
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2021-R-115

**A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND GORDIAN/ROBE, INC. FOR EMERGENCY ALERTING SIREN REPLACEMENT
- 171ST STREET & 80TH AVENUE**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

RESOLUTION NO. 2021-R-115

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND GORDIAN/ROBE, INC. FOR EMERGENCY ALERTING SIREN REPLACEMENT - 171ST STREET & 80TH AVENUE

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 Gordian/Robe Inc., a true and correct copy of such Contract 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**.

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.

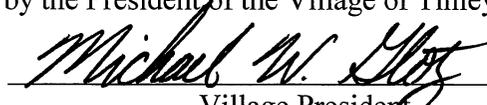
ADOPTED this 7th day of December, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT:None

APPROVED this 7th day of December, 2021, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1

GORDIAN/ROBE, INC. FOR EMERGENCY

ALERTING SIREN REPLACEMENT

- 171ST STREET & 80TH AVENUE

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. 2021-R-115“**A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND GORDIAN/ROBE, INC. FOR EMERGENCY ALERTING SIREN REPLACEMENT - 171ST STREET & 80TH AVENUE,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 7, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of December, 2021.



VILLAGE CLERK

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 **Robe, Inc** (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 **Thirty Seven Thousand, Eight Hundred Eighty One and 14/100 Dollars (37,881.14)**. 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:
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 waiver 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

Affidavit of Compliance

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *Responsible Bidder Requirements on Public Work Projects*. Contractor must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. All subcontractors' Affidavits and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Paul Mulvey, as President, and on behalf
(Name) (Title)
of Robe, Inc having been duly sworn under oath certifies that:
(Contractor)

Business Organization

The form of business organization of the Contractor is (check one):

Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

ILLINOIS

Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: _____

Federal Employer I.D. #: 36-4472206

Social Security # (if an individual or sole proprietor): _____

Registered with Illinois Department of Revenue: Yes No

Describe supporting documentation attached (if "No," explain): _____

Registered with Illinois Department of Employment Security: Yes No

Describe supporting documentation attached (if "No," explain): _____

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years Yes No

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution:

EOE Compliance

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions). Yes No

Employee Classification

Contractor's employees who will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances (Form B). N/A Yes No

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work: Yes No

License	Number	Date Issued	Current Expiration	Holder of License

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

Documentation Attached (Contractor must initial next to each item):

_____ Form A: Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.

NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

_____ Form B: List of individuals who will perform work on the project on behalf of the Contractor, verifying that each individual is properly classified as an employee or independent contractor. Contractor also verifies that all Contractor's employees are covered under a current workers' compensation policy, properly classified under the workers' compensation policy, and covered by a health and welfare and retirement plan.

_____ Form C Additional Information (if required)

_____ Certificate of Good Standing
(or other evidence of compliance with laws pre-requisite to doing business in the state)

_____ Illinois Department of Revenue registration

_____ Illinois Department of Employment Security registration

_____ Standards of Apprenticeship/Apprentice Agreements

_____ Substance Abuse Prevention program (or applicable provision from CBA in effect)

_____ Written Safety Policy Statement signed by company representative

_____ OSHA cards evidencing 10-hour or greater safety program completed, if requested

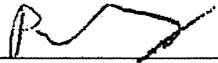
_____ Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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.

Robe, Inc
Name of Contractor (please print)

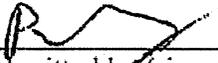

Submitted by (signature)

President
Title

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.

Robe, Inc
Name of Contractor (please print)


Submitted by (signature)

President
Title

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.

Robe, Inc
Name of Contractor (please print)

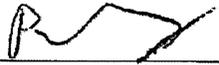

Submitted by (signature)

President
Title

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.

Robe, Inc
Name of Contractor (please print)


Submitted by (signature)

President
Title

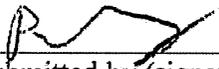
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

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)

Robe, Inc
Name of Contractor (please print)


Submitted by (signature)

President
Title

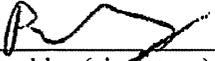
Certificate of Compliance with Prevailing Wage Requirements

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.

Robe, Inc
Name of Contractor (please print)


Submitted by (signature)

President
Title

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

Robe, Inc
Name of Contractor (please print)


Submitted by (signature)

President
Title

[Signature Page to Follow]

Robe, Inc

BY: _____

Date

Printed Name: _____

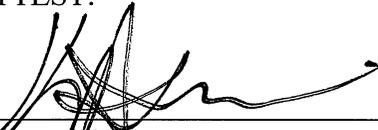
Title: _____

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz
Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

December 7, 2021
Date

ATTEST:


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

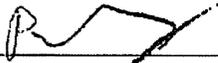
December 7, 2021
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

Robe, Inc

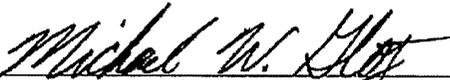
BY: 

12-9-21
Date

Printed Name: Paul Mulvey

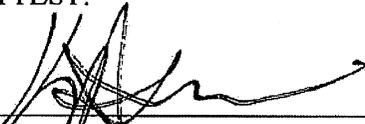
Title: President

VILLAGE OF TINLEY PARK

BY: 
Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

December 7, 2021
Date

ATTEST:


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

December 7, 2021
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for the Emergency Alerting Siren 171st & 80th Ave, Replacement as detailed in:

- **Village of Tinley Park – Siren Install (Work order #: 094160.00)**

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

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

NOTEPAD:

HOLDER CODE **VOTINLE**
INSURED'S NAME **Robe, Inc.**

ROBEI-2
OP ID: CBE

PAGE 2
Date **12/09/2021**

Additional Insureds on a primary non-contributory basis including completed operations as respects General Liability & Auto Liability. Waiver of Subrogation in favor of the Additional Insureds as respects Auto Liability, & Workers Compensation, all the foregoing as required by a written & signed contract. Umbrella follows standard forms.

The Village of Tinley Park



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

ROBE, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 09, 2001, 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.



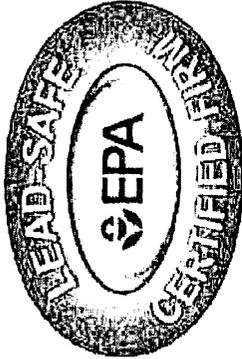
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 27TH day of JANUARY A.D. 2021 .

Jesse White

SECRETARY OF STATE

United States Environmental Protection Agency

This is to certify that



Robe, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires June 28, 2025

NAT-35634-3

Certification #

December 04, 2019

Issued On

A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

CERTIFICATE OF ACHIEVEMENT

Illinois Department of Public Health

In recognition of successfully completing the
Illinois Swimming Facility Prequalification Training Class

Paul Mulvey of Robe, Inc.
is prequalified as an

Illinois Swimming Facility Contractor
And Earned 3 Professional Development Hours on

Training Completion Date: 6/23/23

Expiration Date: 6/23/23

ID#135-0026



Chief, Division of Environmental Health



Swimming Facility Program Manager

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

ROBE INC
6150 N. NORTHWEST HWY.
CHICAGO IL 60631

LICENSE CLASS: (C) \$5,000,000 PROJECT CEILING



LICENSE NUMBER: TGC041014

CERTIFICATE NUMBER : GC041014-18

FEE: \$ 750

DATE ISSUED: 08/11/2021

DATE EXPIRES: 09/24/2022

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Handwritten signature of Lori E Lightfoot.

Lori E Lightfoot
Mayor

Handwritten signature of Matthew Beaudet.

Matthew Beaudet
Commissioner



Associated
Builders and
Contractors

CERTIFICATE OF MEMBERSHIP

THIS IS TO PROUDLY
CERTIFY THAT

Robe, Inc.

IS A MEMBER IN GOOD STANDING OF ASSOCIATED
BUILDERS & CONTRACTORS, INC. - ILLINOIS CHAPTER
FOR THE YEAR OF 2021

Alicia Martin

PRESIDENT

600 S. SECOND, SUITE 403
SPRINGFIELD, IL 62704
(217) 523-4692

2458 ELMHURST ROAD
ELK GROVE VILLAGE, IL 60007
(847) 709-2960

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Associated Builders & Contractors of Illinois, Inc.
Elk Grove Village, Illinois

For the Trades - Carpenter, Electrician, Operating Engineer, Painter
Pipefitter, Plumber, Welder, Cement Mason, Roofer, Construction Craft Laborer
Heating & Air Conditioning Mechanic & Installer, Ironworker and Boilermaker

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

February 22, 1989

Date Revised June 11, 2019

IL008890010

Registration No.



Jan V. Lull

Administrator, Office of Apprenticeship

ROBE INC. SUBSTANCE ABUSE PROGRAM

Sec. 10. Substance abuse prohibited. No employee may use, possess, distribute, deliver, or be under the influence of a drug, or use or be under the influence of alcohol, while performing work on a public works project. An employee is considered to be under the influence of alcohol for purposes of this Act if the alcohol concentration in his or her blood or breath at the time alleged as shown by analysis of the employee's blood or breath is at or above 0:02.

(1) Before Robe, Inc. commences work on a public works project, Robe, Inc. have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public; for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

- (A) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for Robe, Inc. where a urine test is sufficient.
- (B) A Prohibition against the actions or conditions specified in Section 10

(C) A requirement that employees performing work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.

(D) A procedure for notifying an employee who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified.

(2) Reasonable suspicion testing. An employee whose supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or a drug is subject to discipline up to and including suspension, and be required to undergo an alcohol or drug test. "Reasonable suspicion" means a belief, based on behavioral observations or other evidence, sufficient to lead a prudent or reasonable person to suspect an employee is under the influence and exhibits slurred speech, erratic behavior, decreased motor skills, or other such traits. Circumstances, both physical and psychological, shall be

given consideration. Whenever possible before an employee is required to submit to testing based on reasonable suspicion, the employee shall be observed by more than one supervisory or managerial employee. It is encouraged that observation of an employee should be performed by a supervisory or managerial employee who has successfully completed a certified training program to recognize drug and alcohol abuse. The employer who is requiring an employee to be tested based upon reasonable suspicion shall provide transportation for the employee to the testing facility and may send a representative to accompany the employee to the testing facility. Under no circumstances may an employee thought to be under the influence of alcohol or a drug be allowed to operate a vehicle or other equipment for any purpose. The employee shall be removed from the job site and placed on inactive status pending the employer's receipt of notice of the test results. The employee shall have the right to request a representative or designee to be present at the time he or she is directed to provide a specimen for testing based upon reasonable suspicion. If the test result is positive for drugs or alcohol, the employee shall be subject to termination. The employer shall pay all costs related to this testing. If the test result is negative, the employee shall be placed on active status and shall be put back to work by the employer. The employee shall be paid for all lost time to include all time needed to complete the drug or alcohol test and any and all overtime according to the employee's contract.

(3) Robe, Inc is responsible for the cost of developing, implementing, and enforcing its substance abuse prevention program, including the cost of drug and alcohol testing of its employees under the program, except when these costs are covered under provisions in a collective bargaining agreement. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. The contracting agency is not responsible for that cost, for the cost of any medical review of a test result, or for any rehabilitation provided to an employee.

Sec. 20. Employee access to project.

(1) Robe, Inc may not permit an employee who violates Section 10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program under Section 15 to perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B). Robe, Inc shall immediately remove an employee from work on a public works project if any of the following occurs:

- (A) The employee violates Section 10, tests positive for the presence of a drug in his or her system, or refuses to submit to drug or alcohol testing as required under the employer's substance abuse prevention program.
- (B) An officer or employee of the contracting agency, preferably one trained to recognize drug and alcohol abuse, has a reasonable suspicion that the employee is in violation of Section 10 and requests the employer to immediately remove the employee from work on the public works project for reasonable suspicion testing.

(2) An employee who is barred or removed from work on a public works project under subsection (1) may commence or return to work on the public works project upon his or her employer providing to the contracting agency documentation showing all of the following:

- (A) That the employee has tested negative for the presence of drugs in his or her system and is not under the influence of alcohol as described in Section 10.
 - (B) That the employee has been approved to commence or return to work on the public works project in accordance with Robe, Inc's substance abuse prevention program.
 - (C) Testing for the presence of drugs or alcohol in an employee's system and the handling of test specimens was conducted in accordance with guidelines for laboratory testing procedures and chain-of-custody procedures established by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.
- (3) Upon successfully completing a rehabilitation program, an employee shall be reinstated to his or her former employment status if work for which he or she is qualified exists.

Safety Program

Robe Inc.

01/10/2021



Paul Maloney
President
Robe, Inc

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