
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION NO. 2022-R-050

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND AUSTIN TYLER CONSTRUCTION FOR DOROTHY LN. & IRONWOOD DR.
WATER MAIN REPLACEMENT**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, 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. 2022-R-050

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND AUSTIN TYLER CONSTRUCTION FOR DOROTHY LN. & IRONWOOD DR. WATER
MAIN REPLACEMENT**

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 Austin Tyler Construction, 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 17th day of May, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brennan, Galante, Mahoney, mueller, Sullivan

NAYS: None

ABSENT: Brady

APPROVED this 17th day of May, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

DOROTHY LN. & IRONWOOD DR. WATER MAIN

REPLACEMENT

AUSTIN TYLER CONSTRUCTION

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 **Austin Tyler Construction** (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 **One Million Three Hundred Fifty Three Thousand Three Hundred Fifty Three and 40/100 Dollars (\$1,353,353.40)**. 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 Gary S. Schumal, as President and on behalf
(Name) (Title)
of Austin Tyler Construction, 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 3/17/2013

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

Describe supporting documentation attached: EXHIBIT A

Federal Employer I.D. #: 38-3900388

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

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

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

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

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

Tax liens or tax delinquencies

Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor of any officers of the contractor in the last five (5) years

Yes ☐

No ☒

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

N/A

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
PLUMBING	055-042973		9/30/2022	JANICE TAYLOR

EXHIBIT C

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 **EXHIBIT A**
(or other evidence of compliance with laws pre-requisite to doing business in the state)

☒ Illinois Department of Revenue registration **EXHIBIT A**

☒ Illinois Department of Employment Security registration **EXHIBIT B**

☒ Standards of Apprenticeship/Apprentice Agreements **ATTACHMENT E**

☒ Substance Abuse Prevention program (or applicable provision from CBA in effect) **EXHIBIT F**

☒ Written Safety Policy Statement signed by company representative **EXHIBIT G**

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

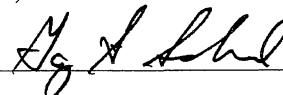
☒ Workers' Compensation Coverage **EXHIBIT D**

☒ Professional or Trade Licenses **EXHIBIT C**

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.

Austin Tyler Construction, Inc



Name of Contractor (please print)

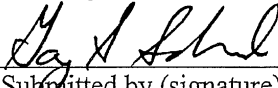
Submitted by (signature)

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.

Austin Tyler Construction, Inc
Name of Contractor (please print)

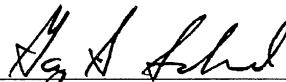

Submitted by (signature)

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.

Austin Tyler Construction, Inc
Name of Contractor (please print)

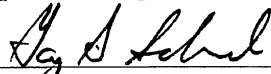

Submitted by (signature)

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.

Austin Tyler Construction, Inc
Name of Contractor (please print)


Submitted by (signature)

President
Title

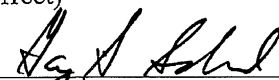
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

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)

Austin Tyler Construction, 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.

Austin Tyler Construction, Inc

Name of Contractor (please print)



Submitted by (signature)

President

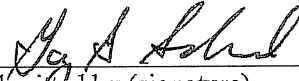
Title

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

Austin Tyler Construction, Inc

Name of Contractor (please print)



Submitted by (signature)

President

Title

[Signature Page to Follow]

Austin Tyler Construction, Inc

CONTRACTOR NAME

BY: G. S. Schumal

May 10, 2022
Date

Printed Name: Gary S. Schumal

Title: President

VILLAGE OF TINLEY PARK

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

May 17, 2022
Date

ATTEST:

Nanette D'Coner
Village Clerk
(required if Contract is \$20,000 or more)

May 17, 2022
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

DOROTHY LANE AND IRONWOOD DRIVE WATER MAIN REPLACEMENT

This work consists of installing 8-inch diameter ductile iron water main, water valves, fire hydrants, storm sewer removal and replacement, sanitary sewer removal and replacement, water service replacement, pavement patching, curb and gutter removal and replacement, landscape restoration, and all incidental and collateral work necessary to complete the improvement as shown and described herein.

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors who will Perform Work on the Project

[illegible]

~~A~~ See ATTACHED ~~A~~
of Employee List
Form B

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.

Name	E/I	Trade	WC - Y/N	County of residence

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
CITY OF JOLIET GARNSEY PARK PH1 WATER MAIN 2021	TIM CARTER (708) 478-2090	1,603,604 ORIGINAL 1,464,903 FINAL	ALLIED LANDSCAPE MARKET STRIPING
Village of Downers Grove Highway 41st DRAINAGE 2021	JIM TUCK (630) 434-2453	965,555 ORIGINAL 899,249 FINAL	ALLIED LANDSCAPE MARKET STRIPING DRIVE ON FENCE
CITY OF JOLIET FOREST PARK PH2 WATER MAIN 2021	TIM CARTER (708) 478-2090	1,489,134 ORIGINAL 1,407,100 FINAL	ALLIED LANDSCAPE MARKET STRIPING HUMAN TREE
CITY OF LOCKPORT 2ND-5TH W.M. + ROADWAY 2020	DAN HANSEN (815) 838-0549	4,991,284 ORIGINAL 4,777,987 FINAL	CENTRAL BOON SEASONAL LANDSCAPE HUMAN TREE TRAFFIC CONTROL
CITY OF JOLIET PRINCE ST. ROADWAY 2020	DAVID ORTIZ (815) 724-4220	295,720 ORIGINAL 256,997 FINAL	SEASONAL LANDSCAPE HUMAN TREE
Village of New Lenox Forest & Wood W.M. 2020	WILL NASH (815) 462-6400	4,063,085 ORIGINAL 961,273 FINAL	SEASONAL LANDSCAPE HUMAN TREE
CITY OF JOLIET BELMONT INTERCEPTOR 2019	DAN DAN (815) 724-4220	2,984,656 ORIGINAL 2,849,827 FINAL	HUMAN TREE SEASONAL LANDSCAPE CENTRAL BOON AIRWAY INC
Village of Tinley Park North Street Impro 2019		1,182,687 ORIGINAL 1,133,668 FINAL	ALLIED LANDSCAPE VAN MARK ELECTRIC LPS PAVEMENT TRAFFIC CONTROL HUMAN TREE
CITY OF LOCKPORT DIVISION ST. W.M. 2019	DAN HANSEN (815) 838-0549	1,938,959 ORIGINAL 1,950,951 FINAL	MARKET STRIPING VAN MARK ELECTRIC SEASONAL LANDSCAPE TRAFFIC CONTROL

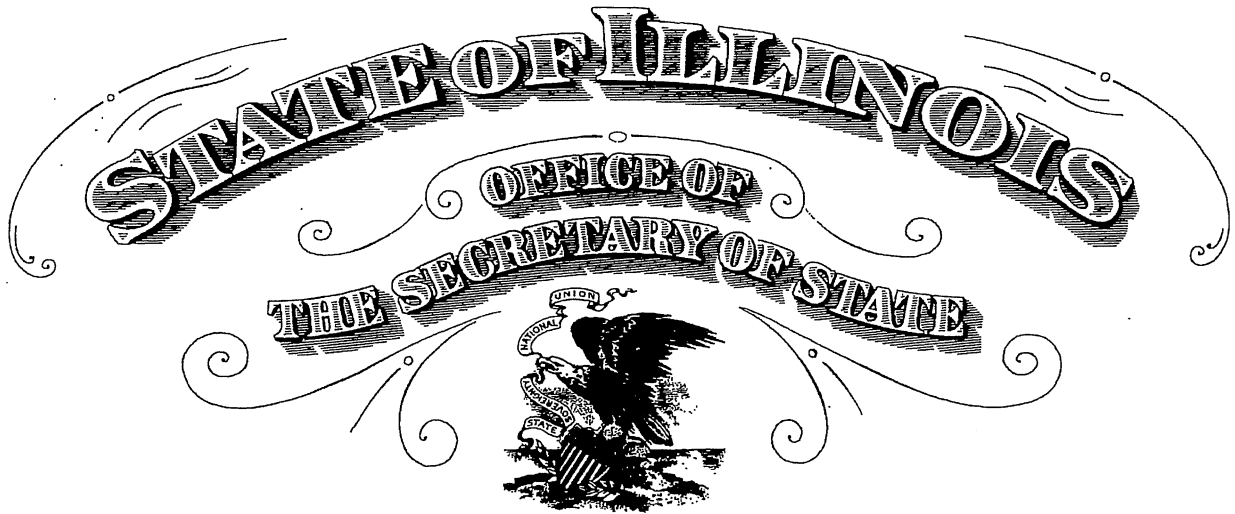
List any determinations by a court or governmental agency for violations of federal, state or local

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	

File Number

6879-190-1



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

AUSTIN TYLER CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MARCH 07, 2013, 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 30TH day of MARCH A.D. 2022 .

Jesse White

SECRETARY OF STATE

Rate Determination

EXHIBIT

1 of 3



ides.illinois.gov

#BWNKMGV
#CNXX X185 9891 9529#
AUSTIN TYLER CONSTRUCTION INC
AUSTIN TYLER CONSTRUCTION INC
23343 S RIDGE RD
ELWOOD IL 60421-9500

Mail Date: 11/30/2021
Letter ID: CNXXX18598919529

Account ID: 4729460
Name: AUSTIN TYLER CONSTRUCTION
INC
Protest Due Date: 12/15/2021
For Calendar Year: 2022
Wage Base: \$12,960.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2021

BENEFIT CHARGES	X	BENEFIT CONVERSION FACTOR	=	CONVERTED BENEFIT CHARGES	/	TAXABLE WAGES	=	BENEFIT RATIO	X	STATE EXPERIENCE FACTOR	+	PENALTY RATE	+	FUND BUILDING RATE	=	CONTRIBUTION RATE (NEW)
\$1,654,451.00		138.40		2,289,760.18		6,234,684.85		36.7262		111.00		0.000		0.625		7.625%

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2018	11,669.00	243,789.21
Q4/2018	167,137.00	55,601.58
Q1/2019	447,419.00	430,066.02
Q2/2019	130,845.00	915,413.29
Q3/2019	10,045.00	356,520.48
Q4/2019	24,791.00	132,184.40
Q1/2020	353,822.00	642,587.96
Q2/2020	893.00	1,014,667.24
Q3/2020	0.00	286,629.24
Q4/2020	21.00	136,030.79
Q1/2021	443,677.00	699,670.50
Q2/2021	64,132.00	1,321,524.14
TOTALS	1,654,451.00	6,234,684.85

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 7.100% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000,000 pays contributions at 5.400% for that quarter.

AFFILIATE ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of all accounts in the affiliation. SUCCESSOR ACCOUNT(S) - Benefit Charges and Taxable Wages are the combination of your account and predecessor account(s).

APPLICATION FOR REVIEW - If you have a basis for protesting this rate determination, you may file the attached application for review. Such application MUST SET FORTH SPECIFIC REASONS in support thereof and must be filed within 15 DAYS after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.



Mail Date: 11/30/2021
Letter ID: CNXXX18598919529
Account ID: 4729460

Application for Review of Rate Determination

Account ID: 4729460 Protest Due Date: 12/15/2021 For Calendar Year: 2022

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION
RATE

7.625%

IMPORTANT

This contribution rate is
used to calculate your
contribution due for
quarters in 2022 ONLY.

What type of protest are you filing? (Check one)

- ☐ Benefit Charges
☐ Taxable Wages
☐ Both Benefit Charges and Taxable Wages
☐ Other. Please explain:

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2018	11,669.00	243,789.21		
Q4/2018	167,137.00	55,601.58		
Q1/2019	447,419.00	430,066.02		
Q2/2019	130,845.00	915,413.29		
Q3/2019	10,045.00	356,520.48		
Q4/2019	24,791.00	132,184.40		
Q1/2020	353,822.00	642,587.96		
Q2/2020	893.00	1,014,667.24		
Q3/2020	0.00	286,629.24		
Q4/2020	- 21.00	136,030.79		
Q1/2021	443,677.00	699,670.50		
Q2/2021	64,132.00	1,321,524.14		
TOTALS	1,654,451.00	6,234,684.85		

INFORMATION AND ATTACHMENTS: ☐ UI-3/40 ☐ REG-UI-1 ☐ UI-50A ☐ Director's Order allowing BEN 118 Protest

☐ Other _____

IMPORTANT: This application for review setting forth specific reasons in support thereof must be filed within **15 DAYS** after the printed date of mailing. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the protest due date indicated above.

MAIL TO:
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY
33 S STATE ST, 10TH FLOOR
CHICAGO, IL 60603-2802

FAX TO:
(217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

IDES-RATE(N-07/17)

P-001262

* Exhibit B #
3 of 3

Account ID: 4729460 Protest Due Date: 12/15/2021 For Calendar Year: 2022

APPLICATION FOR REVIEW INSTRUCTIONS

SECTION I

You must mark the appropriate box indicating the type of protest that you are filing. Be sure to include an explanation if you check "Other".

SECTION II

Indicate under the columns titled "Employer Record" any amounts that differ from the amounts shown under "IDES Record". Please attach documentation to substantiate these amounts.

IMPORTANT:

The application for review setting forth specific reasons in support thereof must be filed within 15 days after the date of mailing as shown on this Notice. Protests are considered timely only if submitted online at mytax.illinois.gov, postmarked, faxed, or delivered on or before the Protest Due Date.

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

IDES contracts with private law firms to provide small employers with limited free legal services with respect to administrative proceedings that address the subject of this notice. To be considered a small employer, you must have reported fewer than 20 employees during any two of the four quarters preceding the request for free assistance. These independent law firms are not part of IDES. Representation at your hearing is not automatic and depends, in part, upon the facts in your case.

The level of legal services provided will depend on the substance of your challenge to this notice. If you are interested in obtaining legal services, call the number listed below as soon as possible. Any delay in calling could result in your not being able to obtain this service.

Small Employers, please call: (866) 641-4288
(312) 641-6403 TTY (not toll-free)

IDES-RATE(N-07/17)

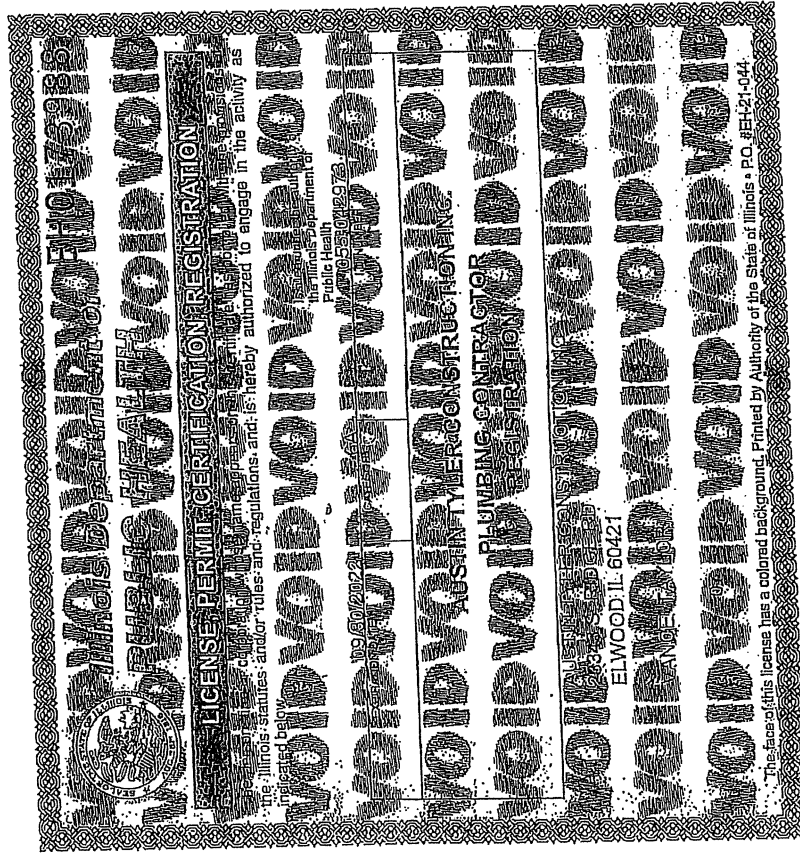
ATTACHMENT C

DISPLAY THIS PART IN A
CONSPICUOUS PLACE

09/24/2021

AUSTIN TYLER CONSTRUCTION
INC.
23343 S. RIDGE RD
ELWOOD IL 60421

FEE RECEIPT NO.



UP ATTACHMENT D

1/9



The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com 513-870-2000

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY INFORMATION PAGE

Policy No.	Policy Period	Previous Policy No.	Billing Method
	From To		
EWC 062 58 51-00	08-25-2021 08-25-2022	NEW	DIRECT BILL

Agency	Carrier	Risk ID No.	Entity
12-387	15385	123456789	CORPORATION

Agent

ROBERTSON RYAN & ASSOCIATES, INC.
1770 PARK STREET STE 210
NAPERVILLE, IL 60563-1245

1. Named Insured and Address
AUSTIN TYLER CONSTRUCTION INC
23343 S RIDGE RD
ELWOOD, IL 60421-9500

2. The Policy Period is from 08-25-2021 to 08-25-2022 12:01 am. The Standard Time at the Insured's Mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: IL
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:
- | | | |
|---------------------------|---------------------|---------------|
| Bodily Injury by Accident | \$ <u>1,000,000</u> | each accident |
| Bodily Injury by Disease | \$ <u>1,000,000</u> | each employee |
| Bodily Injury by Disease | \$ <u>1,000,000</u> | policy limit |
- C. Other States Insurance: Part THREE of the policy applies to all states except North Dakota, Ohio, Washington, Wyoming, and States Designated in Item 3A of the information page
- D. This policy includes these endorsements and schedules:
REFER TO ENDORSEMENT SCHEDULE
4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

08-30-2021 08:20

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WC 00 00 01 A (01 13)

EWC 062 58 51-00

Page 1 of 9

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SEE EXTENSION OF INFORMATION PAGE

Minimum Premium \$

Deposit Premium \$

*See Schedule Attached Taxes / Assessments \$

Total Premium Due \$

08-30-2021 08:20

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WC 00 00 01 A (01 13)

BWC 062 58 51-00

Page 2 of 9

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EXTENSION OF INFORMATION PAGE
Name and Location Schedule

Loc. No.	Insured No.	Name / Address
001	001	AUSTIN TYLER CONSTRUCTION INC STATE OF IL

Federal Employee ID No.	Entity
38-3900388	CORPORATION

Loc. No.	Insured No.	Name / Address
001	002	JOLIET ASPHALT LLC STATE OF IL

Federal Employee ID No.	Entity
26-3739743	LIMITED LIABILITY COMPANY

Loc. No.	Insured No.	Name / Address
001	003	AUSTIN TYLER CONSTRUCTION LLC STATE OF IL

Federal Employee ID No.	Entity
20-3893561	LIMITED LIABILITY COMPANY

08-30-2021 08:20

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WC 00 00 01 A (01 13)

BWC 062 58 51-00

Page 3 of 9

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EXTENSION OF INFORMATION PAGE
Installment Schedule

SEE BILLING STATEMENT MAILED SEPARATELY

Date	Premium	Taxes / Assessments	Installment
------	---------	---------------------	-------------

08-30-2021 08:20

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WC 00 00 01 A (01 13)

ENC 062 58 51-00

5/9

EXTENSION OF INFORMATION PAGE
Taxes / Assessments Schedule

Taxes / Assessments	Rate / Percentage	Premium
II. OPERATIONS FUND SURCHARGE	1.01%	
Total Taxes / Assessments		

08-30-2021 08:20

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WC 00 00 01 A (01 13)

ENC 062 58 51-00

Page 5 of 9

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EXTENSION OF INFORMATION PAGE
4. Classification of Operations
State: IL

Loc. No.	Code No.	Classification Description	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
001	1463	ASPHALT WORKS OPERATED BY PAVING CONTRACTORS-PERMANENT LOCATION & DRIVERS	200,000	10.480	
001	5221	CONCRETE OR CEMENT WORK-FLOORS, DRIVEWAYS, YARDS OR SIDEWALKS & DRIVERS	1,500,000	8.560	
001	5506	STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & DRIVERS	300,000	7.030	
001	5507	STREET OR ROAD CONSTRUCTION: SUBSURFACE WORK & DRIVERS	1,400,000	9.820	
001	5606	CONTRACTOR-PROJECT MANAGER, CONSTRUCTION EXECUTIVE, CONSTRUCTION MANAGER OR CONSTRUCTION SUPERINTENDENT	1,200,000	2.360	
001	6217	EXCAVATION & DRIVERS	3,500,000	5.470	
001	6306	SEWER CONSTRUCTION-ALL OPERATIONS & DRIVERS	200,000	9.310	
001	6319	WATER MAIN OR CONNECTION CONSTRUCTION & DRIVERS	1,400,000	4.430	

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WC 00 00 01 A (01 13)

NWC 062 58 51-00

Page 6 of 9

001 8227 CONSTRUCTION OR ERECTION 500,000 6.520
PERMANENT YARD

7/9

001 8742 SALESPERSONS OR 1,200,000 0.360
COLLECTORS-OUTSIDE

001 8810 CLERICAL OFFICE EMPLOYEES NOC 1,200,000 0.140

Manual Premium

0930 WAIVER OF SUBROGATION - 0.0300
BLANKET

9812 EMPLOYERS LIABILITY INCREASED 0.0140
LIMITS

9723 ILLINOIS CONTRIBUTION 0.0250
LIABILITY

9664 INTERMEDIATE DEDUCTIBLE CREDIT 0.3300

9898 EXPERIENCE MODIFICATION 0.9000

9046 CONTRACTING CLASS CREDIT 0.3900

9887 SCHEDULE MODIFICATION 0.8500

0063 PREMIUM DISCOUNT 0.0890

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WC 00 00 01 A (01 13)

EWG 062 58 51-00

Page 7 of 9

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State Premium

0900 EXPENSE CONSTANT

9740 TERRORISM

0.0320

9741 CATASTROPHE (OTHER THAN
CERTIFIED ACTS OF TERRORISM)

0.0200

State Total Estimated Premium

08-30-2021 08:20

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WC 00 00 01 A (01 13)

EWG 062 58 51-00

Page 8 of 9

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EXTENSION OF INFORMATION PAGE
3D. Endorsement Schedule

State	Form No.	Form Title
	WC 98 06 06 A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE
US	WC 00 00 00 C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC 99 06 79 E	NOTICE OF ELECTION TO ACCEPT OR REJECT AN INSURANCE DEDUCTIBLE FOR ILLINOIS WORKERS' COMPENSATION MEDICAL BENEFITS
IL	FORM 12-1	ILLINOIS CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM (ILCCPAP)
US	WC 00 03 11 A	VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
US	WC 00 03 13	WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
US	WC 00 04 06 A	PREMIUM DISCOUNT ENDORSEMENT
US	WC 00 04 14 A	90- DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
US	WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
US	WC 00 04 21 E	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
US	WC 00 04 22 C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
US	WC 00 04 24	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
US	WC 00 04 25	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
IL	WC 12 04 02	ILLINOIS CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT ENDORSEMENT
IL	WC 12 06 01 E	ILLINOIS AMENDATORY ENDORSEMENT
	WC 98 06 61	INTERMEDIATE DEDUCTIBLE ENDORSEMENT - ILLINOIS
	WC 98 06 99	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A CERTIFICATE HOLDER
	WC 99 06 00 A	SIGNATURE ENDORSEMENT
	WC 99 06 152	ILLINOIS AMENDATORY ENDORSEMENT FOR CONTRIBUTION LIABILITY

Countersigned this day of _____,

Authorized Representative

08-30-2021 08:20

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WC 00 00 01 A (01 13)

EWC 062 58 51-00

Page 9 of 9

Form B

Name	E/I	Trade	WC - Y/N	County
Juan Pablo Navarro-Aceves	E	CEMEN638	y	Cook
Sandy Adair	E	OPER	y	Kankakee
Rachel Agresta	E	LABORER	y	Lake
Matthew Alexander	E	LABORER	y	Will
Manuel Amaya	E	LABORER	y	Dupage
Noe Arellano	E	CEMEN502	y	Dupage
Gustavo Ascencio	E	LABORER	y	Will
Stephen Baumhover	E	OPER	y	Grundy
Jamie Bell	E	OPER	y	Will
Sammy Benveniste	E	TEAM	y	Will
Billy Billingsley	E	OPER	y	Will
Jason Bohac	E	OPER	y	Will
Brandon Bolyard	E	OPER	y	Lake
Ryan J. Borgman	E	TEAM	y	Will
Luke Borth	E	LABORER	y	Will
Michael S. Bozarth Jr.	E	LABORER	y	Will
James Brandau	E	OPER	y	Will
Sandra Breausche	E	Office	y	Will
Brian Broderick	E	Office	y	Cook
Brian Brookman	E	OPER	y	Will
Joseph Brozovich	E	OPER	y	Grundy
Joseph Cademartori	E	LABORER	y	Dupage
Robert Cademartori	E	LABORER	y	Dupage
Mario Caprio Jr.	E	TEAM	y	Will
Patrick R. Carey	E	LABORER	y	Will
Alejandro Carrera	E	CEMEN502	y	Cook
Lonnie Carr Jr	E	CARP	y	Will
Jose Pasillas - Castro	E	LABORER	y	Lake
Luis Cerritos	E	TEAM	y	Will
Brandon A. Chanda	E	OPER	y	Kendall
Kurt K. Christensen	E	OPER	y	Will
Jose Cobos	E	LABORER	y	Cook
Jose L. Cobos	E	LABORER	y	Cook
Travis Collins	E	LABORER	y	Kendall
Devin Corley	E	OPER	y	Peoria
Gerald Couch	E	LABORER	y	Will
Antonio C. Culver	E	LABORER	y	Will
Austin Cummings	E	OPERLOC7	y	LaPorte
Jacob Daniels	E	TEAM	y	Will
Juan Carlos Diaz	E	LABORER	y	Will
Oscar D. Diaz	E	CEMEN502	y	Cook
Shane Divis	E	OPER	y	Will
Jason E Dodson	E	LABORER	y	Kendall
Joseph Donnelly	E	LABORER	y	Will
Kenneth W. Elder	E	TEAM	y	Grundy

Daniel Elliott	E	TEAM	y	Cook
Pamela Englert	E	Office	y	Will
Gaspar Escobedo	E	LABORER	y	Cook
John Fenili	E	LABORER	y	Will
Anthony Ferrallo	E	OPER	y	Will
Kenneth Floyd	E	TEAM	y	Will
John M. Fraser	E	PLUMB	y	Will
David Gabel	E	Office	y	Will
David W. Gabel	E	OPER	y	Will
Ricardo Gamboa	E	LABORER	y	Cook
Daniel Garcia	E	TEAM	y	Will
Gerardo Garcia	E	CEMEN502	y	Cook
Gary Gassensmith	E	LABORER	y	Will
William Geary	E	OPER	y	Dupage
Tyler Geiss	E	OPER	y	Will
Kyle Glaser	E	OPER	y	Grundy
Abraham Gonzalez	E	TEAM	y	Will
Jose Gomez	E	LABORER	y	Kane
Rafal Grabczynski	E	Office	y	Cook
Nicholas Gregoire	E	LABORER	y	Will
Nelson A. Griffiths	E	LABORER	y	Cook
Steven Grosey	E	CEMEN638	y	Kane
Jeffrey L. Guendling	E	OPER	y	Will
Jeff Guimond	E	CEMENT	y	Kankakee
Juan Gutierrez	E	LABORER	y	Will
TJ Guzier	E	TEAM	y	Will
Sam Hafner	E	LABORER	y	Will
Joel D. Halford	E	LABORER	y	Will
Dennis Hallahan	E	CARP	y	Will
Brent W. Hearn	E	LABORER	y	Will
Robert K. Hellriegel	E	TEAM	y	Will
James B. Henke, Jr.	E	TEAM	y	Grundy
Mark D. Heppe	E	OPER	y	Kankakee
Harold R Hogan	E	OPER	y	Grundy
Jack Holmes	E	OPER	y	Will
Todd Holmes	E	OPER	y	Will
Clayton O. Howard	E	TEAM	y	Will
Derek Janota	E	OPER	y	Kankakee
Glen Jernstad	E	OPER	y	Kendall
Michael A. Kavanaugh	E	LABORER	y	Will
Kevin Kearby	E	CEMENT	y	Will
Paul Kelly	E	CEMENT	y	Will
Gene Keteloar	E	CEMENT	y	Will
Edward N. Knapp	E	LABORER	y	Will
William Krizmanic	E	OPER	y	Will
Mark Kuntz	E	CEMENT	y	Dupage
Jacob Lara	E	CEMEN638	y	McHenry

Tayler Layne	E	OPER	y	Kankakee
Brandon D Leggett	E	LABORER	y	Kendall
Justin H. Leggett	E	LABORER	y	Kendall
Peter Anthony Legieza	E	LABORER	y	Dupage
Matthew J. Lenert	E	OPER	y	LaSalle
Jonatan D. Lopez	E	CEMEN638	y	Will
John R. Lord III	E	OPER	y	Kendall
Jason Lotz	E	LABORER	y	Lake
Larry Lotz	E	OPER	y	Will
Efrain Lozano	E	LABORER	y	Will
Darren Mack	E	LABORER	y	Grundy
Anthony Marino	E	TEAM	y	Will
Lawrence Marino	E	OPER	y	Grundy
Jose Marquez	E	CEMENT	y	Dupage
Julio Martinez	E	LABORER	y	Will
Salvador Martinez	E	LABORER	y	Will
Genaro Mascote	E	TEAM	y	Will
Justin Mason	E	OPER	y	Grundy
Nicolas A. Matthews	E	LABORER	y	Will
Michael Mc Carthy	E	PLUMB	y	Kankakee
Brett McArthur	E	OPER	y	Lake
Ashley McCauley	E	Office	y	Will
Suzette McCullar	E	LABORER	y	Cook
Justin J. McDonagh	E	TEAM	y	Kankakee
Brian E. McGrath	E	PLUMB	y	Will
Eric Medellin	E	LABORER	y	McHenry
Jose Hurtado Meraz	E	CEMEN502	y	Cook
Rigoberto Meza	E	CARP	y	Will
Michael Minnick	E	LABORER	y	Grundy
Thomas Minnick	E	CEMENT	y	Grundy
Felix Montelongo	E	LABORER	y	Will
Norberto Munoz	E	LABORER	y	Will
Charlotte A. Tobin	E	TEAM	y	Cook
Thomas Nance	E	LABORER	y	Will
Jose Olague	E	CEMEN638	y	Will
Jose Orozco	E	TEAM	y	Will
Encarnacion Ortiz	E	CEMEN638	y	Will
Thomas J. Pelsi	E	Office	y	Will
Klye Peterson	E	OPER	y	Kankakee
Byron Petty	E	TEAM	y	Cook
Adrian Plascencia-Arriaga	E	TEAM	y	Cook
Bradley Polezoes	E	OPERLOC7	y	Lake
Daniel Pote	E	OPER	y	Will
Richard L. Rahn	E	CEMENT	y	Will
Gerardo Ramirez	E	TEAM	y	Kendall
Oscar E. Ramirez	E	TEAM	y	Cook
Isaias Ramos	E	LABORER	y	Cook

Sam Ranola	E	OPER	y	Kane
Uriel Reyes	E	LABORER	y	Will
Bret Rhodes	E	Office	y	Will
Jose Carranza - Rivas	E	CEMENT	y	McHenry
Luis G. Rivera	E	LABORER	y	Dupage
David Rodriguez	E	CEMEN638	y	Kane
Fermin Saucedo-Rodriguez	E	LABORER	y	Cook
Jaime Rodriguez	E	LABORER	y	Cook
Charles Roesel Jr	E	TEAM	y	Will
Adrian Roman	E	TEAM	y	Will
Steven C. Rubio	E	OPER	y	Cook
Eduardo Ruvalcaba	E	TEAM	y	Will
Jeffrey Saager	E	OPER	y	LaSalle
Lucas Salabura	E	LABORER	y	Will
Jose Sanchez	E	LABORER	y	Will
Christopher Saxen	E	CEMENT	y	Will
Mark Schulte	E	LABORER	y	Will
Tyler Schumal	E	LABORER	y	Will
Ronald Senffner	E	LABORER	y	Will
Ronald Sessler	E	OPER	y	Kendall
David Schau	E	CEMEN638	y	McHenry
Daniel Slowik	E	CARP	y	Kane
Gene R. Smith	E	LABORER	y	Will
John Sproull	E	OPER	y	Grundy
Andrew Stanek	E	OPER	y	Will
Dawn Starmann	E	CEMENT	y	Will
Rebecca M. Stazak	E	LABORER	y	Cook
Kenneth Stemp	E	OPER	y	Lake
Scott D Stille	E	TEAM	y	Cook
James S. Stoll	E	PLUMB	y	Will
Aaron Stube	E	TEAM	y	Will
Daniel Sutton	E	LABORER	y	Will
Ryan Sutton	E	TEAM	y	Will
Morgan Swartz	E	LABORER	y	LaSalle
Vance L. Taylor	E	PLUMB	y	Will
Michael Teske	E	LABORER	y	Cook
Danny Thompson	E	OPER	y	Will
Dennis Tillman	E	CEMEN502	y	Cook
Lloyd Tinsman Jr.	E	TEAM	y	Will
Douglas Todd	E	OPER	y	Grundy
Roger Toftoy	E	OPER	y	Kendall
Rudy Torres	E	CEMEN638	y	McHenry
Richard Turcany	E	OPER	y	Will
Artero Tyler	E	LABORER	y	Cook
John Tyson	E	OPER	y	Will
Alfonso Ulloa	E	LABORER	y	Will
Angelo Valdivia	E	TEAM	y	Will

Eduardo Valdez	E	CEMEN502	y	Will
Eduardo Valdez Jr	E	LABORER	y	Will
Carlos Vargas	E	CEMENT	y	Kane
Abel Villarreal, Jr.	E	LABORER	y	Lake
Abel Villarreal, Sr.	E	LABORER	y	Lake
Jesse Villarreal	E	LABORER	y	Will
Miguel Villarreal	E	CEMEN502	y	Will
Gary Vlach	E	OPER	y	Kane
Daniel Wagner	E	CEMENT	y	Will
Corey Webb	E	OPER	y	LaSalle
Colin Weis	E	CEMENT	y	Will
Anthony Wellner Jr	E	Office	y	Will
Tony Wellner Sr	E	Office	y	Will
Marcus Welsh	E	CARP	y	Will
Tina M. Wildrick	E	Offic e	y	Will
Thomas Wilkins	E	CEMENT	y	Will
Brett Wills	E	LABORER	y	Grundy
McKenneth Williams	E	TEAM	y	Will
Darik Wilson	E	OPER	y	Grundy
James F. Wlodek	E	OPER	y	Will
Jonathan W. Wood	E	OPER	y	Kankakee
Michael Woodruff	E	TEAM	y	Will
Chad Wright	E	CEMENT	y	Grundy
Erik R. Zacha	E	TEAM	y	Grundy
Rafael Zarate	E	CEMENT	y	Will
Anthony Ziccardi	E	OPER	y	Lake
Jamison Zupancic	E	OPER	y	Will
Matthew Zupancic	E	CARP	y	Will

* ATTACHMENT E *

1087

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 180B, 150A, 150C, 150HA, 150D, 150E, 150H

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60224-8802

Austin Tyler Construction, Inc.,
23343 S Ridge Rd
Elwood, IL 60421

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Austin Tyler Construction Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos. IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Brothers Austin Tyler Construction Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Pauline Letzell

PL/SB

Enclosures: Certificates

Illinois State Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Division of Registration

Heavy Equipment Technician Operating Engineers Local #150
Plainfield, Illinois

For the Trade of Repairer (Heavy)

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

* Attachment
p 2 of 7
*

Date: May 5, 2002

HC12020003



NOT CHAO
Secretary of Labor

Anthony Savage

* ATTACHMENT E *

PS 3 of 7

United States Department of Labor

Office of Apprenticeship Training Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineers

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



Lot Chen

Secretary of Labor


Quincy Savage

Assistant Secretary, Training, Employment and Labor Service

Number 5, 2002
Date
12 008780473
Registration No.

12/9/2020

Gmail - Apprenticeship Program Certificate

 Gmail

ATTACHMENT E
Pg 4 of 7

T Wild <tmwildrick@gmail.com>

Apprenticeship Program Certificate

1 message

Antonio Acevedo <aacevedo502@yahoo.com>

Wed, Dec 9, 2020 at 8:56 AM

To: "tweber@austln-tyler.com" <tweber@austln-tyler.com>


12/9/2020

Good morning Pam,

Please find the attached file with the US DOL Office of Apprenticeship Certificate of Registration of Apprenticeship Program, this email will also serve to certify that AUSTIN TYLOR CONSTRUCTION INC. is a signatory contractor IN GOOD STANDING with, CEMENT MASONS' LOCAL #502 AND PLASTERERS' AREA 5 and contributes to the Apprenticeship Program, if you have additional questions please contact me.

Sincerely,

Antonio Acevedo
Apprenticeship Coordinator
Cement Masons' and Plasterers'
Union Local No. 502
725 S. 25th Avenue
Bellwood IL 60104
Main (708) 544-9100 ext. 310
Fax (708) 544-0232
Cell (630) 913-8707
aacevedo502@yahoo.com

 US DOL Certification.pdf
911K

The United States Department of Labor

Office of Apprenticeship Certificate of Registration of Apprenticeship Program

Cement Masons' Union Local #502 JAC
Bellwood, Illinois

For The Trade of: Cement Mason

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



August 24, 1982.

Date Revised: February 1, 2019

HL008820041

Registration No.

Al V Hall

Administrator, Office of Apprenticeship

ATTACHMENT E R
PS 6 OF 7

Chicagoland
LABORERS'
District Council Training & Apprenticeship Fund

42-1.
chicagolaborers.org

Executive Director
Thomas Nordeen

9 December 2020

Labor Trustees

James P. Connolly
Martin Dwyer
Martin Flanagan
Joseph V. Healy
Charles V. LoVerde III
William Martin

Management Trustees

Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
David Lorig
William Vignocchi

Austin Tyler Construction, Inc.
23343 S Ridge Road
Elwood, IL 60421

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

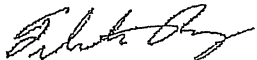
You may also use this letter as verification Austin Tyler Construction, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,

Carol Stream Location
1200 Old Gary Avenue
Carol Stream IL 60188
(630) 653-0006

Chicago Location
5700 West Homer Street
Chicago IL 60639
(773) 413-3315


Felicitia Ruiz
Assistant Office Manager



Feel the Power



UNITED STATES DEPARTMENT OF LABOR
BUREAU OF APPRENTICESHIP TRAINING, EMPLOYER AND LABOR SERVICES

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Chicago and Laborers' I.A.T.C.

Carol Stream, Illinois

For the Trade - Construction Craft Laborer

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

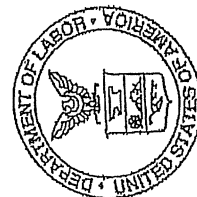
established by the Secretary of Labor

April 12, 1999

Date REVISED August 13, 2004

11 017990001

Registration No.



Lois Chao

Secretary of Labor

Lois Chao

Administrative, Apprenticeship, Training, Employer and Labor Services

of Attached E #
PS 70F 7

Austin Tyler Construction, INC.

Drug and Alcohol Abuse Policy

1. POLICY

- 1.1. Austin Tyler Construction has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety and health risks to the user and to all those who work with the user. The use, sale, purchase, transfer or possession of an illegal drug in the workplace, and the use, possession, or being under the influence of alcohol also poses unacceptable risks for safe, healthy, and efficient operations.
- 1.2. Austin Tyler Construction has the right and obligation to maintain a safe, healthy, and efficient workplace for all of its employees, and to protect the organization's property, information, equipment, operations and reputation.
- 1.3. Austin Tyler Construction further expresses its intent through this policy to comply with federal and states rules, regulations or laws that relate to the maintenance of a workplace free from illegal drugs and alcohol.
- 1.4. As a condition of employment, all employees are required to abide by the terms of this policy and to notify Austin Tyler Construction's management of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

2. PURPOSE

- 2.1. This policy outlines the goals and objectives of Austin Tyler Construction's drug and alcohol testing program and provides guidance to supervisors and employees concerning their responsibilities for carrying out the program.

3. SCOPE

- 3.1. This policy applies to all departments, all employees and all job applicants. The term employee includes contracted employees.

4. DEFINITIONS

- 4.1. Alcohol means any beverage that contains ethyl alcohol (ethanol), including but not limited to beer, wine and distilled spirits.
- 4.2. Company premises or company facilities means all property of Austin Tyler including, but not limited to the offices, facilities and surrounding areas on Austin Tyler owned or leased property, parking lots, and storage areas. The term also includes Austin Tyler owned or leased vehicles and equipment wherever located.
- 4.3. Contraband means any article, the possession of which on Austin Tyler premises or while on Austin Tyler business, causes an employee to be in violation of Austin Tyler work rule or law. Contraband includes illegal drugs and alcoholic beverages, drug paraphernalia, lethal weapons, firearms, explosives, incendiaries, stolen property, counterfeit money, untaxed whiskey, and pornographic materials.
- 4.4. Drug testing means the scientific analysis or urine, blood, breath, saliva, hair, tissue, and other specimens of the human body for the purpose of detecting a drug or alcohol.
- 4.5. Illegal drug means any drug which is not legally obtainable; any drug which is legally obtainable but has not been legally obtained; any prescribed drug not legally obtained; any prescribed drug not being used for the prescribed purpose; any over-the-counter drug being used at a

dosage level other than recommended by the manufacturer or being used for a purpose other than intended by the manufacturer; and any drug being used for a purpose not in accordance with bona fide medical therapy. Examples of illegal drugs are cannabis substances, such as marijuana and hashish, cocaine, heroin, methamphetamine, phencyclidine (PCP), and so-called designer drugs and look-alike drugs.

- 4.6. Legal drug means any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which prescribed or manufactured.
- 4.7. Reasonable belief means a belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee is unable to satisfactorily perform his or her job duties due to drug or alcohol impairment. Such inability to perform may include, but not be limited to, decreases in the quality or quantity of the employee's productivity, judgment, reasoning, concentration and psychomotor control, and marked changes in behavior. Accidents, deviations from safe working practices, and erratic conduct indicative of impairment are examples of "reasonable belief" situations.
- 4.8. Under the influence means a condition in which a person is affected by a drug or by alcohol in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, such as urinalysis or blood analysis, and in some cases by the opinion of a layperson.

5. PROHIBITED ACTIVITIES

5.1. Legal Drugs

- a. The undisclosed use of any legal drug by any employee while performing Austin Tyler Construction business or while on Austin Tyler premises is prohibited. However, an employee may continue to work even though using a legal drug if Austin Tyler management has determined, after consulting with Austin Tyler's health and/or human resources officials, that such use does not pose a threat to safety and that the using employee's job performance is not affected. Otherwise, the employee may be required to take leave of absence or comply with other appropriate action as determined by Austin Tyler management.
- b. An employee whose medical therapy requires the use of a legal drug must report such use to his or her supervisor prior to the performance of Austin Tyler business. The supervisor who is so informed will contact Austin Tyler's designated human resources officials for guidance.
- c. Austin Tyler Construction at all times reserves the right to judge the effect that a legal drug may have on job performance and to restrict the using employee's work activity or presence at the workplace accordingly.

5.2. Illegal Drugs and Alcohol

- a. The use, sale, purchase, transfer, or possession of an illegal drug or of alcohol by any employee while on Austin Tyler premises or while performing Austin Tyler Construction business is prohibited.

6. DISCIPLINE

- 6.1. Any employee who possesses, distributes, sells, attempts to sell, or transfers illegal drugs on Austin Tyler Construction premises or while on Austin Tyler Construction business will be discharged.
- 6.2. Any employee who is found to be in possession of or under the influence of alcohol in violation of this policy will be subject to discipline up to and including discharge.
- 6.3. Any employee who is found to be in possession of contraband in violation of this policy will be subject to discipline up to and including discharge.
- 6.4. Any employee who is found through drug or alcohol testing to have in his or her body a detectable amount of an illegal drug or of alcohol will be subject to discipline up to and including discharge except that, depending on the circumstances of the case and the employee involved, the employee may be offered a one-time opportunity to enter and successfully complete a rehabilitation program that has been approved by Austin Tyler. During rehabilitation, the employee will be subject to unannounced drug or alcohol testing. Upon return to work from rehabilitation, the employee will be subject to unannounced drug or alcohol testing for a period of 60 months. Any test that is confirmed as positive during or following rehabilitation will result in discharge.

7. DRUG AND ALCOHOL TESTING OF JOB APPLICANTS

- 7.1. All applicants for employment, including applicants for part-time and seasonal positions and applicants who are former employees, are subject to drug and alcohol testing.
- 7.2. An applicant must pass the drug test to be considered for employment.
- 7.3. An applicant will be notified of Austin Tyler Construction's drug and alcohol testing policy prior to being tested; will be informed in writing of his or her right to refuse to undergo such testing; and will be informed that the consequence of refusal is termination of the pre-employment process.
- 7.4. An applicant will be provided written notice of this policy, and by signature will be required to acknowledge receipt and understanding of the policy.
- 7.5. If an applicant refuses to take a drug or alcohol test, or if evidence of the use of illegal drugs or alcohol by an applicant is discovered, either through testing or other means, the pre-employment process will be terminated.

8. DRUG AND ALCOHOL TESTING OF EMPLOYEES

- 8.1. Austin Tyler Construction will notify employees of this policy by:
 - a. Providing to each employee a copy of the policy, and obtaining a written acknowledgement from each employee that the policy has been received and read.
- 8.2. Austin Tyler Construction may perform drug or alcohol testing:
 - a. Of any employee who manifests "reasonable belief" behavior.
 - b. Of any employee who is involved in an accident that results or could result in the filing of a Workers' Compensation claim.
 - c. On a random basis of any employee.
 - d. Of any employee who is subject to drug or alcohol testing pursuant to federal or state rules, regulations or laws.
- 8.3. ~~An employee's consent to submit to drug or alcohol testing is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including discharge, for a first refusal or any subsequent refusal.~~
- 8.4. An employee who is tested in a "reasonable belief" situation may be suspended pending receipt of written tests results and whatever inquiries may be required.

9. APPEAL OF A DRUG OR ALCOHOL TEST RESULT

- 9.1 An applicant or employee whose drug or alcohol test report positive will be offered the opportunity of a meeting to offer an explanation. The purpose of the meeting will be to determine if there is any reason that a positive finding could have resulted from some cause other than drug or alcohol use. Austin Tyler, through its health and/or human resources officials, will judge whether an offered explanation merits further inquiry.
- 9.2 An employee whose drug or alcohol test is reported positive will be offered the opportunity to:
- Obtain and independently test, at the employee's expense, the remaining portion of the urine specimen that yielded the positive result;
 - Obtain the written test result and submit it to an independent medical review at the employee's expense.
- 9.3 During the period of an appeal and any resulting inquiries, the pre-employment selection process for an applicant will be placed on hold, and the employment status of an employee may be suspended. An employee who is suspended pending appeal will be permitted to use any available annual leave in order to remain in an active pay status. If the employee has no annual leave or chooses not to use it, the suspension will be without pay.

10. REHABILITATION AND EMPLOYEE ASSISTANCE

10.1 Rehabilitation assistance in lieu of discharge may be offered:

- To any employee who has requested rehabilitation assistance provided that the request is unrelated to an identification of the employee as a violator of this policy.
- To any employee who has violated this policy provided that the violation does not involve selling or transferring illegal drugs, or serious misconduct.

10.2 An employee who is in rehabilitation will be suspended, except that—when indicated by the circumstances of the case and the written recommendation of a licensed physician or recognized rehabilitation professional—an employee may be permitted to work while undergoing rehabilitation on an outside-of-work basis. The written recommendation must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-workers or others.

10.3 An employee whose rehabilitative therapy involves drug maintenance, hospitalization or detoxification will not be considered for the exception from suspension described in 11.2.

10.4 An employee who is in rehabilitation or who has completed rehabilitation will be allowed to return to work upon presentation of a written release signed by a licensed physician or recognized rehabilitation professional. The release must include a statement to the effect that the employee's presence in the workplace will not constitute a safety hazard to the employee, co-worker or others.

11. INSPECTIONS AND SEARCHES

11.1 Austin Tyler Construction may conduct unannounced general inspections and searches for drugs or alcohol on Austin Tyler premises or in Austin Tyler vehicles or equipment wherever located. Employees are expected to cooperate.

11.2 Search of an employee and his or her personal property may be made when there is reasonable belief to conclude that the employee is in violation of this policy.

11.3 An employee's consent to a search is required as a condition of employment, and the employee's refusal to consent may result in disciplinary action, including discharge, even for a first refusal.

11.4 Illegal drugs, drugs believed to be illegal, and drug paraphernalia found on Austin Tyler property will be turned over to the appropriate law enforcement agency and the full

cooperation given to any subsequent investigation. Substances that cannot be identified as an illegal drug by a layman's examination will be turned over to a forensic laboratory for scientific analysis.

11.5 Other forms of contraband, such as firearms, explosives, and lethal weapons, will be subject to seizure during an inspection or search. An employee who is found to possess contraband on Austin Tyler property or while on Austin Tyler business will be subject to discipline up to and including discharge.

11.6 If an employee is the subject of a drug-related investigation by Austin Tyler Construction or by a law enforcement agency, the employee may be suspended pending completion of the investigation.

12. CONFIDENTIALITY

12.1 All information relating to drug or alcohol testing or the identification of persons as users of drugs and alcohol will be protected by Austin Tyler Construction as confidential unless otherwise required by law, overriding public health and safety concerns, or authorized in writing by the persons in questions.

EXH. B. 1 F
4/7

Austin Tyler Construction, INC.

23343 S. Ridge Road, Elwood, IL 60421

EMPLOYEE NOTICE AND ACKNOWLEDGEMENT OF EMPLOYER TESTING REQUIREMENTS

PART I: NOTICE

This is to inform you that the company conducts testing to identify job applicants and current employees who may be abusing drugs and/or alcohol.

A copy of the company's policy on this matter is attached to this notice. Additional copies can be obtained upon request.

You have the right to refuse to undergo testing. However, the consequences of refusal to undergo testing or a refusal to cooperate in testing by an applicant will result in the termination of the pre-employment selection process, and the consequences of refusal to undergo testing or a refusal to cooperating in the testing by an employee will result in disciplinary action up to and including discharge.

An applicant who fails a test will not be hired, and an employee who fails a test will be subject to disciplinary action up to and including discharge.

Remaining drug- and/or alcohol-free and participation in the company's drug and/or alcohol testing program is a condition of continued employment.

PART II: ACKNOWLEDGEMENT

I acknowledge receipt and understanding of the above written notice and agree to abide by the terms of the company's policy pertaining to drugs and alcohol.

(Signature)

(Date signed)

(Printed name)

(Witness)

Austin Tyler
Construction, INC.

23343 S. Ridge Road, Elwood, IL 60421

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7/7

APPLICANT'S CONSENT TO DRUG TESTING

I understand it is the policy of the company to conduct drug tests of job applicants for the purpose of detecting drug abuse, and that one of the requirements for consideration of employment with the company is the satisfactory passing of the company's drug test(s).

For the purpose of being further considered for employment, I hereby agree to submit to a drug test.

I understand that favorable test results will not necessarily guarantee that I will be employed by the company.

If I am accepted for employment, I agree to take the drug tests whenever requested by the company, and I understand that the taking of such tests is a condition of my continued employment.

I also give consent to the testing agency to release to the company and other officially interested parties the results of my tests.

At this time I consent to a drug test.

(Signature of applicant)

(Date signed)

(Printed name of applicant)

(Witness)

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CODE OF SAFE PRACTICES

Austin Tyler Construction, Inc. will maintain a "Safety and Health Program" conforming to the best practices of organizations of this type. To be successful, such a program must embody the proper attitudes toward injury and illness prevention on the part of supervisors and employees. It also requires cooperation in all safety and health matters, not only between supervisor and employee, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. Safety and health in our business must be a part of every operation.

THE COMPANY'S Safety and Health Program includes:

- ☐ **Providing** mechanical and physical safeguards to the maximum extent possible.
- ☐ **Conducting** a program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards for every job.
- ☐ **Training** all employees in good safety and health practices.
- ☐ **Providing** necessary personal protective equipment and instructions for its use and care.
- ☐ **Developing and enforcing** safety and health rules and requiring that employees cooperate with these rules as a condition of employment.
- ☐ **Investigating**, promptly and thoroughly, every accident to find out what caused it and to correct the problem so that it will not happen again.
- ☐ **Setting up** a system of recognition and awards for outstanding safety service or performance.

We recognize that the responsibilities for safety and health are shared:

- ☐ **THE COMPANY** accepts the responsibility for leadership of the safety and health program, for its effectiveness and improvement, and for providing the safeguards required to ensure safe conditions.
- ☐ **Supervisors** are responsible for developing the proper attitudes toward safety and health in themselves and in those they supervise, and for ensuring that all operations are performed with the utmost regard for the safety and health of all personnel involved, including themselves.
- ☐ **Employees** are responsible for wholehearted, genuine operation with all aspects of the Safety and Health Program including compliance with all rules and regulations—and for continuously practicing safety while performing their duties.

GENERAL SAFETY RULES

- ☒ **Austin Tyler Construction, LLC.** employees shall follow these safe practice rules, render every possible aid to safe operations, and report all unsafe conditions or practices to their supervisor.
- ☒ **Failure to abide** by the Code of Safe Practices may result in disciplinary action up to and including termination.
- ☒ **Supervisors shall** insist that employees observe and obey every rule, regulation, and order necessary to the safe conduct of the work, and shall take such action necessary to obtain compliance.
- ☒ **If you are unsure** of the safe method to do your job, STOP and ask your supervisor. Ignorance is no excuse for a safety violation.
- ☒ **All employees shall** be given frequent accident prevention instructions. Instructions, practice drills and articles concerning workplace safety and health shall be given at least once every _____ working days.
- ☒ **No one shall knowingly** be permitted to work while the employee's ability or alertness is impaired by fatigue, illness, and prescription or over the counter drugs. Employees who are suspected of being under the influence of illegal or intoxicating substances, impaired by fatigue or an illness, shall be prohibited from working.
- ☒ **Anyone known** to be under the influence of alcohol and/or drugs shall not be allowed on the job while in that condition. Persons with symptoms of alcohol and/or drug abuse are encouraged to discuss personal or work-related problems with the supervisor/employer.
- ☒ **Employees should** be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies. Approved protective equipment shall be worn in specified work areas.
- ☒ **Horseplay, scuffling, fighting** and other acts that tend to have an adverse influence on the safety or well being of the employees are prohibited. Do not run on the job site or in the shop or office area.
- ☒ **Work shall be** well-planned and supervised to prevent injuries when working with equipment and handling heavy materials. When lifting heavy objects, employees should bend their knees and use the large muscles of the leg instead of the smaller muscles of the back. Back injuries are the most frequent and often the most persistent and painful type of workplace injury.
- ☒ **Workers shall not** handle or tamper with any electrical equipment, machinery or air or water lines in a manner not within the scope of their duties, unless they have received instructions from their supervisor. Do not operate equipment that you are not familiar with. Do not attempt to use such equipment until you are fully trained and authorized.
- ☒ **Keep your work area clean,** free of debris, electrical cords and other hazards. Immediately clean up spilled liquids.
- ☒ **Always notify** all other individuals in your area who might be endangered by the work you are doing.
- ☒ **A red tag system** identifies equipment that is NOT to be operated, energized or used. All lock-out/tag-out notices and procedures must be observed and obeyed.

- ☐ **Do not block exits,** fire doors, aisles, fire extinguishers, first aid kits, emergency equipment, electrical panels, or traffic lanes.
- ☐ **Do not leave tools,** materials, or other objects on the floor that might cause others to trip and fall.
- ☐ **Do not distract others** while working. If conversation is necessary, make sure eye contact is made prior to communicating.
- ☐ **Employees shall not** enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter.
- ☐ **Materials, tools, or other objects** shall not be thrown from buildings or structures until proper precautions are taken to protect others from the falling objects.
- ☐ **Employees shall cleanse thoroughly** after handling hazardous substances, and follow special instructions from authorized sources.
- ☐ **Gasoline or other flammable liquids** shall not be used for cleaning purposes.
- ☐ **No burning, welding, or other source** of ignition shall be applied to any enclosed tank or vessel, even if there are some openings, until it has first been determined that no possibility of explosion exists, and authority for the work is obtained from the foreman or superintendent.
- ☐ **Any damage to scaffolds,** falsework, or other supporting structures shall be immediately reported to the foreman and repaired before use.
- ☐ **Possession of firearms,** weapons, illegal drugs or alcoholic beverages on company or customer property or the job site is strictly prohibited.
- ☐ **All injuries shall** be reported promptly to your supervisor so that arrangements can be made for medical and/or first-aid treatment.

SPECIFIC SAFETY RULES

Electrical Safety

- ☐ **Only trained, qualified, and authorized employees** are allowed to make electrical repairs or work on electrical equipment or installations.
- ☐ **All electrical equipment** and systems shall be treated as energized until tested or otherwise proven to be de-energized.
- ☐ **All energized equipment** and installations will be de-energized prior to the commencement of any work. If the equipment or installation must be energized for test or other purposes, special precautions will be taken to protect against the hazards of electric shock.
- ☐ **All equipment shall be locked out** to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device bearing a lock.
- ☐ **Safety grounds** shall always be used where there is a danger of shock from back feeding or other hazards.

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- ☐ **Polyester clothing or other flammable types** of clothing shall not be worn near electrical circuits. Cotton clothing is much less likely to ignite from arc blast. Employees working on live circuits shall be provided Nomex or equivalent fire resistant clothing.
- ☐ **Suitable eye protection** must be worn at all times while working on electrical equipment.
- ☐ **Always exercise caution** when energizing electrical equipment or installations. Take steps to protect yourself and other employees from arc blast and exploding equipment in the event of a fault.
- ☐ **All power tools** will be grounded or double insulated. Tools with defective cords or wiring shall not be used.
- ☐ **Metal jewelry** should not be worn around energized circuits.
- ☐ **Extension and temporary power cords** must be heavy duty and grounded. Frayed or defective cords shall not be used.
- ☐ **Suitable temporary barriers** or barricades shall be installed when access to opened enclosures containing exposed energized equipment is not under the control of an authorized person.
- ☐ **Electrical installations** must be protected from accidental contact by enclosures or tight fitting covers.
- ☐ **GFCI's are required** on all power outlets.
- ☐ **Circuits shall not** be overloaded with equipment or extension cords.
- ☐ **Metal measuring tapes, fish tapes, ropes or other metal devices** are prohibited where they may contact energized parts of equipment or circuits.

Personal Protective Equipment (PPE)

- ☐ **Use the correct PPE** for each job assignment. If you do not know, ask.
- ☐ **PPE shall be maintained** in good condition and cleaned regularly.
- ☐ **PPE shall be stored properly** when not in use to protect it from damage.
- ☐ **Damaged or broken PPE** must be returned to your foreman for replacement.
- ☐ **Hard hats must be worn** on job sites at all times.
- ☐ **ANSI approved** safety glasses must be worn when working with power tools, compressed air or gasses, chemicals or any other item that creates an eye injury hazard.
- ☐ **Face shields** with safety glasses are recommended when grinding or working with hazardous chemicals.
- ☐ **Employees must wear** industrial work shoes in the shop and on the job site. The shoes must have complete leather uppers and skid resistant soles and be in good condition. Steel toe protection is recommended.
- ☐ **Athletic style shoes, tennis shoes, open-toe shoes, plastic or vinyl shoes or shoes with decorative accessories** are not allowed.
- ☐ **Hearing protectors must be worn** when working with loud equipment such as cut off saws, chain saws, air hammers or grinders.
- ☐ **Back support belts** should be worn for heavy lifting tasks. They do not help you lift more, but may provide some protection from back injuries.

- ☐ **Be sure the protective clothing you wear** will not hamper or restrict freedom of movement due to improper fit.
- ☐ **Long pants** of heavy-duty material must be worn. No shorts or sweat pants are allowed.
- ☐ **Do not wear loose, torn or frayed clothing**, dangling ties, finger rings, dangling earrings, jewelry items, or long hair unless contained in a hair net, while operating any machine that could cause entanglement.
- ☐ **If required, wear NIOSH approved respirators** when applying adhesives, paint, welding, grinding or working with chemicals. Read the MSDS to find out which types of respirators are required. Facial hair may not be permitted in certain circumstances.

Hazardous Materials and Chemicals

- ☐ **Read all warning labels** and Material Safety Data Sheets (MSDS) before using any chemicals. MSDS contain personal protective equipment and safety information and are available from your foreman.
- ☐ **Hazardous materials shall be handled** in accordance with the MSDS and label. If protective equipment is required, use it.
- ☐ **Eye protection must be worn** when working with hazardous materials or chemicals.
- ☐ **Mixing of chemicals is prohibited** at all times unless required by the label. Before you mix - review all MSDS.
- ☐ **Always wash your hands thoroughly** after handling chemicals and before eating or smoking, even if you were wearing protective gloves.
- ☐ **Never use solvents** for hand cleaning. Use the non-toxic hand cleaners provided.
- ☐ **Store all hazardous materials properly** in suitable containers that are properly labeled.
- ☐ **Use chemicals** only in well-ventilated areas.
- ☐ **When using secondary containers**, ensure that they are labeled as to their contents and hazards.
- ☐ **Do not disturb any asbestos.** STOP work and tell your foreman. If you are not sure, STOP and ask.
- ☐ **Do not cut or weld** stainless steel or galvanized metal without respiratory protection. These items create toxic fumes.
- ☐ **Work with lead, asbestos, cadmium** and other toxic compounds require special precautions. Do not attempt to perform this work without special equipment and training.

Fire Prevention and Housekeeping

- ☐ **Always take precautions** to prevent fires which may be started, particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.

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- ☐ **Fire fighting equipment** is to be inspected on a regular basis. All discharged, damaged or missing equipment is to be immediately reported to a supervisor. Tampering with fire equipment is prohibited.
- ☐ **Access to fire extinguishers** must be kept clear at all times. Make note of the location of fire fighting equipment in your work area.
- ☐ **Never use gasoline** or flammable solvents for cleaning purposes.
- ☐ **Smoking is prohibited** within 20 feet of where flammable substances are present.
- ☐ **In case of fire**, employees shall consider the safety of themselves and other individuals before saving property.
- ☐ **Keep your work areas** free of debris. Remove useless material from the work area as fast as required to help reduce tripping hazards.
- ☐ **Maintain awareness** of potential hazards when walking about the job site.
- ☐ **Keep tools**, materials and equipment out of walkways and stairways at all times.
- ☐ **Sharp wires** or protruding nails must be kept bent.
- ☐ **Place tools** and equipment so they will not slide off the roof.
- ☐ **Tie material down** at day's end so the wind will not blow it off the roof.

Fall Protection

- ☐ **Fall protection, such as standard railings** or a safety harness and lanyard, shall be used at all times, when working 7 1/2 feet or more above the level below.
- ☐ **Floor and wall openings**, unfinished balconies, elevator shafts and similar areas must be railed, covered or barricade to prevent falls.
- ☐ **Never remove fall protection rails**, covers, or barricades without permission from your foreman and special precautions. Always replace these items when finished with your task.
- ☐ **All safety harnesses** shall be the full body type with a shock-absorbing lanyard attached to a substantial anchorage capable of supporting twice the maximum load. Lanyards shall be attached at the wearer's upper back. Body belts are not to be worn as fall protection.
- ☐ **Read and obey all** manufacturers' instructions relating to your fall arrest system (safety harness and lanyard).
- ☐ **Inspect all components** of your harness and lanyard prior to each use and after a fall. Defective equipment is not to be used. Lanyards must be destroyed after a fall and never reused.
- ☐ **Safety harnesses and lanyards** should limit free fall distance to less than 4 feet and prevent contact with any level or objects below you.
- ☐ **Never use any part** of a fall arrest system, such as a harness or lanyard, to hoist materials or for any other purpose.
- ☐ **Safety harnesses** and shock absorbing lanyards are required to be worn at all times while in boom lifts.

Ladder Safety

- ☐ **Inspect the ladder before using it.** If it is broken, throw it out. Never repair a broken ladder, get a new one. Keep portable stairways, ladders and step stools in good condition and use them only in a safe manner.
- ☐ **Use the proper ladder for the job.** Do not use "A" frame ladders as straight ladders. Make sure the ladder is tall enough to reach the work area. Do not use metal ladders for electrical work.
- ☐ **Do not place ladders** in passageways, doorways, or any location where they might be hit or jarred, unless protected by barricades or guards.
- ☐ **Ladders should only be placed** on hard level surfaces. Make sure the ladder feet are not placed on sandy, slippery, or sloping surfaces. Clean or sweep the area where the ladder feet will be and make sure the rubber feet are in good shape.
- ☐ **Ladder rungs and steps** must be kept free of grease, oil, mud, or other slippery substances.
- ☐ **Arrange your work** so you are able to face the ladder and use both hands while climbing. Do not carry tools or equipment while climbing a ladder. Climb the ladder, and then hoist the tools or equipment with a line or a hoisting device.
- ☐ **Avoid temporary ladders.** Always use a commercially made, construction grade ladder of the proper length for the work being performed.
- ☐ **Secure portable ladders** in place and at a pitch so the leveling indicator is in alignment or the distance from the wall to the base of the ladder is at least 1' for every 4' of height.
- ☐ **Straight ladders shall** be tied off the top of the ladder to prevent slipping.
- ☐ **Be aware of objects** below you, move or cover sharp objects in case you fall. Cap or bend all rebar.
- ☐ **Do not stand** on or work from the 2nd rung from the top or above. Also do not reach too far from the ladder. Keep your belt buckle between the side rails.
- ☐ **Extension ladders shall** extend at least 36" above the level being accessed.
- ☐ **On all ladders,** do not step on cross bracing that is not intended to be used for climbing.

Scaffolds

- ☐ **Scaffolds are to be erected,** dismantled, altered or repaired by the scaffold contractor ONLY.
- ☐ **Inspect scaffolds prior** to use and report any damage immediately to your foreman. Do not use damaged scaffolds.
- ☐ **You are not permitted** to ride on rolling scaffolds being moved.
- ☐ **At least 2 people are required** to move rolling towers. Secure or remove all tools and materials before moving.
- ☐ **Always use guard railings** on all scaffolds regardless of height.
- ☐ **Use only high quality planking** on scaffolds and be sure the planks are secure to prevent shifting.
- ☐ **Always apply caster brakes** and use outriggers when scaffolds are stationary.

- ☐ **Do not use planks** or guard rails as a temporary means of obtaining greater height.
- ☐ **Be aware of the objects below you;** move or cover sharp objects in case you fall. Cap or bend all rebar.

Lockout/Tagout

- ☐ **All machinery** and electrical equipment shall be locked out and tagged prior to repair, cleaning, or adjustment unless power is necessary to perform the work. If so, other precautions, specified by your foreman, will be taken.
- ☐ **Use your own lock** and key. No one else should have a key for your lock. Destroy all duplicate keys.
- ☐ **Maintain control** of your key at all times to prevent unauthorized use.
- ☐ **Never remove another** employee's lock or energize tagged equipment.
- ☐ **If multiple employees** are working on the same equipment, each employee should install their own lock.
- ☐ **Notify all affected employees** that lockout/tagout is required and reasoning.
- ☐ **If the equipment is operating,** shut it down by the normal stopping procedure (depress stop button, open toggle switch, etc.).
- ☐ **Operate the switch,** valve or other energy isolating devices so that the energy source(s) (electrical, mechanical, hydraulic, etc.) is disconnected or isolated from the equipment.
- ☐ **Stored energy,** such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas or water pressure, etc. must also be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
- ☐ **Lock-out all** energy isolation devices with an individual lock.
- ☐ **After ensuring** that no employees are exposed and as a check of having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. Caution: Return operating controls to neutral position after the test. The equipment is now locked-out. Install red lock-out tag on operating controls.
- ☐ **After repair is complete** and the equipment is ready for testing or normal operation, check the equipment to see that all cover plates and safety devices have been reinstalled.
- ☐ **When the equipment is clear,** remove all locks and tags. The energy isolating devices may be operated to restore energy to the equipment.

Boom and Scissor Lifts

- ☐ **Only trained and authorized employees** are allowed to use boom or scissor lifts. If you are not trained, stay off.
- ☐ **Read and obey all** manufacturers' instructions and safety precautions.
- ☐ **Inspect all lifts** prior to use. Defective equipment shall not be used.
- ☐ **A safety harness** with shock absorbing lanyard must be worn while using boom lifts. Harnesses are not required for scissor lifts, provided guardrails are adequate and you do not leave the work platform.

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- ☐ **Always stay inside** the platform railing. Do not use planks or ladders to extend your reach.
- ☐ **Always lower** the lift before moving.
- ☐ **Never use scissor lifts** on uneven ground. They are designed for use primarily on concrete floors.

Hand and Power Tools

- ☐ **Proper eye protection** must be worn when using hand and power tools.
- ☐ **Know your** hand and power tool applications and limitations. Always use the proper tool for the job.
- ☐ **Inspect cords** and tools prior to use. Do not use tools that are faulty in any way. Exchange them for safe tools immediately.
- ☐ **Power tools must** be grounded or double insulated. All power tools are to be plugged into a grounded GFCI outlet.
- ☐ **Do not use** power tools in damp, wet or explosive atmospheres.
- ☐ **Do not lift, lower or carry** portable electrical tools by the power cord.
- ☐ **Keep all safety guards** in place and in proper working order.
- ☐ **Use clamps** or vises to secure work pieces.
- ☐ **Do not force** hand power tools. Apply only enough pressure to keep the unit operating smoothly.
- ☐ **Return all tools** and other equipment to their proper place after use.
- ☐ **Unplug all** power tools before changing bits and/or grinding disks.
- ☐ **Never leave** chuck keys in the tool during operation.
- ☐ **Do not use** a screwdriver as a chisel.
- ☐ **Before using sledges, axes or hammers,** be sure the handles are securely fastened with a wedge made of sound material.
- ☐ **Do not use a handle extension** or "cheater" on any wrench.
- ☐ **Files should be equipped** with handles and should not be used as a punch or pry.

Trenching and Excavation

- ☐ **All excavations and trenches 5 feet deep** or greater must be shored, sloped, or benched to protect workers from the hazards of moving earth. All trenching must be done in accordance with OSHA regulations.
- ☐ **Always locate underground utilities** before digging. Also contact regional notification centers in advance.
- ☐ **Do not work under loads** handled by lifting or digging equipment.
- ☐ **Ladders shall be provided** for access to trenches and excavations 4' deep or greater. Use them.
- ☐ **Keep all spoil piles** a minimum of 2 feet from the edge of the trench.
- ☐ **Barricade trenches** or use caution tape to warn others of their presence.
- ☐ **Inspect all trenches** and excavations daily, before work, to look for signs of shifting earth.

Cranes and Rigging

- ☐ **No employee is permitted** to ride on loads, hooks, or slings of any crane, hoist or derrick.
- ☐ **Do not work or stand under** any suspended load. Crane operators shall avoid swinging loads over people.
- ☐ **Inspect all slings** and chains prior to use. Do not use defective slings, chains, or rigging.

Welding and Cutting

- ☐ **Make sure** your welding equipment is installed properly and grounded and in good working condition.
- ☐ **Always wear** protective clothing suitable for the welding or cutting to be done.
- ☐ **Always wear proper eye protection** when welding, brazing, soldering or flame cutting. Once you remove your welding helmet, put on safety glasses.
- ☐ **Keep your work area** clean and free of hazards. Make sure that no flammable, volatile or explosive materials are in or near the work area.
- ☐ **Handle all compressed gas cylinders** with extreme care. Keep caps on when not in use. Make sure that all compressed gas cylinders are secured to the equipment carriage, wall or other structural supports. When compressed gas cylinders are empty close the valve, install the cap and return to correct bottle storage area.
- ☐ **Store compressed gas cylinders** in a safe place with good ventilation. Acetylene cylinders and oxygen cylinders should be kept at least 20 feet apart.
- ☐ **Do not weld or cut** in confined spaces without special precautions and your foreman's authorization.
- ☐ **Do not weld on containers** that have held combustibles or flammable materials.
- ☐ **Use mechanical exhaust ventilation** at the point of welding when welding lead, cadmium, chromium, manganese, brass, bronze, zinc or galvanized metals. These metals are highly toxic and their fumes should not be breathed.
- ☐ **Make sure all electrical connections** are tight and insulated. Do not use cables with frayed, cracked or bare spots in the insulation.
- ☐ **When the electrode holder** or cutting torch is not in use, hang it on the brackets provided. Never let it touch a compressed gas cylinder.
- ☐ **Dispose of electrode** and wire stubs in proper containers since stubs and rods on the floor are a safety hazard.
- ☐ **Use weld curtains** to shield others from the light rays produced by your welding.
- ☐ **Make sure all compressed gas connections** are tight and check for leaks. Do not use hoses with frayed or cracked spots.
- ☐ **Keep your leads** orderly and out of walkways. Suspend them whenever possible.
- ☐ **DO NOT WELD** if leads or machine are in or near water.
- ☐ **Make sure** a portable fire extinguisher is nearby.

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- ☐ **Keep your work area clean** and free of hazards. When flame cutting, sparks can travel 30-40 feet. Do not allow flame cut sparks to hit hoses, regulators or cylinders.
- ☐ **Use oxygen and acetylene** or other fuel gases with the appropriate torches and tips only for the purpose intended.
- ☐ **Never use acetylene** at a pressure in excess of 15 pounds per square inch. Higher pressure can cause an explosion.
- ☐ **Never use oil, grease or any other** material on any apparatus or thread fitting in the oxyacetylene or oxyfuel gas system. Oil and grease in contact with oxygen will cause spontaneous combustion.
- ☐ **Always use the correct** sequence and technique for assembling and lighting the torch. Always use the correct sequence and technique for shutting off a torch.
- ☐ **Check valves must be used** on all compressed gas cylinders to prevent back flow of the gas.

Company Vehicles

- ☐ **Only authorized employees** are permitted to operate company vehicles. Do not let anyone else drive your company vehicle.
- ☐ **Company vehicles** are to be used for company business only. Personal, off duty and family use is prohibited.
- ☐ **Drive defensively** and obey all traffic and highway laws.
- ☐ **Always wear** your seat belt, whether the driver or a passenger.
- ☐ **Report all accidents** as soon as possible to your supervisor and obtain a police report.
- ☐ **Keys must be removed** from all unattended vehicles and the vehicles must be locked, unless parking inside the facility.
- ☐ **Do not jump** from the cab or bed of company vehicles. Always use the stairs or a ladder.
- ☐ **Inspect your vehicle** and report any defects or operating problems to your supervisor so that repairs can be made.
- ☐ **No smoking** while refueling.
- ☐ **If your driver's license** is revoked or expired, immediately notify your supervisor and do not drive.

Traffic Safety

- ☐ **All employees exposed** to traffic hazards are required to wear orange flagging garments (shirts, vests, jackets) at all times.
- ☐ **When possible,** construction vehicles are to be placed between the employees and traffic to prevent vehicles from entering the work area and hitting members of the crew.
- ☐ **All traffic controls** will be established in accordance with the Manual of Traffic Controls for Construction and Maintenance Work Zones.
- ☐ **Traffic controls** are to be properly maintained throughout the workday. Signs and cones must be kept upright, visible and in their proper position at all times.

Code of Safe Practices - Amendment

Any and all accidents or incidents regardless of nature are to be reported directly to Bill Krizmanic at 815-482-8553.

Disciplinary actions may be taken if any employee fails to report an accident or incident within thirty 30 minutes of occurrence.

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Austin & Tyler Construction, INC.

I have read these instructions, understand them, and will comply with them while working for the company.

I also understand that I am to report any injury to my foreman or superintendent immediately and report all safety hazards.

- ☐ I am not required to work in area I feel is not safe.
- ☐ I am entitled to information on any hazardous material or chemical I am exposed to while working.
- ☐ I am entitled to see a copy of THE COMPANY Safety and Health Manual.
- ☐ I will not be discriminated against for reporting safety concerns.

Exp. Date _____

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2022-R-050, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND AUSTIN TYLER CONSTRUCTION FOR DOROTHY LN & IRONWOOD DR. WATER MAIN REPLACEMENT**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 17, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 17th day of May, 2022.

VILLAGE CLERK