

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and **Utility Dynamics Corp.** (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 **Five Hundred and Fifty Three Thousand, Four Hundred Eighteen and 10/100 Dollars (553,418)**. 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 wavier or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CERTIFICATIONS BY CONTRACTOR

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 Philip A. Whalen, as Vice President and on behalf of Utility Dynamics Corp. (Name) (Title) 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 September 3, 1971

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

Describe supporting documentation attached: Certificate of Good Standing

Federal Employer I.D. #: 36-2776022

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

Registered with Illinois Department of Revenue: Yes No

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

Registered with Illinois Department of Employment Security: Yes No

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

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

| License | Number | Date Issued | Current Expiration | Holder of License |
|----------------------------|-------------|-------------|--------------------|------------------------------|
| City of Elgin-Electrical | 23-00013179 | 12/01/22 | 12/31/23 | Mark Reckamp |
| City of Aurora- Electrical | CNTR-01772 | 06/22/21 | 09/12/23 | Utility Dynamics Corporation |
| | | | | |

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

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

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

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

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

 Form C Additional Information (if required)

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

 Illinois Department of Revenue registration

 Illinois Department of Employment Security registration

 Standards of Apprenticeship/Apprentice Agreements

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

 Written Safety Policy Statement signed by company representative

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

 Workers' Compensation Coverage

 Professional or Trade Licenses

Eligibility to Contract

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

Utility Dynamics Corp.
Name of Contractor (please print)


Submitted by (signature)

Philip A. Whalen

Vice 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.

Utility Dynamics Corp.
Name of Contractor (please print)


Submitted by (signature)

Philip A. Whalen

Vice 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.

Utility Dynamics Corp.
Name of Contractor (please print)


Submitted by (signature)

Philip A. Whalen

Vice 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.

Utility Dynamics Corp.
Name of Contractor (please print)


Submitted by (signature)

Vice President
Title

Philip A. Whalen

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

The undersigned hereby certifies that:

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

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

Utility Dynamics Corp.
Name of Contractor (please print)


Submitted by (signature)

Vice President
Title

Philip A. Whalen

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

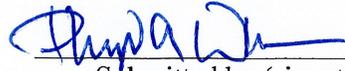
This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding

current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Utility Dynamics Corp.
Name of Contractor (please print)

Vice President

Title



Submitted by (signature)

Philip A. Whalen

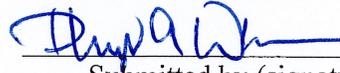
Certificate of Compliance with the Village of Tinley Park Responsible Bidder Ordinance

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

Utility Dynamics Corp.
Name of Contractor (please print)

Vice President

Title



Submitted by (signature)

Philip A. Whalen

[Signature Page to Follow]

Utility Dynamics Corp.

BY: 

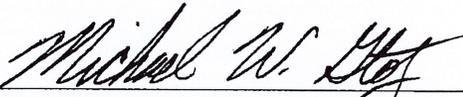
01/23/2023

Printed Name: Philip A. Whalen

Date

Title: Vice President

VILLAGE OF TINLEY PARK

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

1/17/2023
Date

ATTEST:


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

1/17/2023
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Odyssey Project as detailed in:

- **Christopher Burke Engineering Letter of Recommendation**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form C

Additional Information Required

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

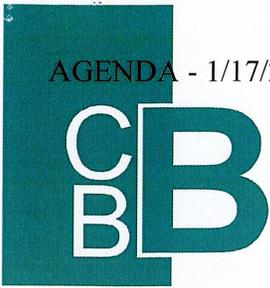
Statement of past three (3) years experience on public construction projects.

| Public Body/ Project Name/Year | Reference Name/ Phone # | Original Price/ Final price | Subcontractors |
|---|--|--------------------------------|---|
| Village of Glen Ellyn CBD Streetscape-PH I 2022 | Jeff Moyer- A. Lamp Concrete (847)891-6000 | \$714,052.00 | NONE |
| Village of Rosemont W. Higgins- Devon Street Lighting 2022 | Anthony Derrico Burke, LLC (847)823-0500 | \$2,276,655.00 | McGinity Landscaping Orange Crush |
| Village of Mount Prospect Lonnquist Blvd. St Lighting 2022 | Casey Botterman (847)870-5640 | \$109,495.00 | NONE |
| City of Blue Island City PLOT LED Ltg. 2022 | Anthony Derrico Burke, LLC (847)823-0500 | \$115,487.00 | NONE |
| Village of Winnetka Lincoln Ave. Streetscape 2021 | Frank Aiello A Lamp Concrete (847)891-6000 | \$177,171.00 | NONE |
| Village of Winnetka Winnetka Streetscape Phase IV 2022 | Jeff Moyer- A. Lamp Concrete (847)891-6000 | \$469,186.00 | NONE |
| Village of Bensenville 2021 Residential St Ltg 2021 | Mehul Patel (630)594-1196 | \$805,160.00 | Arteaga Landscape & Erosion Control, LLC |
| Village of Itasca DCEO Street Lighting 2021 | Mark Wesolowski (815)412-2710 | \$241,130.00 | NONE |
| Village of Romeoville Lake Strini/ Beverly J. Griffin Drive Decorative Lighting 2021 | David Schilling (219)765-0481 | \$169,098.00 | NONE |

** Additional references available upon request. **

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

| Date | Law | Determination | Penalty |
|------|-----|---------------|---------|
| | | | |
| | | N/A | |
| | | | |
| | | | |
| | | | |



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 9, 2023

Village of Tinley Park
 16250 South Oak Park Ave
 Tinley Park, IL 60477

Attention: Mr. Terry Lusby

Subject: Bid Evaluation and Recommendation
 Odyssey Club Subdivision LED Street Lighting Replacement
 Village of Tinley Park
 (CBBEL Project No. 160373.0003D)

Dear Mr. Lusby:

Two bids for the subject project were received and opened on December 7, 2022, shortly after 10:00 a.m. in Village Hall. The two bids are summarized below and all bids tabulated in detail on the attached spreadsheet.

| COMPANY | Base Bid Total |
|---|----------------------|
| UTILITY DYNAMICS CORP. | \$ 753,113.51 |
| H & H ELECTRIC CO. | \$ 810,629.92 |
| <i>Engineer's Opinion of Probable Construction Cost</i> | <i>\$ 781,550.00</i> |

Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications and acknowledged/incorporated Addendum Nos. 1 and 2 in their respective bids. We believe that the two bidders are qualified to perform the work.
2. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form for any of the bidders.
3. Christopher B. Burke Engineering, Ltd. (CBBEL) recommends that the Village award a contract in the amount of \$553,418.00 to Utility Dynamics Corporation of Oswego, Illinois for the subject project. Utility Dynamics Corporation has provided the lowest bid and is considered qualified to perform the work. This amount (\$553,418.00) represents the luminaire, pole and unit duct line items which have long lead times and may be subject to price increases if not ordered right away.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" being the most prominent.

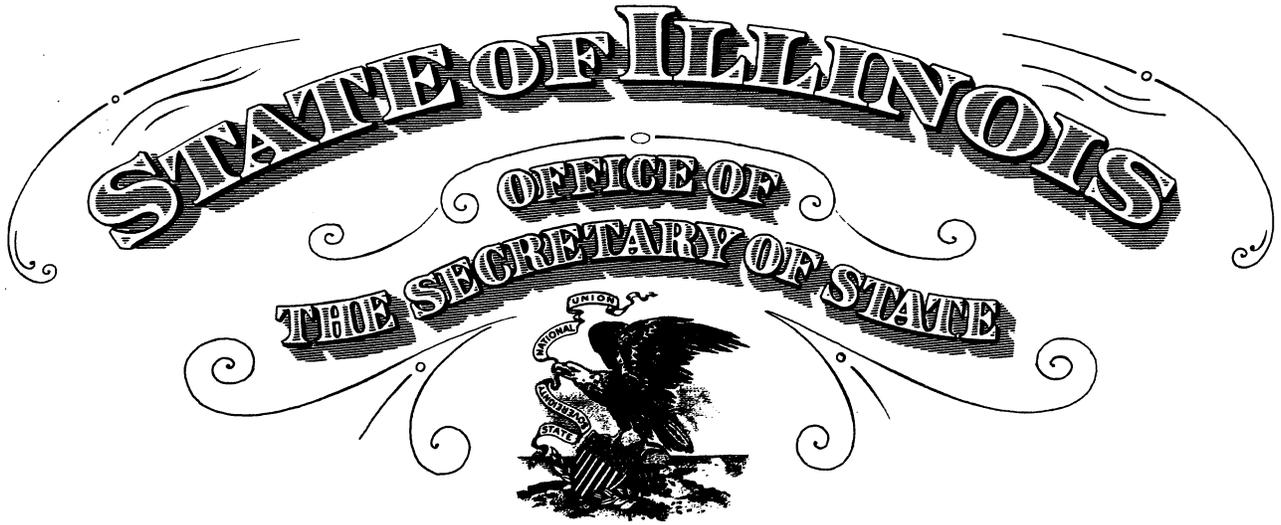
John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/pjb

N:\TINLEYPARK\160373\160373.00003D\Admin\L1.010923.docx

File Number

4988-685-3



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

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



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of JANUARY A.D. 2023 .

Authentication #: 2302002694 verifiable until 01/20/2024
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
SECRETARY OF STATE

Rate Determination

Just changed w/E% 1/15/23



ides.illinois.gov

#BWNKMGV
 #CNXX XX3X 1139 8489#
 UTILITY DYNAMICS CORPORATION
 UTILITY DYNAMICS CORPORATION
 23 COMMERCE DR
 OSWEGO IL 60543-9305

Mail Date: 01/05/2023
 Letter ID: CNXXXX3X11398489

Account ID: 0474916
 Name: UTILITY DYNAMICS CORPORATION
 Protest Due Date: 01/20/2023
 For Calendar Year: 2023
 Wage Base: \$13,271.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2022

$$6.050\% \text{ RATE} = \left(\frac{\$52,890.00 \text{ Benefit Charges} \times 138.40\% \text{ BCF}}{\$1,675,696.88 \text{ Taxable Wages}} \times 127.00\% \text{ ASEF} \right) + 0.00\% \text{ Penalty Rate} + 0.55\% \text{ FBR}$$

| QUARTERLY DETAIL | | |
|------------------|------------------|---------------------|
| QTR / YEAR | BENEFIT CHARGES | TAXABLE WAGES |
| Q3/2019 | 4,488.00 | 61,258.73 |
| Q4/2019 | 5,049.00 | 42,745.45 |
| Q1/2020 | 4,726.00 | 369,129.20 |
| Q2/2020 | 0.00 | 39,356.39 |
| Q3/2020 | 0.00 | 31,095.12 |
| Q4/2020 | 0.00 | 43,919.22 |
| Q1/2021 | 11,088.00 | 301,642.00 |
| Q2/2021 | 3,089.00 | 92,991.79 |
| Q3/2021 | 2,020.00 | 77,029.17 |
| Q4/2021 | 4,133.00 | 178,913.62 |
| Q1/2022 | 18,297.00 | 371,998.41 |
| Q2/2022 | 0.00 | 65,617.78 |
| TOTALS | 52,890.00 | 1,675,696.88 |

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.300% or higher than 8.100% plus the fund builder and any statutory surcharge.

138.40% is the Benefit Conversion Factor (BCF) per 820 ILCS 405/1502.2.

After Benefit Charges are multiplied by the BCF and divided by Taxable Wages, the result becomes the Benefit Ratio and is rounded to one-tenth thousandth of one percent per 56 Ill. Adm. Code 2765.200.

127.00% is the Adjusted State Experience Factor (ASEF) per 820 ILCS 405/1504 and 1505.

After the Benefit Ratio is multiplied by the ASEF, this figure is rounded to one-tenth of one percent per 820 ILCS 405/1506.1.

0.55% is the Fund Building Rate (FBR) per 820 ILCS 405/1506.3.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.00 pays contributions at 5.400% for that quarter per 820 ILCS 405/1506.1.

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.

United States Department of Labor
Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training
Certificate of Registration

I.B.E.W. LOCAL #9 MIDDLE STATES ELECTRICAL CONTRACTORS ASSN.
Hillside, Illinois
For the Trades of Line Maintainer

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



Revised May 5, 2003
August 26, 1992

Date _____
IL015920003
Registration No. _____

Loi. Chao
Secretary of Labor

Anthony Suro
Administrator, Apprenticeship Training, Employer and Labor Services



**Illinois Department
of Transportation**

**Substance Abuse
Prevention
Program Certification**

Letting Date: 1/18/2023 Item No.: _____
Contract No.: Odyssey LED Street Lighting-Tinley Park
Route: _____
Section: _____
Job No.: _____
County: _____

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Utility Dynamics Corporation
Contractor/Subcontractor

Philip A. Whalen
Name of Authorized Representative (type or print)

Vice President
Title of Authorized Representative (type or print)


Signature of Authorized Representative

01/23/2023
Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE
OSWEGO, ILLINOIS 60543
e-mail: contact@utilitydynamicscorp.com

PHONE:
(630) 554-1722
FAX (630) 554-1195

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

Company Safety and Health Policy

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

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

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

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

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



Philip A. Whalen, Vice President



Date

License No. 23-00013179

Control No. 0011872

CITY OF ELGIN

ELECTRICAL CONTRACTOR

To

RECKAMP, MARK

RECKAMP, MARK
23 COMMERCE DR

OSWEGO IL 60543-9305

Issue date: December 01, 2022

Expiration date: December 31, 2023

Christie Maday

From: Contact
Sent: Tuesday, September 13, 2022 11:26 AM
To: Christie Maday
Subject: FW: License No.: CNTR-01772 Site Address: 23 COMMERCE DR

-----Original Message-----

From: DevServicesAdmin@aurora.il.us <DevServicesAdmin@aurora.il.us>
Sent: Tuesday, September 13, 2022 11:20 AM
To: Contact <contact@utilitydynamicscorp.com>
Subject: License No.: CNTR-01772 Site Address: 23 COMMERCE DR

Thank you for your license application and willingness to comply with Aurora's Regulations.
Your license is now in an ACTIVE Status.

If you need to tie your newly licensed or renewed company to a permit in review, Please ensure that you inform us of any permits you are associated with.

Please take a moment to file a customer satisfaction survey here http://www.surveymonkey.com/s/app_process

License Detail

License No. CNTR-01772
License Type **ELECTRICAL CONTRACTOR**
SubType UNLIMITED
Site Address 23 COMMERCE DR
Status ACTIVE
Issued Date 6/22/2021 12:00:00 AM
Expired Date **9/12/2023 12:00:00 AM**

Location Detail

Site Address 23 COMMERCE
PIN Number ANYWHERE
Unit Number DR
Description

Owner Detail - Please verify if anything has changed and reply if anything has.

Owner JOSEPH B SPENCER
Company UTILITY DYNAMICS CORPORATION
DBA UTILITY DYNAMICS CORPORATION
Address1 23 COMMERCE DR
Address2
CSZ OSWEGO, IL 60543
Email cmaday@utilitydynamicscorp.com
Phone 6305541722
Emergency



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2023

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

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

| | | |
|--|--|------------------------|
| PRODUCER HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515 | CONTACT NAME: CSUConstruction PHONE (A/C, No, Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Liberty Mutual | NAIC # 23043 |
| INSURED Utility Dynamics Corporation 23 Commerce Drive Oswego IL 60543 | INSURER B : Columbia Casualty Company | NAIC # 31127 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER: 1844139839

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------------|---|-----------|----------|--|-------------------------------------|-------------------------------------|--|--------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | TB2-Z91-473583-012 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 250,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | AS2-Z91-473583-022 | 11/1/2022 | 11/1/2023 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | TH7-Z91-473583-062 | 11/1/2022 | 11/1/2023 | EACH OCCURRENCE | \$ 10,000,000 |
| | | | | | | | AGGREGATE | \$ 10,000,000 |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WC2-Z91-473583-032 | 11/1/2022 | 11/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| A B B | Leased/Rented Equip Professional/Pollution Liability | | | YM2-Z91-473583-052 CEO6072428988 CSB6072429008 | 11/1/2022 11/1/2022 11/1/2022 | 11/1/2023 11/1/2023 11/1/2023 | Limit: Limit (Occ/Agg): Deductible: | \$375,000 \$2,000,000 \$10,000 |

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

RE: #2983; Odyssey LED Street Lighting
 Village of Tinley Park (Owner) and Christopher B. Burke Engineering, Ltd. (Engineer) are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Village Of Tinley Park
 16250 S. Oak Park Ave.
 Tinley Park IL 60477

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Countersigned by



Authorized Representative

Issued

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Countersigned by



Authorized Representative

Issued