativeness

#### Psychological

- \* Anxiety

# **MARIJUANA**

## **IDENTIFICATION**

Marijuana comes from the Indian hemp plant, cannabis sativa. The main mind-altering ingredient is THC (Tetrahydrocannabinol). A marijuana cigarette is made from the dried particles of the cannabis plant.

## **COMMON NAMES**

Dope, grass, gold, hash oil, hay, herb, hooch, indica, J., Maryjane, Magi, pot, skunk, weed, sativa, smoke, Thai sticks, weed, sinse, sinsemilla, Colombian, joint, number.

## **HISTORY**

As far back as 2737 B.C., the Chinese used the cannabis plant for medicinal purposes. However the writings of Marco Polo indicated that it was used for its psychoactive properties as well. In the sixteenth century, marijuana was introduced into the New World by the Spaniards. Prior to the 1920s in the United States, recreational use of pot was limited; however, popular use of grass increased during the sixties and seventies. Although less popular today than twenty years ago, marijuana use still triggers both abuse and controversy.

## **CONSUMPTION**

Marijuana is usually smoked in homemade cigarettes, called joints, or in pipes. It can also be eaten alone or used as an ingredient in food dishes.

## **EFFECTS**

### Physical

- \* Anxiety
- \* Bloodshot eyes
- \* Dependence
- \* Dryness in the mouth and throat
- \* Impaired muscular coordination
- \* Increased heart rate
- \* Lowering of body temperature

### Psychological

- \* Affected perceptual ability

- \* Altered sense of time
- \* Euphoria
- \* Impaired short-term memory
- \* Reduced ability to concentrate on tasks

### **OBSERVABLE BEHAVIOR**

- \* Burnout (exhaustion/irritability)
- \* Intensified concentration on surroundings
- \* Obsession for food when smoking
- \* Reduced reactions
- \* Ridiculous, giggly conversation
- \* Murine and Visine use

### **TERMINOLOGY**

Brick	Kilo of marijuana compressed in brick form
Blast	To smoke marijuana
Burnout	Characteristics of prolonged use
Crutch	Roach holder
Dime bag	1/4 to 1/2 ounce (ten dollar bag)
Grasshopper	Marijuana user
Hash	Potent form of marijuana
Hash oil	Most potent cannabis by-product
Head shop	Store which sells drug paraphernalia
Hit	Inhalation from joint, same as "Toke"
Joint	Marijuana cigarette
Lid	Less than an ounce
Nickel bags	Five dollar bags
Paraphernalia	Items used in smoking
Pot	Marijuana
Roach	A short joint
Roach clip	Item used to hold a roach
Stash	A place To hide drugs
Toke	Inhalation from joint

## **OPIATES**

### **IDENTIFICATION**

Opiates are drugs derived from opium which include morphine, codeine, and heroin. These drugs relieve pain and often induce sleep.

### **COMMON NAMES**

Jun, Smack

### **HISTORY**

Opiates come from a resin taken from the seed pod of the Asian poppy. They are used medically to relieve pain.

### **CONSUMPTION**

Opium appears as dark brown chunks or as a powder and is usually smoked or eaten. Heroin can be a white or brownish powder which is usually dissolved in water and then injected. Most street preparations of heroin are diluted or "cut" with other substances such as sugar or quinine. Other opiates come in a variety of forms including capsules, tablets, syrups, solutions, and suppositories.

### **EFFECTS**

#### Physical

- \* Restlessness
- \* Sweating
- \* Runny nose
- \* Abdominal cramps
- \* Chills
- \* Nausea
- \* Bluish, cold and moist skin

#### Psychological

- \* Euphoria
- \* Personality disturbances
- \* Apathy
- \* Irritability

## **OBSERVABLE BEHAVIOR**

- \* Vomiting
- \* Sneezing
- \* Tremors
- \* Yawning
- \* Running nose and eyes

## **PHENCYCLIDINE**

## **IDENTIFICATION**

PCP affects a person's perceptions, sensations, thinking, self-awareness, and emotions. Because of its ability to deaden pain, persons on PCP fail to react to painful stimuli often becoming violent and failing to curb such violence, whether inflicted on self or others.

## **COMMON NAMES**

Angel Dust

## **HISTORY**

PCP was first developed as an anesthetic in the 1950s. However it was taken off the market because it sometimes caused hallucinations.

## **CONSUMPTION**

PCP is available in a number of form. It can be a pure, white crystal-like powder, or a tablet or capsule. It can be swallowed, smoked, sniffed or injected. PCP is sometimes sprinkled on marijuana or parsley and smoked.

## **EFFECTS**

### Physical

- \* Increased heart rate
- \* Flushing
- \* Sweating
- \* Dizziness
- \* Numbness
- \* Drowsiness
- \* Convulsions Coma

### Psychological

- \* Poor concentration and judgement
- \* Poor memory
- \* Paranoia
- \* Aggression
- \* Withdrawal



- \* Mental disturbance
- \* Disturbance of thought processes

### **OBSERVABLE BEHAVIOR**

- \* Violent or bizarre behavior
- \* Aggression
- \* Withdrawal

### **WORKPLACE BEHAVIOR FROM DRUGS**

#### **1. ALCOHOL**

- \* Speech--thick, slurred, loud
- \* Flushed face
- \* General appearance---dishevelment, dirtiness, unkemptness
- \* Appearance of eyes---red, watery, heavy lids, fixed pupils
- \* Breath---foul, distinctive odor of various intoxicants
- \* Gait---walking unsteadily, deliberately and overly careful, swaying, weaving, stooped
- \* Behavior---excessive silliness or boisterousness

#### **2. NARCOTICS (HEROIN, MORPHINE)**

- \* Lethargy, drowsiness, and tendency to go “on the nod”, falling asleep and then awakening
- \* Red, watering eyes; pupils fixed and constricted
- \* Loss of appetite; generally poor physical condition
- \* Scars (needle tracks) on back of hands and arms; may wear long sleeves to cover scars
- \* Nausea, vomiting, and muscular twitching resulting from withdrawal
- \* Syringes, needles, or other evidence of injectables left in a locker or desk

#### **3. SEDATIVES AND DEPRESSANTS**

- \* Dozing, lack of concentration, and slurred speech

#### **4. STIMULANTS ( AMPHETAMINES, COCAINE)**

- \* Excessive activity and nervousness; extremely talkative and emotionally expressive

- \* Dilated pupils; mouth and nose dry and irritated; sore throat, nose bleeds
- \* Lack of interest in personal health and hygiene; long periods without eating or sleeping
- \* Impatience and irritability
- \* Sinus problems; runny nose, headaches
- \* Trembling and convulsions; nausea or vomiting
- \* Continual licking of lips, grinding of teeth, sniffing, or nose rubbing

## **5. HALLUCINOGENS(MARIJUANA, LSD, MESCALINE)**

- \* Changes in mood-LSD user's mood may vary from trancelike state to feeling of fear and terror; may experience nausea, chills, flushes, irregular breathing, trembling of hands.
- \* Use of marijuana is difficult to detect --- user may be talkative or sleepy as drug takes effect. Depth and time perception may be distorted, making driving and work with machinery dangerous. May have difficulty maintaining a track during conversation.
- \* Aroma and other circumstances surrounding actual use should be considered.

## **6. PERFORMANCE INDICATORS**

In addition to the physical symptoms often displayed, an employee who is misusing drugs may exhibit certain behaviors that can lead to problems on the job. Among these are:

- \* Unreported absences
- \* Late arrivals
- \* Poor or erratic work performance
- \* Decreased productivity
- \* Increased involvement in workplace accidents
- \* Poor relations with co-workers
- \* Increased requests for time off or early dismissal from work
- \* Difficulty in learning new tasks
- \* Mood swings
- \* Leaving the worksite for extended or inappropriate times
- \* Increased use of sick benefits.

## **Rehabilitation Alternatives**

## REHABILITATION ALTERNATIVES

When you, an associate or a family member discover that alcohol or drugs are beginning to have any negative impact on life, a consultation should take place immediately. There are many excellent treatment professionals in your area. We have selected a few.

As you make a selection, be aware that rehabilitation can be offered on numerous levels:

1) Self-help:

The least restrictive is designed primarily for support or aftercare, however, some chemically dependent persons who are highly motivated toward becoming chemical free and are not physiologically at risk, may find this an appropriate level. Samples of Self-help include Alcoholics Anonymous.

2) Out patient (OP):

Also considered relatively unrestrictive though more so than Self-help, out-patient generally includes individual, group and often family therapy. This is an organized program which usually spans twelve weeks with sessions at least one night per week and the expectations that the person will participate in self-help the other days of the week.

3) Intensive Outpatient (IOP):

IOP is designed for the person who is capable of continuing his or her outside activities while participating in a highly structured rehabilitation environment.

IOP is generally conducted five days or evenings per week and will extend over an eight to twelve week period from which the person is expected to continue with both OP and Self-help. Most centers will require that a Self-help meeting be attended each day the person is not in active IOP.

4) In-patient (Residential):

This is the most restrictive program. It is designed for persons who need to separate themselves from their outside environment while they deal with their personal issues. It is highly structured and commands enormous involvement and commitment on the part of the chemically addicted person. IP is almost

always followed by OP and Self-help.

It is necessary to first participate in an evaluation of "Assessment" by a Chemical Dependency Counselor, Psychiatrist to other treatment professional. He or she will recommend the best course of treatment for the chemically addicted person. Further, insurance, financial, work and family considerations will be explored, all of which may influence the recommendations of the treatment professional.

# UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE  
OSWEGO, ILLINOIS 60543  
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PHONE:  
(630) 554-1722  
FAX (630) 554-1195

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

## Company Safety and Health Policy

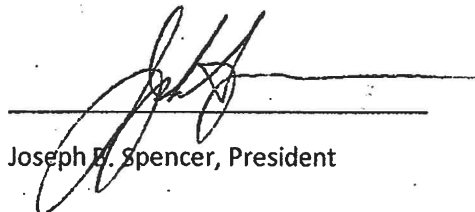
**Company policy:** It is the policy of this company to ensure a safe, healthful workplace for all its employees. Injury and illness losses from incidents are costly and preventable. This company will employ an effective accident and illness prevention program that involves all its employees in the effort to eliminate workplace hazards.

**Management:** Management is accountable for preventing workplace incidents, injuries and illnesses. Management will provide top-level support of safety program initiatives. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety and health hazards, and it will regularly review the company safety and health program.

**Supervision:** Supervisors are responsible for supervising and training workers in safe work practices. Supervisors must enforce company safety rules and work to eliminate hazardous conditions. Supervisors shall lead safety efforts by example.

**Safety Committee:** The safety committee includes employer and employee representatives who are responsible for recommending safety and health improvements in the workplace. The committee is also responsible for identifying hazards and unsafe work practices, removing obstacles to incident prevention and helping the company evaluate the accident and illness prevention program.

**Employees:** All employees are expected and encouraged to participate in safety and health program activities including the following: reporting hazards, unsafe work practices and accidents immediately to their supervisors or a safety committee representative; wearing required personal protective equipment; and participating in and supporting safety committee activities.



Joseph E. Spencer, President

**License No. 20-00013179**

**Control No. 0011872**

# CITY OF ELGIN

**ELECTRICAL CONTRACTOR**

*To*

**RECKAMP, MARK**

**RECKAMP, MARK  
23 COMMERCE DR**

**OSWEGO IL 60543-9305**

**Issue date:** December 13, 2019

**Expiration date:** December 31, 2020

STATE OF ILLINOIS       )  
COUNTY OF COOK       )     SS  
COUNTY OF WILL       )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-089, "**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND UTILITY DYNAMICS CORP. FOR SITE AND BUILDING IMPROVEMENTS AT 174TH STREET AND 67TH COURT,**" which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 15<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK