
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2023-R-077**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND SKC CONSTRUCTION FOR 2023 PAVEMENT CRACK FILL PROGRAM
(YEAR 2 OF 3)**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2023-R-077

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SKC CONSTRUCTION FOR 2023 PAVEMENT CRACK FILL PROGRAM (YEAR 2 OF 3)

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 SKC 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.

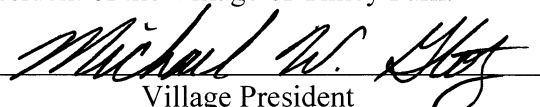
ADOPTED this 18th day of July, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 18th day of July, 2023, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

EXHIBIT 1

2023 PAVEMENT CRACK FILL PROGRAM SKC CONSTRUCTION (YEAR 2 OF 3) CONTRACT

VILLAGE OF TINLEY PARK

SERVICE CONTRACT – 2023 Pavement Crack Fill Program Year 2 of 3

This contract is by and between the Village of Tinley Park, an Illinois home-rule municipal corporation (the “Village”), and SKC Construction, Inc. (the “Contractor”), for the project or work described in Exhibit A, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed One Hundred Eighty-Five and 00/100 Dollars (\$185,000.00). 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 on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
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 Jeffrey K. Bergquist, as President and on behalf
(Name) (Title)
of SKC 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:

10-15-81

Authorized to do business in the State of Illinois:

Yes ☒ No ☐

Describe supporting documentation attached: See attached Certificate of Eligibility

Federal Employer I.D. #: 36-3171924

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



Illinois Department of Transportation

This document is privileged
information and is provided only to
Village of Troy Park
No reproduction or transmission
of this document is allowed
without the expressed written
consent of SKC Construction, Inc.
This contains confidential financial
information and is exempted from the
Freedom of Information Act disclosure.

Certificate of Eligibility

SKC Construction, Inc.
P.O. Box 503 WEST DUNDEE, IL 60118

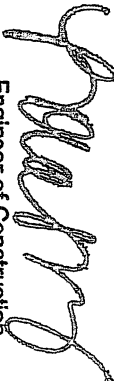
Contractor No 5289

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$14,151,000.00

006	CLEAN & SEAL CRACKS/JOINTS	\$3,675,000
15A	COVER & SEAL COATS (A)	\$1,600,000
27A	PAVT. MARKING (PAINT)	\$1,875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 6/8/2022 TO 5/31/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 6/8/2022.


Engineer of Construction

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

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

MyTAX Illinois
Weekly Payroll Tax withholding
Submissions

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

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

I.D.E.S. Rate Determination

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:

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
<u> </u>				



< **More account options**

Submissions

Withholding

36-3171924-000

S K C CONSTRUCTION INC

Submissions are things you have submitted online for processing. Common examples include returns and payments.

Submissions older than 12 months can be found using the search.

Processed Deleted

Search

Processed From 5/22/2022



Processed To



Requests

Filter

Date	Title	Period	Confirmation Number
5/20/2023	Payment Request	6/30/2023	1-031-631-568
5/13/2023	Payment Request	6/30/2023	1-173-492-432
5/6/2023	Payment Request	6/30/2023	1-458-422-480
4/29/2023	Payment Request	6/30/2023	0-865-508-560
4/22/2023	Payment Request	6/30/2023	0-448-662-736
4/15/2023	Payment Request	6/30/2023	0-671-392-976
4/8/2023	Payment Request	6/30/2023	0-044-677-328
4/1/2023	Payment Request	3/31/2023	1-916-266-704
4/1/2023	Return for 3/31/2023	3/31/2023	0-978-249-936
3/25/2023	Payment Request	3/31/2023	1-516-652-752
3/18/2023	Payment Request	3/31/2023	0-028-676-304
3/11/2023	Payment Request	3/31/2023	0-822-485-200
3/3/2023	Payment Request	3/31/2023	0-478-388-048

Rate Determination



ides.illinois.gov

#BWNKMGV
#CNXX X195 9969 6728#
S K C CONSTRUCTION, INC.
S K C CONSTRUCTION INC
695 CHURCH RD
ELGIN IL 60123-9308

Mail Date: 01/05/2023
Letter ID: CNXXX19599696728

Account ID: 0769869
Name: S K C CONSTRUCTION, INC.
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

$$8.650\% \text{ RATE} = \left(\frac{\$651,991.00 \text{ Benefit Charges} \times 138.40\% \text{ BCF}}{\$1,331,250.85 \text{ Taxable Wages}} \times 127.00\% \text{ ASEF} \right) + 0.00\% \text{ Penalty Rate} + 0.55\% \text{ FBR}$$

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2019	0.00	108,755.07
Q4/2019	27,351.00	33,305.49
Q1/2020	130,873.00	57,710.09
Q2/2020	0.00	285,738.55
Q3/2020	0.00	23,019.21
Q4/2020	0.00	38,558.75
Q1/2021	152,308.00	44,448.91
Q2/2021	50,057.00	328,191.93
Q3/2021	1,016.00	26,296.82
Q4/2021	51,606.00	32,622.77
Q1/2022	174,717.00	39,904.50
Q2/2022	64,063.00	312,698.76
TOTALS	651,991.00	1,331,250.85

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.

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):

HUB Form A: N/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.

HUB 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. *See attached Employee List.*

HUB Form C Additional Information (if required)

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

HUB Illinois Department of Revenue registration

HUB Illinois Department of Employment Security registration

HUB Standards of Apprenticeship/Apprentice Agreements

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

HUB Written Safety Policy Statement signed by company representative

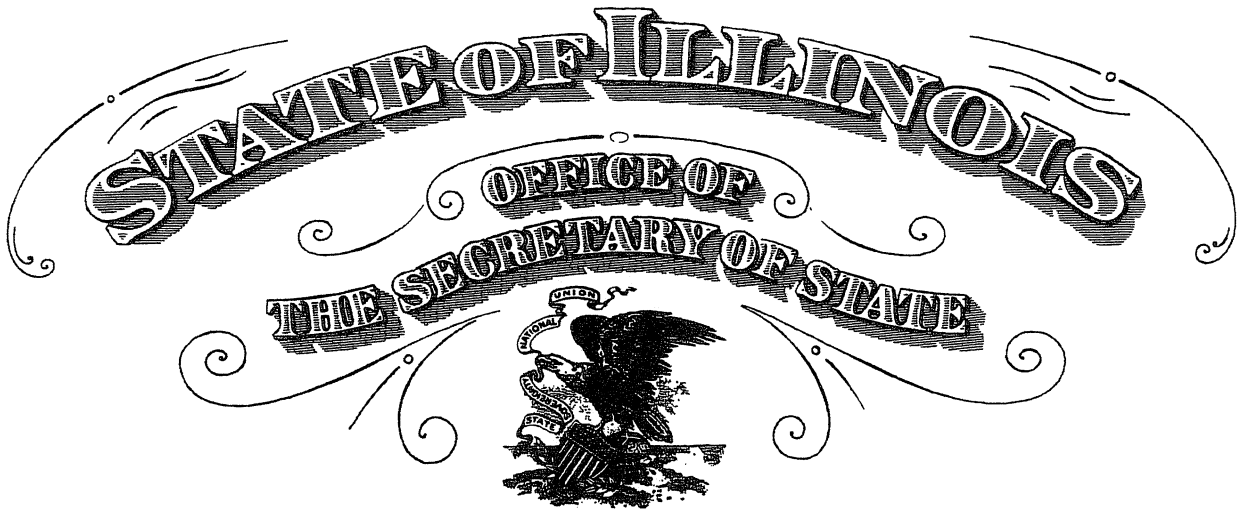
HUB OSHA cards evidencing 10-hour or greater safety program completed, if requested

HUB Workers' Compensation Coverage

HUB Professional or Trade Licenses N/A

File Number

5254-132-8



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, 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

SKC CONSTRUCTION, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON OCTOBER 15, 1981, 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 22ND day of MAY A.D. 2023 .

Authentication #: 2314200436 verifiable until 05/22/2024

Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE


C.C. CONSTRUCTION INC. • P.O. BOX 503, WEST DUNDEE, ILLINOIS 60118 • Telephone: 847/214-9800 Fax: 847/214-9032

Apprenticeship and Training Certification disclosure:

Crack Seal Bids:

Associated Builders & Contractors of Illinois, Inc. (program sponsor) for the craft of Construction Craft Laborer.



SKC CONSTRUCTION INC. • P.O. BOX 503, WEST DUNDEE, ILLINOIS 60118 • Telephone: 847/214-9800 Fax: 847/214-9023

SUBSTANCE ABUSE PREVENTION PROGRAM DRUG AND ALCOHOL POLICY

POLICY OBJECTIVE

SKC Construction Inc. recognizes the importance of protecting the health, safety and well-being of all its employees and subcontractors. SKC Construction wants to do all it can to provide a safe workplace free of risks created by alcohol and drug abuse. We are familiar with the effects of alcohol and other drugs and how use of these drugs eventually takes its toll on job performance. It is our goal for employees and subcontractors to be able to perform their duties safely and in the best interests of their fellow workers and our customers when they report for their job. In addition, SKC Construction expects all employees and subcontractors to assist in maintaining a work environment that is free from the use of alcohol, controlled substances and other mood-altering drugs.

I. APPLICABILITY

This policy applies to all SKC Construction employees and subcontractors and to those applicants SKC Construction may hire in the future.

II. REGULATED SUBSTANCES

- A. Cannabis/Tetrahydrocannabinol (THC)
Opiates
Cocaine
Amphetamines
Phencyclidines
- B. Alcohol

III. PROHIBITED USE, MANUFACTURE, DISTRIBUTION OR SALE

SKC Construction employees and subcontractors are prohibited from the manufacture, use, sale, dispensing, distributing or having possession of illegal controlled substances of alcohol on company premises or other work sites. Any employee convicted of criminal drug abuse/possession on duty must notify their immediate supervisor within 5 days of the conviction.

EMPLOYEES AND SUBCONTRACTORS SHALL NOT:

1. Possess or attempt to distribute, sell, obtain, manufacture, transfer, transport, share or receive any illegal drug.
2. Misuse any substance or substances that may impair job performance or pose a hazard to the safety and welfare of the employee or any other employee on company premises, on company property, in company vehicles or during company time.

PROHIBITED USE: ALCOHOL:

No employee shall, or supervisor having knowledge of, permit an employee to:

1. Report to work with any detectable level of alcohol.

2. Possess alcohol during company time or on company premises.
3. Report for duty within four hours of consuming alcohol.
4. Consume alcohol within 8 hours of an accident (if required to be tested) or until testing is completed.

PROHIBITED USE: CONTROLLED SUBSTANCES:

No employee shall, or supervisor having knowledge of, permit an employee to:

1. Report for duty or remain on duty when using a controlled substance. Exception: If the use is pursuant to instructions of a physician who has provided written documentation that the substance does not adversely affect the ability to safely perform their job duties.
2. Report for duty or remain on duty after having tested positive for controlled substances. Employees and subcontractors must report any prescription or non-prescription medication use that may cause adverse affects. It is the employee's responsibility to read labels and make supervisors aware that medication may affect their job performance. (Supervisor has the right to reassign duties of any employee for the duration of taking medication). If an employee fails to report usage of prescription or non- prescription medication that can affect performance, they will be subject to disciplinary action including possible termination.

IV. REQUIRED TESTING CIRCUMSTANCES

- A. **Pre-employment:** When there is a job offer pending, SKC Construction will require a negative controlled substance test result. Applicant will not be allowed to report for duty until a negative controlled substance test is verified. If any job applicant fails to pass the controlled substance test with a negative test result, offer of employment will be withdrawn. The applicant may re-apply after 6 months have passed after the original application date.
- B. **Random Testing:** SKC Construction will pay for random drug & alcohol testing. SKC Construction is enrolled in a program for random testing with A & M Exams, Inc. These selections are done by a valid computer method. Tests are unannounced and spread throughout the year. Each employee has an equal chance of being selected for testing each time a selection is done.
- C. **Post Accident Testing:** SKC Construction will pay for post accident testing. Any accident occurring on company time or on company property involving an injury that is reportable by law to Worker's Compensation, or requires medical attention, or if employee requests to be seen by a medical professional or results in any property damage. In these instances, the involved employee(s) must be transported by a supervisor to the testing facility and will be tested for alcohol and controlled substances as soon as possible following accident. Tests for alcohol should be completed within 2 hours and at least by 8 hours. A controlled substances test must be completed within 32 hours. Post accident breath of Federal, State, or Local officials having independent authority may conduct blood testing, if the test results can be obtained by the employer.
- D. **Reasonable Suspicion Testing:** SKC Construction will pay for testing. Employees and subcontractors are required to submit to alcohol or controlled substance testing whenever there is a reasonable suspicion that

a prohibition of this policy has been violated. The owner, project managers, and/or immediate supervisors will be authorized to determine, based upon observations or other behaviors, whether alcohol or controlled substance testing be conducted. Such testing should occur as soon as possible.

- E. **Return to Duty:** The employee will pay for testing. If any of the test results are positive, employee agrees to obtain the service of a substance abuses professional for evaluation and/or treatment and must abide by his or her recommendation. Once treatment is completed, employee may, upon approval from the Owner, return to his or her previous position.
- F. **Follow-Up Testing:** The employee will pay for testing. If it determined that an employee is in need of assistance revolving misuse, the employee understands that they are subject to unannounced follow up testing as directed by the substance abuse professional. This testing includes a minimum of 6 unannounced tests over the first 12 months following the completion of their treatment program. Additional unannounced testing may continue for up to 5 years.

V. TESTING PROCEDURES:

Testing shall be conducted in a matter to ensure adherence to standards of confidentiality, privacy, accuracy and reliability as approved by the Department of Health and Human Services.

- A. Controlled substance Testing
 - 1. Urine will be the required substance and will be collected under controlled circumstances.
 - 2. Urine will be collected in a single cup and shall be labeled thoroughly to preserve identity.
 - 3. Specimens will be taken at Advocate Sherman Immediate Care Center, 2320 Royal Blvd, Elgin, IL 60123, phone number 224-783-4440.
 - 4. Specimens undergo testing by an initial screening procedure, which is followed by GC-MS confirmation testing, if necessary.
 - 5. The urine is positive for a substance if the substance is present in an amount greater than the minimum threshold.
 - 6. The Medical Review Officer will contact the employee if there is a positive result to verify the result.
 - 7. The Medical Officer reports the results to the employer or program supervisor.
 - 8. The Medical Review Officer will give the donor the option of testing the remaining specimen at a laboratory of their choice at the employee's expense.
- B. Alcohol Testing
 - 1. Evidential Breath test Breath Alcohol.
 - 2. Test is conducted by a Health Care Professional.
 - 3. Tester uses an approved Q.E.D. A150 Alcohol device.
 - 4. The initial test must give results of not detectable level of alcohol or a retest (confirmation) test must be done following a 15-minute wait.
 - 5. A Certified Breath Alcohol Technician using an Evidential Breath Test device will conduct confirmation test.

6. If the confirmation test reveals any detectable level of alcohol, the individual is in violation of this policy.

VI. REFUSAL TO SUBMIT

The employee is determined to have refused to submit to testing if:

1. He/She refused to take the test.
2. If there is an inability to produce the required urine specimen amount after consuming 44 ounces of fluid and within the 3 hours allowed, or decline of a breath test without a valid medical explanation.
3. He/She fails to report within the required time period for testing. This refusal constitutes a positive test and is therefore subject to the consequences of this policy.

VII. CONSEQUENCES

An employee who tests positive for controlled substances or alcohol, is in violation of this policy and the employee will be terminated immediately. In order to be eligible for rehire, an employee has the option of being seen and evaluated by a substance abuse professional (SAP). They are required to fulfill all treatment that is recommended by the SAP. After completing treatment, employee is eligible to reapply for a position with the company. Test results must be negative for employee to be fully reinstated to job position. If the return to duty test is positive, the employee will not be eligible for rehire. Employee is responsible for payment of all treatment/rehabilitation, return to duty and follow up testing for controlled substance and/or alcohol testing.

VIII. OTHER PROHIBITIONS

A. Adulterants:

Any employee who refuses to take the drug or alcohol test, or is found to have adulterated, substituted, tampered, misidentified, or otherwise acted to deceive the employer regarding test samples will be immediately terminated.

B. Dilute Specimens:

Employees and subcontractors are required to provide a normal urine specimen for testing. If the drug screen test result is reported as dilute the employee must be tested again immediately. The employee will be required to re-test at their expense until a normal sample is given.

IX. RECORD KEEPING

A. Retention Period

1. The following records will be retained for 5 years.
 - Verified positive drug test results
 - Confirmed positive alcohol results (any detectable level)
 - Documentation of refusals
 - Employee referrals to the SAP
2. The following results will be retained for 2 years
 - Records related to all processes and employee training
3. The following results will be retained for 1 year
 - Records of negative drug test and breath alcohol test results

B. Type of Records

1. Collection Process:

- Random selection documents

- Calibration documents
 - Reasonable suspicion documents
 - Post accident decision documents
 - Documents verifying medical inability to provide adequate breath or urine
2. Test Results:
 - Employer's copy of alcohol tests
 - Employer's copy of controlled substance chain of custody
 - Documents from MRO
 - Documents related to refusal to submit
 - Documents presented by employee to dispute refusal to submit
 3. Evaluations:
 - Determinations by SAP of assistance needed to resolve misuse
 - Compliance with SAP
 4. Education and Training:
 - Materials on misuse awareness, including the policy, drivers signed receipt of educational materials
 - Documents of supervisor training to qualify for making reasonable suspicion judgments
 5. Agreements with collection sites, labs, consortiums
- C. Access to Records
 1. The employee is entitled to a copy of his/her records

X. TRAINING

- A. Those designated to determine if reasonable suspicion exists must receive 60 minutes of alcohol and 60 minutes of controlled substance training, which covers the physical, speech and performance indicators of misuse.
- B. Each covered employee must be provided materials (such as film or written) and the company policy and the name of the person who can answer questions about the material.
- C. Each employee must sign a certificate of receipt of the materials.

XI. DRUG & ALCOHOL POLICY AGREEMENT

I understand and agree to comply with this company policy regarding controlled substances and alcohol use and/or abuse. I further understand that failure to comply with this policy may result in dismissal from employment.

I understand that I am responsible for the payment regarding the return to duty test, the follow-up testing, and any required rehabilitation/treatment under this policy. I understand that SKC Construction will pay for pre-employment, random, post-accident and reasonable suspicion drug and alcohol testing.

Employees may terminate their employment at any time, for any reason. Employees are employed at the will of the Company and are subject to termination at any time, for any reason, with or without cause or notice. All employment with the Company is terminable AT-WILL. Nothing in this handbook or any memoranda is intended to change or modify this AT-WILL.

tenet or create an expressed or implied contract of employment. Only the President has the authority to approve an employment contract between the Company and any employee.

None of the policies, procedures, or benefits described in this handbook is intended by reason of their statement in this manual to confer any rights or privileges upon any employee, or to entitle any employee to be or remain employed. While the Company believes in the policies described in this handbook, they are not binding employment conditions or an employment contract. The Company reserves the right to modify or cancel any of the provisions, policies or benefits set out, described or referenced in this handbook at any time and without notice. Any modifications or cancellation will be determined by the President. When changes are made, the Company, through the corporate office, will endeavor to provide each manager with revised pages for this handbook. Policy changed will be effective, however, regardless of whether this handbook is updated. Each manager is responsible for keeping copies of this handbook in an up-to-date condition.

Occasionally, special circumstances arise that create the need for a policy exception. Requests for exceptions must be made in writing and must be forwarded through normal reporting channels to the corporate office. If a major exception is involved, the request will then be sent to the President for approval. No exception is valid unless approved in writing by the President. The making of a special exception will not have the effect of permanently modifying the relevant policy or constitute approval for granting an exception in any instance.

The purpose of this acknowledgement form is to let the Corporate Office know that you have received and read your copy of this policy. When you have finished reading your policy, sign the appropriate space and give it to your supervisor. This form will become a permanent part of your file.

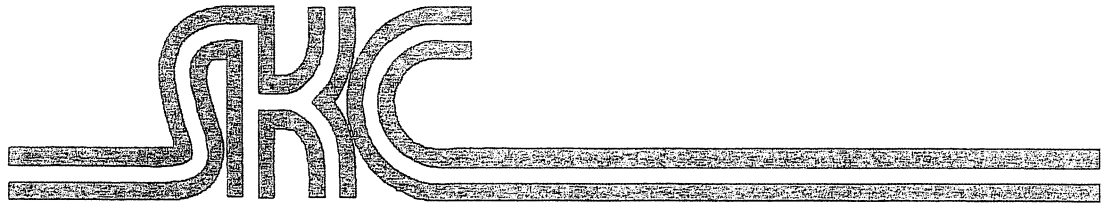
If you have any questions regarding the policy or related matters while you are employed by the Company, ask your supervisor or the Corporate Office.

This is to acknowledge that I have received my copy of the Drug and Alcohol Policy and an orientation on its contents. As a condition of employment, I agree to abide by all the rules and regulations in the Random Policy and any safety rules and regulations on my job.

Employee Signature

Date

Printed Name



SKC CONSTRUCTION INC.

**SKC CONSTRUCTION, INC. SAFETY RULES FOR
EMPLOYEES AND SUBCONTRACTORS**

**SKC Construction, Inc.
PO Box 503
West Dundee, IL. 60118
847-214-9800**

PREFACE

SKC Construction, Inc. ("the Company") is committed to conducting construction operations in the safest possible manner. The purpose of this manual is to set forth general performance and safety procedures for personnel of SKC Construction, Inc. as well as all subcontractors.

The employees who drive our trucks and operate our equipment are a very important link between the Company and its customers. They are in daily contact with, our customers, the public, and their actions are representative of the Company.

The Company is an equal opportunity employer, recruiting and hiring regardless of race, color, religion, sex, national origin, age, disability, or military service. All employees are treated equally in respect to compensation and the chance for advancement, including upgrading, promotion, and transfer within the Company according to their individual abilities, talents and interest. Copies of this policy are posted on each project bulletin board.

If you feel you have been discriminated against in violation of this policy, or have any questions, contact the EEO officer:

Human Resources Administrator
William Brinati
SKC Construction, Inc.
695 Church Rd.
Elgin, IL 60123
847-214-9500

SAFETY STATEMENT

We request and expect the full cooperation of all employees and subcontractors to effectively carry out the Company's safety commitment. Failure to comply with any provision of this policy will result in disciplinary action up to and including termination.

The Company believes there is a direct connection between the number of job-related deaths, injuries, and instances of property damage and the use of drugs and alcohol in the workplace.

This guide has been provided to familiarize all employees and subcontractors with our safety rules, procedures and the guidelines for controlling job site accidents and injuries. The safety rules listed on the following pages are minimum safety rule requirements and you will be expected to comply with these rules. Employees and subcontractors should read the rules and understand them. For more information on a specific safety regulation, please refer to 29 CFR Part 1926 Construction Industry, and Part 1910 General Industry Standards. The issuance of these rules is logged, and signed receipts are kept on file.

SAFETY TRAINING

The Occupational Safety and Health Standards for the Construction Industry 29 CFR Part 1926.21 (b), Safety Training and Education, states "The employer shall instruct each employee in the

recognition and identifiable hazards in the work environment to control or eliminate any hazards or other exposure to illness or injury”.

Training can take many forms and is synonymous with education and can be attained in a number of ways. Periodic classes or seminars are recommended, as well as weekly “Tool Box Safety Meetings”, which conform to the following guidelines:

1. The subject material developed by the Safety Director will be distributed to each foreman on a timely basis.
2. The subject material will be pertinent to a complete safety education program.
3. The meetings shall be conducted by each foreman, with his/her crew at the time designated, using the subject material furnished.
4. The meeting shall provide employees with the opportunity to ask questions and improve their safety awareness.
5. Tool Box Safety Meetings are held weekly on every project, and attendance is mandatory.
6. Subcontractors are required to either participate in these meetings or conduct similar meetings for their personnel. If separate meetings are held, they should be documented in a brief report and filed with the Company supervisor.

SUBSTANCE ABUSE PROGRAM

It is the policy of the Company to promote and maintain a safe, healthy, and productive alcohol- and drug-free work environment, for the benefit of its employees, subcontractors, customers, and the communities in which we operate. Safe work practices, protection of Company assets, and protection of the environment are priorities for the Company. The Company considers substance abuse to be a very serious issue and attaches great importance to its commitment to maintain a drug-free work environment.

Alcohol

The Company prohibits employees and subcontractors from consuming alcoholic beverages before, during, or after work hours on Company premises, which includes job sites.

Drugs

The Company prohibits employees from illegally using, possessing, transferring, selling or otherwise being under the influence of controlled substances while conducting Company business on or off Company premises.

Prescription or over-the-counter drugs must be approved, and prescriptions must be prescribed by an authorized medical practitioner for current use by the person in possession or using the prescribed drug. If you are taking any prescription medication that may affect your ability to perform your job safely, you must notify the project manager and/or your supervisor before reporting to work.

Testing

An employee who is involved in a work-related accident or injury or whom the Company reasonably believes is under the influence of drugs or alcohol may be required to submit to a drug and/or alcohol screen. The detection of any amount of drugs or alcohol in the employee's system or the refusal to submit to such screen may result in discipline, up to and including termination.

To ensure compliance with this policy, we may require drug and/or alcohol testing as follows:

1. Pre-employment
2. After any alcohol or drug abuse rehabilitation
3. Post-accident
4. Reasonable cause
5. Random
6. Any return to employment after a 30-day separation

Discipline

Because of the substantial risks to health and safety, the safety of others, and Company security, employees and subcontractors who violate any portion of this policy will be subject to disciplinary action, up to and including termination. Persons who violate the policy prohibiting possession, transfer or sale of illegal drugs or controlled substances may be subject to criminal prosecution as well as disciplinary action, up to and including termination.

It is the responsibility of each employee and subcontractor to seek assistance before alcohol and drug problems lead to a violation of this policy. If a violation does occur, however, one of the factors in determining appropriate disciplinary action may be whether the employee or subcontractor, subsequent to the violation, is willing to enroll in and conscientiously pursue a program of counseling and/or treatment. However, the Company retains the right to discipline an employee who violates this policy regardless of enrollment in a program.

OPERATING INSTRUCTIONS FOR DRIVERS

STARTING SCHEDULE

If you have not been notified before the close of each workday as to the starting time for the following day, the dispatcher will try to contact your home with this information. If for some reason he/she is not able to reach you and you do not contact the dispatcher, he/she has been instructed to go to the next available driver and you will not be scheduled. In the event that you cannot report for work as scheduled, it is your duty to notify the dispatcher the day before or one (1) hour before your starting time. Absenteeism without notice or tardiness will not be tolerated.

ROUTE

We expect you to drive the most direct and efficient route to and from a job. Lunch must also be taken on the route. If you are in doubt about the route, bring your lunch with you. If you have any questions about the route, check with the dispatcher. You are allowed thirty (30) minutes for lunch. The time for lunch must be recorded on the daily sheet.

TRUCK CAPACITIES

It is important for you to know the capacity of your truck. You should always strive to carry the maximum legal payload. Since we generally load without the benefit of a scale, we rely on your judgment to carry the proper load. Remember, one overweight ticket can wipe out the revenue earned for a day, a week, or even a month.

TRIMMING LOADS

Each time your truck is loaded, it should be inspected to make certain that there is no loose material on top, which could fall and cause injury to a passerby or another vehicle.

SUPPLY TRUCKS

All supply drivers are required to assist in the loading and unloading of their trucks and to make certain that tools and equipment are secured in order to avoid any damage.

TRUCKS

Never work under a raised dump body unless it is blocked or otherwise secured. Be cautious of spillage from loaded units and the hazard it represents to people on the ground and to tires. Dump trucks must be unloaded a safe distance from banks and on level ground to prevent their overturning. Watch for overhead lines or other obstructions before raising a dump body or swinging a boom. Dump bodies must be lowered before leaving the dump area. Ensure the safety of all loads prior to travel. Tie it down if it can shift, flag it if it projects beyond the bed.

LOADING & UNLOADING OF TRUCKS AND EQUIPMENT

1. Observe all traffic signs, signals and posted speed limits.
2. Always yield right-of-way to mobile equipment.
3. Do not follow any vehicle too closely.
4. Park only in designated parking areas. Safety equipment, including hard hats, safety glasses and steel-toed shoes must be worn if you are going to exit your truck in these areas.
5. Check behind your vehicle before backing up.
6. Do not smoke or use open flames around flammable liquid storage or dispensing areas, or other potential fire hazards. Obey all "No Smoking" signs.
7. Never stand near bins, hoppers or stockpiles where material could slide and strike or bury you.
8. Do not attempt to get on or off moving equipment.
9. No acts of violence or "horseplay" will be tolerated.
10. First Aid supplies are located throughout the property. If you are injured or involved in an accident while on the property, report it promptly to plant supervision.
11. Report any unusual conditions to a Company supervisor promptly.
12. In case of an emergency, dial 911.

WORK SHEETS

Before leaving the yard in the morning, be certain that you have proper directions and the job work order(s) for that day. It is extremely important that all boxes be filled out completely and accurately on these sheets. All equipment mechanical defects must be reported on your work sheet and include: driver's name, truck or tractor number, trailer, mileage on tractor, and date. Any work sheet not filled out completely and accurately will be returned to the Foreman and not accepted until corrected. It must be turned in at the end of the day.

VALID LICENSE

Employees possessing a valid drivers license may be authorized by their supervisor to operate a Company vehicle. Drivers must have in their possession a valid C.D.L. and a current D.O.T. physical/medical card at all times while operating our vehicles. Spot checks will be made of all C.D.L. and physical/medical cards, both on the job and through the office of the Secretary of State.

USE OF COMPANY VEHICLES

If an employee receives authorization to use a Company vehicle, it is conditional upon these rules:

1. Company vehicles are not intended for personal use.
2. Employees are responsible for the care and safe operation of their assigned vehicles.
3. The Company will not be responsible for legal fines or penalties employees may incur.
4. Accidents must be reported to your supervisor and/or the Safety Director immediately. Failure to do this will result in disciplinary action.
5. The possession or use of alcoholic beverages or drugs in a Company vehicle is cause for immediate dismissal of the operator and all involved passengers.
6. Seat belts must be worn at all times.
7. Compliance with Safety and Personal Conduct Rules that follows on page 22.

EQUIPMENT INSPECTION AND CARE

The following instructions are compiled as an aid to the driver in the operation and maintenance of equipment under his care. Deliberate misuse of equipment is in violation of the Company's rules and, as such, subjects the driver to the prescribed penalties. The following should be done once or more during the day.

1. Check oil and water.
2. Hammer test all tires.
3. Check all lights – headlights, stop lights & turn signals.
4. Check wheel lugs for tightness.
5. Check windshield wipers and horn.
6. Check for reflector kit.
7. Drain air tanks daily.

KEEPING EQUIPMENT CLEAN

All drivers are expected to keep the inside and outside of their cabs and truck beds clean. Be considerate, if you are assigned to another employee's truck, leave it in good condition – they may be assigned to your truck tomorrow.

TRUCK OPERATION RULES/REGULATIONS

1. Observe all traffic rules and regulations. Practice defensive driving.
2. When driving on icy surfaces, down shift as an aid to stopping.
3. Avoid pumping the brake pedal.
4. Never drive an overheated engine.
5. Don't ride the clutch pedal.
6. Don't lug the engine – stay in the proper gear for load and conditions.
7. Don't use your hand air brakes for parking.
8. All of the Company's General Safety Rules will be observed.
9. Use extreme care at railroad intersections and never approach the railroad crossing in such a manner as to stall at a crossing. Avoid shifting gears during a crossing.
10. Be sure your truck is never left in a position to roll free, use the emergency brake, leave the truck in gear, turn off the motor.
11. Know what is behind you before you back up. Check your blind spots. If you aren't sure, get out and look, use a helper.

12. Always use catwalks, steps and handholds. Never jump to the ground, maintain 3-point contact.
13. Keep all parts of the body away from pinch points when handling the tailgates, tailgate levers, chains, cab doors, etc., on your truck.
14. Always check terrain and parking area before stepping from the cab.
15. Drivers will not pick up hitchhikers or allow unauthorized riders in their vehicles.
16. Check for overhead obstructions before operating machine.
17. Good housekeeping of your vehicle is necessary and is your responsibility.

MECHANICAL CONDITIONS

When a driver is involved in an accident because of a mechanical failure and this mechanical failure could have been foreseen by the driver but not reported for repairs, the accident will be charge against the driver and not the equipment. A driver can, in most cases, prevent mechanical failure by inspecting his/her vehicle daily and carefully, and reporting faulty conditions for repairs to eliminate mechanical failures.

BREAKDOWN AND EMERGENCY

If your vehicle is disabled upon the highway pavement or shoulder during the period lighted lamps are required (except in a municipality where there is sufficient highway lighting to make vehicles and persons clearly visible at 500 feet) flash your two front and two rear signals simultaneously to indicate a vehicle traffic hazard. Continue to flash these signals until you have placed the emergency signals on the highway as required in the following instructions.

Immediately place red emergency reflectors on the traveled portion of the highway on the traffic side of the vehicle. Place three red emergency reflectors on the traveled portion of the highway as follows: one each approximately 100 feet or 35 paces in front and rear of the disabled vehicle, and one not less than 20 feet or 3 paces to the front or rear thereof. If within 500 feet of a curve, hill, or other view obstruction, place one of the emergency signals in a way to give ample warning, but not closer than 100 feet or farther than 500 feet from the disabled vehicle. If your vehicle is disabled on a roadway of a divided or one-way highway, place two emergency signals at the rear of the vehicle in the center of the lane blocked by your vehicle, one at a distance of approximately 200 feet or 70 paces and the other, approximately 100 feet or 35 paces. Also, place a third emergency signal on the traffic side of the vehicle not less than 20 feet or 3 paces to the rear thereof.

INJURY AND ACCIDENT REPORTING

It is of the utmost importance that all injuries and accidents be reported to your Supervisor or Safety Director IMMEDIATELY. No matter how minor you may think an injury or accident, there is always the possibility that at some later date a claim will be processed against the Company. Failure to report an accident in which you are involved shall be considered sufficient cause for dismissal.

PROCEDURE TO FOLLOW IN CASE OF AN ACCIDENT

Stop immediately and determine the damage. If possible, avoid obstructing traffic – set out flags, flares and fuses, if needed. If there are injured, render aid and see to it that they receive medical attention as soon as possible. Report the accident to the local police and to the Company. Call the office, giving your location and seriousness of the accident. Do not move your equipment unless otherwise ordered to do so by the police or a Company official, until a complete investigation is

made. Record all information of the accident on the back of your work sheet. At the end of the day, make out an appropriate accident report.

DO NOT ARGUE, ACCUSE ANYONE, OR ADMIT FAULT

Make NO statement to anyone except an officer of the law or a Company representative.

JUDGING OF ACCIDENTS

After each accident the Company's Safety Board will determine what action will be taken as prescribed in this manual. As required by law, post accident drug/alcohol test may be performed.

It is the Company's policy that if a truck is downed due to driver's cause, that driver will not be allowed to bump a less senior driver. If a truck is open and the driver is qualified, he/she may drive that truck, or be off until the truck is back in operation. If a driver is the direct cause of another driver's truck to be downed, then the driver at fault will be subject to the loss of work, while the truck is downed.

The foregoing rules are intended to cover the ordinary and usual cases that arise in the course of the employment relationship. Should cases arise that are not covered by the foregoing rules, they will be handled on an individual basis subject to such penalties as may be appropriate for the type of infraction involved.

REGULATIONS FOR WORKING AROUND OVERHEAD POWER LINES

The local power company will visit your site to coordinate safety procedures regarding their lines. This could involve de-energizing or insulating the lines. Call them, if possible, with a 48- hour notice at their office. An operator will arrange a meeting.

If it is not possible to meet these requirements, equipment may operate near power lines only if:

1. Minimum clearance (absolute limit of approach or swing) is maintained between the equipment (including crane load line) and the power lines. (10 feet if line is less than 50 kv; 20 feet plus 0.4 inch for 1 kv over 50 kv; or twice the length of the line insulator, but never less than 20 feet.)
2. In transit with no load and boom lowered, the equipment clearance shall be a minimum of 4 feet for voltages less than 50 kv; 20 feet for voltages over 50 kv and up to 345 kv; and 16 feet for voltages up to and including 750 kv.
3. A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means.
4. Cage-type boom guards, insulating links, or proximity warning devices may be used on cranes, but these may only be used in addition to following all other requirements. These devices are recommended to give additional protection and cannot be used in place of using a designated watcher and maintaining minimum safe working distances from power lines.

OTHER SAFETY REQUIREMENTS

Any overhead wire shall be considered to be an energized line unless and until the person owning the line or the electrical utility authorities indicate that it is not an energized line and it has been visibly grounded.

Other specific regulations apply to work near transmitter towers. Consult the OSHA regulations for specific requirements if work is to be performed near a tower.

It is also recommended that employees guide loads with a non-conductive tagline, rather than directly contacting the load or the load line. Should the boom or load line inadvertently contact a power line, employees will not provide a path to ground.

SUBCONTRACTORS

All subcontractors will abide by SKC Construction, Inc. Safety Rules as a minimum requirement on all job sites. The responsibility and expense for all training shall be solely that of the subcontractor. Also see Violations (Page 23).

PERSONAL PROTECTION

SAFETY APPAREL

These rules have been adopted for your own protection from personal injury:

1. Wear leather- work shoes or boots.
2. Wear gloves when needed.
3. No loose clothing or dangling jewelry is permitted.
4. Approved hard hats must be worn on the job site as required.
5. Hearing protection (muffs or plugs) must be worn on all high noise level jobs.
6. Safety vests will be worn whenever you are out of your vehicle or working near live traffic.
7. Safety goggles must be worn when hammering, chipping, welding, grinding, or working in a dusty atmosphere or during other operations where eye injury may result.
8. Shorts, tennis shoes and sleeveless shirts are prohibited on the job site.

RESPIRATORY PROTECTION

1. Ventilators, fans, air movers, dust masks, or a combination of these should be used in dusty atmospheres. Respirators must be worn around hazardous or toxic fumes. Air-supplied masks are required when working in a hazardous fume atmosphere. Users of dust masks, breathing air masks and respirators must be fit tested and trained in their use.
2. Employees required to use full-face gas masks or air-fed masks on a routine basis will not wear beards or side burns to the extent that they render the face seal ineffective.
3. The following work requires the use of a respirator; in addition, on site supervision or the Safety Director may require its use on work not specified:
 - a. Specific Respirators are used:
 1. If you are using buffing machines.
 2. Dismantling concrete, brick, or materials of a similar nature.
 3. Welding, burning or cutting in confined spaces.
 4. Handling materials in powder or semi-powder form, with dust particles present in the atmosphere.
 - b. All paint spraying operations.
4. All personnel must be trained and become familiar with the proper methods of use, testing, and limitations of the specific protective equipment that he/she may require the use of in the performance of their job assignment.

FALL ARREST PROTECTION

1. Fall protections are required for anyone working more than six (6) feet above the ground, with the exception of Iron Workers, who must comply with OSHA regulations.
2. Safety harnesses and lanyards shall be properly secured whenever the employee is not protected by handrails or a complete deck.
3. All lanyards shall be equipped with double locking hooks.
4. Employees working on elevated rebar cages will use rebar chains in addition to a regular lanyard.
5. Employees placing overhang brackets will use rebar chains in addition to a regular lanyard.
6. If the employee has nothing with which to secure himself, a lifeline and approved rope grab will be provided.
 - i. The lifeline shall be a minimum of at least 5400 lb. breaking strength and must be secured to an anchorage point independent of the work platform itself.
 - ii. Lifeline shall be checked periodically.
 - iii. Horizontal lifelines shall be a minimum of ½ inch wire rope.
7. Tape shall not be placed on any lanyard.

HEARING PROTECTION

A sound survey must be conducted in order to identify areas where excessive noise exposures exist. These surveys will be taken during typical working situations.

When a survey shows a time- weighted average (TWA) of 90 dB or above, those employees will be included into the hearing conservation program.

Hearing protective devices will be worn by all employees covered by the hearing conservation program. A hearing protective device is a product that is worn to reduce the level of sound entering the ear. The three types of hearing protection that can be utilized are: ear muffs, "semi-aural" devices, and earplugs.

Selection of the type of hearing protection will be determined by the level of noise employees are exposed to. Employees may select from any of the three types of devices as long as they provide sufficient attenuation.

The Company is responsible for supplying the necessary protective equipment. If an employee is dissatisfied with a particular device, another will be used. However, if an employee does not wear the designated hearing protection, they will be dealt with accordingly.

CRAFTS

MECHANICS

Always refer to the manufacturer's service literature for hazard warnings before attempting repairs. Follow all the procedures and warnings found there, as well as those posted on the machine. Remember the following safety precautions:

1. Only use the drill press if work is clamped or in a vise.
2. Operate grinders with a face shield, along with eye protection.

3. Don't weld in the vicinity of others without first setting shields.
4. Keep hands away from moving machinery, such as saws, gears, belts, lathes, etc.
5. Keep loose shirtsleeves away from moving machinery.
6. Don't let chisels mushroom or let hammer handles get loose.
7. Don't adjust or remount a tractor with the master clutch engaged and the motor running.
8. Don't adjust front-end power unit with the motor running.
9. Don't stand in front of the bench grinder or operate it without guards.
10. Don't install cutting edges on a dozer with the engine running. Be sure that the blade is carefully and securely blocked up.
11. Avoid adjusting friction on any piece of equipment with the engine running.
12. Don't remove the radiator from heavy equipment without having a hoist tied to it before the last bolts are removed.
13. Don't install cutting edges on a scraper without blocking the front gate so it will not fall. The best way is to insert a large timber between the hinge arms and the sides of the scraper at the top of the scraper.
14. Display, "DO NOT START" warning signs, or the equivalent, near the operating station of equipment under repair.
15. Electrical equipment must have the master switches opened and locked out and/or unplugged from the power source and properly tagged when under repair.
16. Use eye protection when doing any work that could cause injury to the eyes, i.e., welding, grinding, burning, chipping, using a cheater pipe, handling acid, solvents, or fueling equipment.
17. Contribute your own efforts for safe housekeeping.
 - a. Junk should be disposed of in designated areas.
 - b. Parts trailers and mechanics trucks must be kept neat and orderly.
 - c. Keep your work area, whether it is inside or out, neat and orderly.
 - d. Oily or greasy rags must be stored in covered containers.
 - e. Passageways must be kept clear of electrical cords. Floors and decks must be kept free of oil spills.
18. All loads to be transported by vehicle must be secure.
19. Use adequate wood blocking and cribbing to support all loads that have been raised or jacked. Never leave a raised load supported by a hydraulic or mechanical jack.
20. Hoists and jacks must be properly secured against tipping. They must not be loaded beyond their rated capacity.
21. Relieve hydraulic pressure before beginning any maintenance.
 - a. Check the service manual.
 - b. Bleed off the pressure before removing any pressure caps.
22. Do not use gasoline or kerosene to clean parts, nor any solvent to cool hot metal.
23. Do not perform repairs or maintenance on running equipment or moving parts during operation, unless measures are taken to protect against making contact with moving parts.
24. Compressed gas cylinders must be kept in their upright position with their caps in place and secured against falling.
25. The tool rest provided on grinders must be kept set so that 1/8-inch clearance is maintained between it and the wheel during use.
26. The wheels on portable angle grinders must be guarded.

WELDERS, GRINDERS AND HELPERS

1. Inspect all tools and equipment prior to their use. Worn or damaged hose, welding leads and other equipment with defects affecting safe operation must be repaired prior to use or discarded.
2. Grinding stones, wheels, or discs are designed for a maximum number of revolutions per minute that are usually identified on the side paper. The stone or wheel must never be placed on a machine with a higher number of revolutions per minute.
3. Each welder and cutter must have at least one 10-pound, all- purpose, dry-powder fire extinguisher at the spot where welding or cutting is being performed.
4. Do not weld, cut or grind drums, containers, or hollow structures that have contained toxic or flammable substances until they have been thoroughly cleaned and purged.
5. Provide ventilation to remove fumes, especially for confined welding operations. You must wear a cartridge-type respirator to protect yourself against metal fumes when welding, cutting or grinding the following: Zinc or galvanized metal, metal coated with lead or lead-based paint, metal containing mercury or cadmium, or hard facing with manganese.
6. Do not stand in water when using an arc-welder. Stand on a dry platform made of wood or some other non-conductive material.
 - a. Do not dip electrode holders in water to cool them.
 - b. Keep your body insulated from the work and the electrode holder during welding operations.
7. Wear dark clothing and the proper goggles or a welding hood with a filter lens to protect against flash burn and flying objects.
 - a. Always wear eye protection when chipping or grinding.
 - b. Welders' helpers must wear filter lenses or the same grade as the welder.
8. Take measures to ensure that others close to your welding area are protected against welding flash. When practicable, place screens around the immediate welding area.
9. During gas welding or cutting:
 - a. Keep wrenches used to open valves of a gas cylinder in place.
 - b. Close the valve of the gas cylinder and release all gas from the regulator before removing the regulator.
 - c. Keep all gas cylinders in their upright position and secured against falling during use, transportation and storage. All cylinders (empty or full) must have valve caps in place when not in use.
 - d. Torches must be lit with a friction lighter or other approved device, and not by matches or from hot work.
 - e. Do not move cylinders by their valves or use them for any purpose for which they were not designed.
 - f. Both the oxygen and the acetylene or fuel gas lines must be equipped with flash back arresters.

EQUIPMENT OPERATORS

1. Review and follow manufacturers' guide for the unit assigned to you. Read and understand all warning decals in your cab.
2. Walk around your machine before you mount it. Check for other people and safe clearance. Look for signs of fluid leaks, tire track or implement damage.
3. Inspect your machine for potential hazards. Report any defect before you move the machine.

4. Mount and dismount using the steps and grab irons. Use both hands and face the machine. On larger machines, haul up lunch pails and thermoses using a cord. Never attempt to get on or off a moving machine. Never jump off a machine. Keep all deck plates, steps, and grab irons repaired and free of mud, grease, oil and ice.
5. Do not start a machine or move any controls if there is a "Do Not Start" tag on the machine.
6. Inspect the seat belt, mounting hardware and seat suspension. Adjust the operator's seat and fasten the seat belt. Those operating equipment with ROPS structures or off-highway dump trucks with rock guards must wear a seat belt while operating.
7. Make certain the area in your direction of travel is clear of people and obstructions before moving. Use a spotter if necessary. Never back any machine until you are certain that there is no one behind you. When in doubt, take the time to be certain. All machines working in areas with grounds people must be equipped with functioning backup alarms. Report for repair any backup alarm that is not functioning correctly.
8. Operating rules on the job will govern traffic on the haul roads and job roads. Always yield the right-of-way to the loaded machine. When in doubt, yield the right-of-way – no matter what you are operating. Always assume a water truck is loaded.
9. Maintain a speed that is safe for the condition of the roadway, grade clearance, visibility and traffic. You must maintain full control of your machine at all times. Know your stopping distance and regulate your speed accordingly. When descending a grade, use the same gear range you would use to climb it.
10. Follow other machines at a safe distance. You will be notified, by your foreman, when and where passing will be allowed. Never pass unless given the right-of-way. Never pass unless you can see well ahead.
11. Make certain you have ample clearance under power lines and overpasses.
12. Stay a safe distance away from the edge of embankments and slide areas.
13. Do not allow anyone to ride in or on equipment unless they are in a seat wearing a seat belt.
14. Secure your machine against movement before dismounting – set parking brake and lower attachments to the ground. Wheels of trucks left parked on a grade must be cut into a berm or chocked. Use the transmission lock on the gear range selector to assure that the transmission remains in neutral.
15. When parking at the end of your shift, leave room for service vehicles to pass.
16. Know the hand signals used by your crew.
17. At night, stop your machine, periodically, make a walk around inspection to stay alert. Stop your machine if you become drowsy.
18. Do not dig in any area without asking your foreman about the location of underground utilities.
19. All backhoes, cranes, and gradalls shall have their swing radius clearly marked to prevent any injuries or encroachment from workers.

CRANES

1. Crane operators are responsible for the inspection of their machine prior to each use. Any condition affecting the safe operation of the machine must be reported. The operator must have copies of the monthly and annual crane inspection reports and operators' manual on his/her machine.
2. Rated load capacity charts, recommended operating speeds, special hazard warnings and other essential information must be conspicuously posted in all cranes, hoists, and other equipment. Follow these directions at all times.

- a. Never attempt to lift more than the rated capacity of your machine or it's rigging.
 - b. The capacity of a crane varies with its boom's radius, use of outriggers, and quadrant of operation. Boom radius is measured from the machine's center pin to the load's center of gravity. When figuring boom radius, always allow for the increase in radius that occurs when you swing the load or lower the boom.
 - c. Outriggers must be fully extended with tires off the ground to realize the machine's full capacity in a specific quadrant of operation.
 - d. Your machine must be set up on firm level ground or cribbing to prevent damage to the boom or the machine's overturning.
 - e. Check all brakes before hoisting the load more than a few inches.
3. Operators must take signals from only one person; in an emergency, however, a stop signal can be given by anyone.
4. Routine maintenance, fueling or repairs must not be performed while the equipment is in use.
5. Check the load line thoroughly. In the running line, if there is six randomly distributed broken wires in one lay or three broken wires in any one strand in one lay, the line should be taken out of service. If there is wear on 1/3 of the original diameter, or any other distortion of the rope structure, the rope should be taken out of service.
6. Accessible areas within the swing radius of all cranes must be barricaded to prevent employees from being crushed by the counterweight.
7. A fire extinguisher, rated at least 5 BC, must be located in the cab of each crane.
8. Safety latches are required on all crane hooks. Tag lines should be used when handling loads that must be guided. The taglines should be manila or synthetic fiber or other electrically non-conductive material.
9. No crane or other equipment shall be operated within ten feet of energized electrical transmission or distribution lines per OSHA regulations.
10. The operator must avoid swinging loads over workers heads.
11. The operator of a small crane shall not leave the controls while a load is suspended. If the operator must leave the controls, the following precautions should be observed.
 - a. Disengage the master clutch or shut off the engine.
 - b. Lower the load to the ground and engage the boom dog.
 - c. Set the swing brake and both traction brakes to prevent movement.
12. The hoist line must be vertical before starting a lift.
13. All backhoes, cranes and gradalls shall have their swing radius clearly marked to prevent any injuries or encroachment from workers.

RIGGING

1. Know the safe working capacity of all rigging and equipment. Do not exceed this limit.
2. Know the load weight – this includes the weight of the rigging. Avoid sudden snatching, swinging, or stopping of loads. Make sure the load is balanced before it is hoisted more than a few inches.
3. Inspect all rigging before use and remove any defective equipment from service.
4. When the temperature is below freezing, extreme caution must be exercised to prevent shock loading any rigging. Brittle fracture of the steel can occur at these temperatures.
5. Always maintain at least a ten-foot safe working distance from any power line. Discontinue operations during thunderstorms.
6. Always keep the load line plumb to maintain a stable load.

7. When using slings:
 - a. Never use kinked or otherwise damaged slings.
 - b. Each sling should be marked with its rated capacity.
 - c. Never sharply bend a sling. It will kink it, permanently weakening it.
 - d. Whenever two or more rope eyes are placed over a hook, use a shackle with the shackle pin resting on the load hook. This will prevent the spread of the sling legs from opening the throat of the hook.
 - e. Never shorten a sling by knotting with wire rope clips or by any other means.
8. Loads must be kept under control at all times. Tag lines should be used to stop spinning or guide the load. They should be of sufficient length to provide clearance between the rigger and load, should the load shift or swing.
9. Loads must be safely landed, stable, and secured against movement before unhooking. Chocks, blocks or other means must be used to prevent movement of materials while hooking or unhooking.
10. Stay clear of slings when they are being pulled out from under a load. The hook may catch and suddenly fly free.
11. Do not give signals to the operator unless it is an emergency stop or you are the designated signal person.
12. Always use a double sling when rigging loads like pipe rebar, or lumber more than 12 feet long.

USE OF TOOLS

INSPECTION

All tools and equipment must be in good condition, if they are to serve you properly. Each time you use a tool or piece of equipment, inspect it for defects. Damaged or broken tools or equipment are not to be used. Employee-owned tools and equipment used at the job site must be available for inspection. Those not in compliance with safety standards cannot be used and must be removed from the job site.

MANUAL HAND TOOLS

1. Every tool is designed for a specific use; do not misuse or misapply them.
2. Keep tools in proper working condition – clean, sharp, oiled, dressed, adjusted.
3. Mushroomed chisels, star drills or form pins cause dangerous flying objects. Keep them dressed.
4. Never hit hardened steel with hardened steel, such as hitting a hatchet with a hammer.
5. Replace broken or loose handles on sledges, hammers, axes, and files.
6. Don't use wrenches that are sprung or loose fitting. Use a socket or torque wrench when possible.
7. With an adjustable wrench, keep the movable jaw toward you, and pull on the handle instead of pushing.
8. Use of pipe extension on wrenches is prohibited.

GASOLINE POWERED TOOLS

1. All gasoline-powered tools must be shut down while being refueled.
2. Gasoline must be carried in an approved safety can.

3. Smoking is prohibited during refueling operations. Nearby sources of ignition, such as burning and welding, also must be halted during refueling.
4. Have a fire extinguisher close at hand.

POWDER-ACTUATED TOOLS

1. Powder-actuated tools must be used with the same caution given a loaded firearm.
2. Only employees who have been formally trained and possess an operator's card will be allowed to use a powder-actuated tool.
3. All employees should follow manufacturers' recommendation concerning inspection, maintenance, replacement parts, and ammunition.
4. Tools will not be used in any location where explosives, flammable gases, or explosive atmospheres are present.
5. The employee shall wear the correct eye protection when operating an explosive tool.
6. The area shall be surveyed for personnel. If it is necessary, they should be asked to leave and the area shall be barricaded.

ELECTRIC TOOLS

1. Portable electric power tools that are not double insulated must have a ground wiring in the extension cord, and a three-prong plug connected to a grounded electrical outlet. Don't use spliced or damaged extension cords or any tool with a broken case. Where ground fault interrupters are provided, they must be used.
2. Power saws, grinders and other power tools must have proper guards in place at all times. Removing guards or rendering them inoperative is grounds for termination.
3. Power tools should be hoisted or lowered by hand line – never by the cord or hose.
4. Cords and hoses must be kept out of walkways and off stairs and ladders. They must be placed to protect them from damage and not create a tripping hazard. Keep cords of electrical equipment coiled when not in use. When in use, make sure cords are positioned to avoid being run over by vehicles or equipment.
5. Be prepared for jamming of rotating tools. Have good footing, good balance, and watch out for nearby obstructions.
6. Store tools in a safe place when not in use. Protect them from dirt and water.
7. All portable and stationary grinders, whether electric or pneumatic, shall be equipped with guards.

PNEUMATIC TOOLS

1. Shut off and bleed down air hose before disconnecting air tools.
2. All pneumatic hose connections must be fastened securely with wire or chains.
3. Safety clips or retainers must be installed on all pneumatic tools to prevent the accidental expulsion of the tools from the barrel.
4. Screw on radiator hose clamps are not to be used on pneumatic hose connections.

CHAIN FALLS

1. When using a chain fall, be certain that the attachment and the supporting structure will safely carry the load.
2. Do not wrap the load chain around the load to be lifted.

3. Do not load the point of the chain hoist- lifting hook. Make sure the load is bottomed in the hook. Safety latch or mouse all hooks.
4. If more than one lifting cable is to be handled by one chain hoist, use a shackle to join the lifting cables before placing them in the chain hoist- lifting hook.
5. Chain hoists are designed so that one man can operate the hand chain to lift the full capacity load to the chain hoist. If not, use a larger chain fall.

All chain hoists should be inspected visually before making any lift. Visual inspection should include checking hooks for any irregularities, chains for wear or damage, and the housing and sheaves for any signs of damage from abusive treatment.

LEVER-OPERATED HOISTS AND COME-ALONGS

1. Rig lever-operated hoists carefully, keeping the load line straight.
2. Don't use a cheater on the hoist lever to overload the hoist mechanism; get a larger hoist.
3. Don't point load the hook when using a come-along if it pulls free, it will spring back at you as tension or the cable is released.

COME-ALONGS

1. Come-alongs shall be secured at both ends by use of chokers. The hook shall not be placed in the flange of a beam.
2. The load chain shall not be used as a sling or choker to support the load.
3. Come-alongs shall not be left for long periods of time (not more than five working days) supporting a load.
4. Come-alongs shall be inspected before use for bad links in the chain, broken safety latches, or sprung hooks.

USE OF JACKS

1. Jacking metal against metal is not safe. Use wood softeners.
2. Use proper handles for jacks and remove from jack when they are not actually being used. Jack handles are to be used with the hands only. Never step on a jack handle to get additional force.
3. When jacking, always follow with blocks as a precaution against the jack kicking. Never leave a jack under load without having the load blocked up.
4. Care must be exercised to ensure that jacks are properly positioned and the load is raised uniformly to reduce a tendency of the load to shift.
5. When using a jack, always make sure that the base is placed firmly and evenly on level solid footing. Never place a jack directly on the ground; use some blocking material to spread the load.
6. Jacks should be positioned so that the direction of force is perpendicular to the base and the surface of the load to be moved.
7. Never exceed the capacity of the lift distance of the jack.
8. Do not use extensions to the handles furnished with the jacks.
9. If a load is to be raised in its entirety by several jacks, it should be braced laterally by struts to prevent all the jacks from upsetting in unison.
10. When using jacks in a horizontal position to move an object, the jacks should be lashed or blocked.
11. When using more than one ratchet-type jack for lifting, it is desirable to obtain matched jacks for uniform lifting.

SAFE WORK PRACTICES

1. Never “ride the load.” Use only platforms specifically designed for personnel lifting.
2. Use tag lines where practical.
3. Keep all body parts inside the platform during raising, lowering, and positioning.

TAG LINE

Tag lines shall be used at all times when handling loads with hoists, cranes, and other crane-type equipment.

EQUIPMENT GUARDS

No equipment guards shall be removed where employees may come in contact with blades, discs, or belts.

LADDERS

Ladders that are defective in any way shall be taken out of service. The following requirements pertain to serviceable ladders.

1. Straight or extension ladders require non-skid safety feet.
2. All ladders shall be secured at the top whenever they are in use.
3. NON-CONDUCTIVE ladders shall be used by employees working around energized lines or equipment.
4. All ladders shall be checked and marked quarterly by a designated competent person.

STORAGE OF MATERIALS

1. All materials stored in tiers shall be stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
 - a. All buckets used as tool buckets or bolt buckets shall be secured whenever there is a possibility of their falling or toppling on personnel below.
 - b. All factory handles (pails) on buckets shall be removed and #9 wire shall be used for a handle if the bucket is hoisted.
2. Aisles and passageways shall be kept clear to provide for free and safe movement of material, equipment, or employees.
3. Flammable materials and combustible liquids shall be stored in the following manner:
 - a. Only approved containers and portable tanks shall be used.
 - b. Piles or groups of storage containers (not more than 60 gallons each) shall not exceed 1100 gallons and shall be kept at least 20 feet from nearby buildings.
 - c. Portable storage tanks shall be kept at least 20 feet from nearby buildings.
 - d. Flammable liquids shall be kept in closed containers when they are not in use.
 - e. Leakage or spillage of flammable or combustible liquids shall be disposed of properly.
 - f. All portable gas-cans must have flash back screens in the fill and pour openings.
4. Compressed gas cylinders shall be stored in the following manner.
 - a. Cylinders shall be upright and secured at all times.
 - b. Cylinders shall not be transported with the gauges attached.
 - c. Cylinders shall be kept clear of flames or hot slag.
 - d. Grease or any type of oil shall not be used on the valves.
 - e. Flash arresters shall be placed on both fuel and oxygen systems in use.

- f. Oxygen and Acetylene cylinders must be separated by a 5-foot tall fire resistive partition and in an upright position when in storage.
- g. Never open an Acetylene Cylinder valve more than 1-1/2 turns.

FIRE PREVENTION AND CONTROL

1. Fire extinguishers shall be placed in conspicuous locations, near work areas, and mounted on all project equipment. For designated flammable storage areas, not less than 25 feet or more than 75 feet.
2. All fires shall be reported so that the cause of the fire may be investigated.
3. Flammable liquids like gasoline will not be used as cleaning agents. Use only approved cleaning solvents.
4. Flammable liquids, like gasoline, will be stored in safety cans with spring-closed covers and flame arresters.
5. Store all flammable or combustible liquids and gases in a well ventilated, cool place free from sources of ignition.
6. Do not remove or tamper with the fire extinguishers installed on equipment, vehicles, or in other locations unless authorized to do so or in case of fire.
7. Access to firefighting equipment must be kept free from obstacles that could delay emergency use. Familiarize yourself with the location and use of the project's firefighting equipment. Know the exit routes from buildings and work areas.
8. Different types of extinguishers are for different types of fires – know the difference.
9. Extra extinguishers are needed when using open flame tools when cutting or welding. Check with your supervisor.
10. Extinguishers are inspected monthly, serviced yearly, and must be serviced or recharged immediately after every use.
11. Discard and/or store all oily rags, waste, and similar combustible materials in metal containers with lids on a daily basis.
12. Extinguish all matches, cigarettes, cigars and pipe tobacco before discarding. Do not smoke while fueling equipment or while in close proximity to refueling areas. Never leave open fires unattended.
13. Storage of flammable substances on equipment or vehicles is prohibited unless designed for such use.
14. After using open flame tools, make a thorough inspection of the area for live sparks.
15. When required, be sure that proper notification and necessary work permits are satisfied prior to open flame activities.

WORK IN CONFINED SPACES AND SHOP AREA

A confined space is an enclosure having limited means of access and egress that also has poor ventilation. It is a space that, because of its location, contents, or work activity therein, may develop a hazardous accumulation of gas, vapor, dust, fume or the development of an oxygen deficient atmosphere. The most dangerous characteristic of confined spaces is their atmosphere – because natural ventilation does not occur, dangerous contaminants may build up in the space.

1. Before work begins in any manhole, vault or other confined space, the air must be tested by a person properly trained to use the appropriate gas detection equipment.
2. When proper tests have been competently performed and indicate a safe atmosphere, workers may be allowed to enter.

3. Where proper tests competently performed indicate a hazardous level of fumes, gases or oxygen deficiency in any confined space, entry must not be allowed until the space has been adequately ventilated and subsequent tests indicate a safe atmosphere.
4. Where possible, a mechanical venting should be continued in any confined space found to contain hazardous levels of fumes, gases or oxygen deficiency, even after mechanical venting has corrected the hazard. A man-watch shall be posted while employees are working inside of a vessel, tank, pipe or other confined space. The person charged with the man-watch responsibility will receive detailed instructions about his/her duties from his/her supervisor.
5. Where mechanical venting has corrected hazardous levels of fumes, gases or oxygen deficiency in a confined space but cannot be continuously provided, workers entering the confined space must wear rescue harness attached to individual lifelines and a worker must be posted at the entrance prepared and equipped to provide a rescue in case of an emergency.
6. Never run a diesel-fired heater or a gasoline or diesel engine inside an enclosed area unless there is enough ventilation to prevent carbon monoxide poisoning.
7. All electrical equipment that will be used inside tanks or vessels shall be reduced to 12 volts or be rated explosion proof.
8. Burning will be kept to a minimum.
9. Cylinders shall be kept outside of the tank or vessel.
10. The Safety Director or designated Company representative will assess personnel protection measures if they determine a need for them. Such measures might include lifelines, air movers, fans or breathing air masks, depending on the work conditions (e.g., inside pipes or manhole).

HAZARD COMMUNICATION

In accordance with the Company Hazard Communication Program, all hazardous materials containers must be properly labeled. A list of the hazardous materials used on the job site by the Company and all subcontractors will be maintained in the supervisor's office. The list will be given to the supervisor when the subcontractor begins work on the job site, or at the job progress meeting. The subcontractor shall supply a Safety Data Sheet (SDS) to the Company project manager or supervisor at least seven (7) calendar days prior to introducing a hazardous material to the job site. The SDS shall be maintained at the Company office. A copy of the Company hazard communication program may be obtained from the Company office.

HAZARDOUS WASTE

Hazardous waste such as curing compound or solvent drums and used motor oil must be stored and disposed of according to State and Federal law. Contact the Safety Department for assistance in meeting those requirements. The Safety Director conducts ongoing hazardous communications classes.

MEDICAL FACILITIES

First aid supplies are available in the Company supervisor's truck. Emergency telephone numbers are posted at the office location and also available from supervisors. The emergency numbers will include a nearby medical clinic that is being used by the Company. Each subcontractor should have a first aid kit in their possession.

WORK ZONE TRAFFIC PROTECTION

The main objective of work zone traffic protection is to provide a safe work area for the workers and to keep the disruption of the flow of traffic to a minimum. All traffic control devices must meet the specification and conform to the guidelines set in the M.U.T.C.D. (Manual on Uniform Traffic Control Devices) and the OSHA standards in 29 CFR Par 1926. This applies to all employees and subcontractors. If you have any questions or need a copy of the M.U.T.C.D., you may contact the Job Superintendent or the Safety Director.

SAFETY AND PERSON CONDUCT RULES

EMPLOYEE REGULATIONS

Any employee who has received a Notice of Violation in writing for an infraction of a specific rule will have to work 12 consecutive months before the violation is voided from the file. The employee will then again start with a clean record. A maximum of three offenses within a 12-month period is sufficient reason for dismissal.

STATUTORY REQUIREMENTS

Each employee and subcontractor are expected to be aware of and comply with Federal, State and local safety regulations. Each job supervisor has copies of these regulations available for your inspection.

OSHA requires that bulletins be placed on the bulletin board or in a conspicuous location for the information of all personnel on the job. Normally these requirements are posted at the Company trailer or site office. Subcontractors have agreed to comply with all Federal, State and local building statutes, ordinances and requirements, and have also agreed to hold the owner and the Company harmless for all claims, damages (including legal fees), and/or penalties incurred as a result of subcontractor failures to comply with such regulations.

VIOLATIONS

When unsafe conditions or practices are observed by the Company supervisor, the subcontractor foreman will be requested to correct them. If no action is taken, written notice will be issued and submitted to the offices of the subcontractor and the Company for appropriate action.

Failure or refusal to comply or enforce the Company safety requirements and/or applicable OSHA, Federal, and State health and safety regulations may result in:

- a. Removal of the subcontractor's employee involved in the violation from the job site.
- b. Removal of all contractor personnel from the job site.
- c. Denial of future bid opportunities for the Company.

All violations issued will be reported immediately to the Safety Director. A Notice of Violation shall be used on all projects to inform employees of violations and remind them that the Company's rules, laws, and regulations are designed for their own protection. Any employee observed violating established procedures will be issued a violation by either department management, Safety Director, project supervisor or project foreman. (A foreman will issue violations to members of his crew only.) The Disciplinary action taken on each violation will depend on the severity of the offense but will generally correspond with the following:

1. The first violation may result in a suspension without pay for a minimum of 3 consecutive working days.
2. The second violation will result in an automatic suspension without pay for a minimum of 3 consecutive working days unless more severe action is deemed necessary.
3. The third violation within a 12-month period will result in Termination.
4. Termination on the first or second violation may result if the infraction is severe or life threatening.

Any single violation will remain on an employee's record for a period of 12 months. In order to remain consistent throughout, terminations for a first or second violation, will be reviewed by the Company Safety Board. Any employee terminated for safety violations will not be subject for rehire within the Company for a period of one year. Rehires will require approval by the Company Safety Board.

The second violation, of any safety or personal conduct rule, will be considered the second offense and so on with the third.

Subcontractors will be requested to correct unsafe conditions created as a result of their operations within a reasonable period of time. If this is not done, a violation notice will be submitted to the subcontractor for documentation purposes. Failure to remedy the problem or comply with Federal Regulations shall result in the removal of the subcontractors' employee or all personnel from the job site.

NOTICE OF VIOLATIONS

- | | | |
|----|--|---|
| 1. | Sleeping on Duty | Discharge |
| 2. | Refusal or failure to do the job as directed or assigned | First Offense – Suspension 1 – 5 days
Second Offense – Discharge |
| 3. | Limiting output, his/her own or others | First Offense – Suspension 1 – 5 days
Second Offense – Discharge |
| 4. | Absenteeism | First Offense – Warning
Second Offense – Suspension 1 – 5 days
Third Offense – Discharge |
| 5. | Tardiness | First Offense – Warning
Second Offense – Suspension 1 – 5 days
Third Offense – Discharge |
| 6. | Fighting | A) Aggressor: First Offense – Discharge
B) Defender: First Offense – Suspension 3 – 5 Days
Second Offense – Discharge |

7. Dishonesty Stealing from the Company or another employee
Discharge
8. Possession of weapons on Company property
Discharge
9. Loitering during working hours
First Offense – Warning
Second Offense – Suspension 1 – 5 days
Third Offense – Discharge
10. Discourteous conduct toward the customers or public: verbal or physical
First Offense – Suspension 1 – 5 days
Second Offense – Discharge
11. Failure to wear safety apparel, respiratory or personal protection
First Offense – Warning
Second Offense – Suspension 1 – 5 days
Third Offense – Discharge
12. Removing or tampering with any safety equipment
First Offense – Suspension 1 – 5
Second Offense -- Discharge
13. Failure to report injuries or accident immediately or misrepresenting facts regarding an accident.
First Offense – Suspension 1-5 Days
Second Offense – Suspension 3 – 5 Days
Third Offense – Discharge
14. Misuse of equipment and/or vehicles
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
 - A. Violating instructions in safety manual or instruction posted in cab.
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
 - B. Permitting unauthorized riders
First Offense – Suspension 3 – 5 Days
Second Offense – Discharge
 - C. Negligent/unsafe operation of vehicles, equipment, Machinery, and/or inattentive to duties
First Offense – Suspension 3 – 5 Days
Second Offense – Discharge

15. Using vehicles or other equipment without proper authorization
First Offense – Suspension 1 – 5 Days
Second Offense – Discharge
16. Inattentive to duty – improper loading of trucks regarding gross or axle weights
First Offense – Suspension 1 – 5 Days
Second Offense – Discharge
17. Exceeding the maximum 30 minutes allowed for lunch
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
18. Making unauthorized stops
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
19. Furnishing incomplete or falsifying time cards or daily reports
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
20. Talking to or disturbing fellow employees not in the normal course of business
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
21. Substance abuse
 - A. Reporting to work while under the influence
Discharge
 - B. Possession or distribution on Company property or job sites
Discharge
22. Failure to complete mechanical write- up sheet
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
23. Improper use of Company phone
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
24. Off normal route during work including coffee and lunch times
First Offense – Warning
Second Offense – Suspension 1 – 5 Days

Third Offense – Discharge

25. Unauthorized cameras and/or recording devices are not allowed in Company vehicles or on Company property – this includes job sites.
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
26. Newspapers, magazines, books, etc., are not allowed in trucks or equipment
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
27. All equipment, truck and vehicles shall be kept clean – this includes the inside
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
28. Altering or modifying equipment without proper authorization
First Offense – Suspension 1 – 5 Days
Second Offense -- Discharge
29. All employees who drive Company vehicles shall maintain the proper driver's license along with a current physical and drug screen
First Offense – Suspension 1 – 3 Days
Second Offense – Suspension 3 – 5 Days
Third Offense – Discharge
30. Accidents – When a driver is involved in:
A. A preventable accident
First Offense – Suspension 1 – 5 Days
Second Offense – Safety Board Review
B. An accident involving gross negligence
Discharge
C. Three reportable accidents within a 12-month period or any serious accident
Discharge
31. Unless with proper authorization, all CB's and mobile phones will not be allowed in Company vehicles
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
32. The total of three safety manual or company policy violations within a 12-month period
Discharge/Safety Board Review

33. Failure to obey any local, State, Federal vehicle codes or safety regulations
Safety Board Review
34. Radio earphones are not allowed at any time during working hours
First Offense – Warning
Second Offense – Suspension 1 – 5 Days
Third Offense – Discharge
35. The second violation of any safety or personal conduct rule, will be considered the second offense and so on with the third
36. If a driver is the direct cause of another driver's truck to be downed, then the driver at fault will be subject to the loss of work while the truck is downed.
37. It has always been and shall continue to be the Company's policy that if a truck is downed due to another driver's cause, that driver will not be allowed to bump a less senior driver if a truck is open and the driver is qualified to drive that truck, otherwise that driver will be off until the truck is back up.

The policies and rules described in this manual supercede all prior policies and rules and may be changed or modified from time to time as the industry and the Company deem appropriate.

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5-22-23

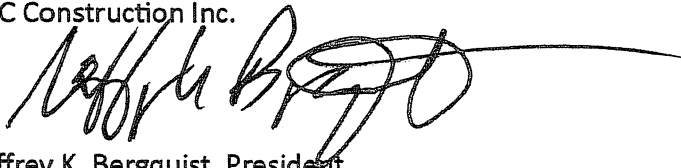
Village of Tinley Park
2023 Pavement Crack Fill Program Renewal

List of Employees that will be working on this project:

Ignacio Estrada
Alejandro Estrada
Jose Garcia
Luis Zendejas
Bertha Ramirez
Juan Hurtado

Employees are covered by a retirement plan.

SKC Construction Inc.

A handwritten signature in black ink, appearing to read 'Jeffrey K. Bergquist', with a long horizontal line extending to the right.

Jeffrey K. Bergquist, President

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.

SKC CONSTRUCTION, INC.

Name of Contractor (please print)

President

Title


Submitted by (signature)

JEFFREY K. BERGQUIST
PRESIDENT

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.

SKC CONSTRUCTION, INC.

Name of Contractor (please print)

President

Title


Submitted by (signature)

JEFFREY K. BERGQUIST
PRESIDENT

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.

SKC CONSTRUCTION, INC.

Name of Contractor (please print)

President

Title


Submitted by (signature)

JEFFREY K. BERGQUIST
PRESIDENT

Certificate Regarding Sexual Harassment Policy

The undersigned 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.

SKC CONSTRUCTION, INC

Name of Contractor (please print)

President

Title

Jeffrey K. Bergquist
Submitted by (signature)
JEFFREY K. BERGQUIST
PRESIDENT

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)

SKC CONSTRUCTION, INC

Name of Contractor (please print)

President

Title

Jeffrey K. Bergquist
Submitted by (signature)
JEFFREY K. BERGQUIST
PRESIDENT

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.

SKC CONSTRUCTION, INC.

Name of Contractor (please print)

President

Title


Submitted by (signature)

JEFFREY K. BERGQUIST
PRESIDENT

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-078

SKC CONSTRUCTION, INC.

Name of Contractor (please print)

President

Title


Submitted by (signature)

JEFFREY K. BERGQUIST
PRESIDENT

[Signature Page to Follow]

CONTRACTOR NAME

BY: _____

Printed Name: **JEFFREY K. BERGQUIST**

PRESIDENT

Title: _____

5-22-23

Date

VILLAGE OF TINLEY PARK

BY: _____

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

7/18/2023

Date

ATTEST:

Nanette O'Connor

Village Clerk

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

7/18/2023

Date

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

Exhibit A

SCOPE OF SERVICES

The proposed construction consists of cleaning and filling transverse and longitudinal joints and cracks in existing bituminous flexible pavement with fiber modified asphalt cement. Staff has used this maintenance technique to extend the pavement life and save money on asphalt. A map and/or list of the proposed locations for this Work are provided below. If the annual renewal option is exercised by the Village, an updated map and/or list of locations will be issued to the Contractor no later than May 1st of the subsequent year and a preconstruction meeting scheduled once the Contractor has prepared their schedule to complete the proposed Work.

<u>LOCATION NO.</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>
1	163rd Street	84th Avenue	West Village Limit	1,735
2	168th Street	84th Avenue	Cherry Creek Avenue	655
3	Creekside Avenue	168th Street	170th Place	1,807
4	169th Street	Creekside Avenue	West Village Limit	434
5	Cherry Creek Avenue	168th Street	171st Street	2,400
6	170th Place	West Village Limit	East to Cul De Sac	822
7	88th Avenue	171st Street	175th Street	2,540
8	Thornwood Drive	Cambridge Place	Briar Drive	1,047
9	Spruce Lane	Cambridge Place	Teakwood Drive	705
10	173rd Place	Cambridge Place	94th Avenue	1,423
11	Briar Drive	Thornwood Drive	Walnut Ln. (174th Pl.)	1,913
12	Teakwood Drive	Thornwood Drive	173rd Place	1,004
13	Cambridge Place	171st Street	174th Street	2,136
14	175th Street	94th Avenue	LaGrange Road	1,056
15	Cobblestone Court	Off Olde Gatehouse Rd.		615
16	Manchester Street	167th Street	Bremontowne Drive	1,536
17	Hunter Trail	Olde Gatehouse Road	Charnswood Drive	526
18	Olde Gatehouse Road	Hunter Trail	Manchester Street	323
19	Charnswood Drive	Hunter Trail	Charnswood Court	564
20	Charnswood Court	Off Charnswood Drive		200
21	165th Place	Oak Park Avenue	66th Avenue	1,280
22	66th Avenue	167th Street	Terrace Drive	1,415
23	166th Street	Ridgeland Avenue	66th Avenue	1,253
24	Glenview Drive	Elm Lane	Ravinia Drive	1,260
25	Ravinia Drive	Oak Park Avenue	Riverside Drive	1,728
26	Pine Point Drive	Elm Lane	Riverside Drive	1,560
27	Willow Lane	Off Forestview Drive		1,284

28	Ridgeland Avenue	167th Street	Willow Lane	1,925
29	Gaynelle Road	167th Street	Debra Lane	2,003
30	71st Court	173rd Place	175th Street	930
31	71st Avenue	173rd Place	175th Street	1,100
32	174th Place	70th Avenue	71st Avenue	350
33	175th Place	70th Avenue	68th Court	820
34	176th Street	Oak Park Avenue	70th Court	1,478
35	176th Place	68th Court	70th Avenue	825
36	70th Avenue	Hickory Street	177th Street	1,250
37	68th Court	175th Street	177th Street	1,241
38	179th Street	80th Avenue	East to Metra Lot	655
39	65th Avenue	183rd Street	Pine Lake Drive	336
40	Pine Lake Drive	65th Avenue	Pine Ridge Drive	1,040

47174 FT

Proposal Title:
VILLAGE OF TINLEY PARK
2023 Pavement Marking Program

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

(To be provided by Contractor prior to Award of Contract)

Executed in Duplicate

Bond No. 0635244

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SKC Construction, Inc.
695 Church Road
Elgin, IL 60123

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Same as Above

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: May 22, 2023

Amount: \$ 185,000.00

One Hundred Eighty Five Thousand Dollars and 00/100

Description:

(Name and location)

Village of Tinley Park - 2023 Pavement Crack Fill Program Renewal - Various Locations

BOND

Date: May 22, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 185,000.00

One Hundred Eighty Five Thousand Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SKC Construction, Inc.

Signature:

Name: Jeffrey K. Bergquist
and Title: President

SURETY

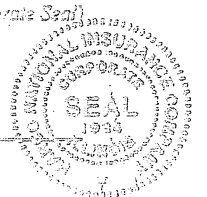
Company:

(Corporate Seal)

Harco National Insurance Company

Signature:

Name: William T. Krumm
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, LLC
2850 Golf Road
Rolling Meadows, IL 60008
800-770-3900

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

3-132003-010

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

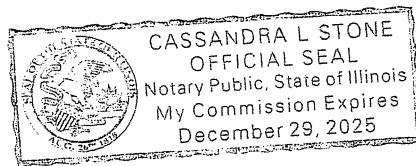
Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

SURETY COMPANY ACKNOWLEDGMENT

STATE OF (ILLINOIS)
COUNTY OF (COOK) ss:

On this 22nd day of May in the year 2023, before me personally came William T. Krumm, to me known, who, being by me duly sworn, did depose and say that he resides in Libertyville, IL that he is the ATTORNEY-IN-FACT of Harco National Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



Cassandra L. Stone

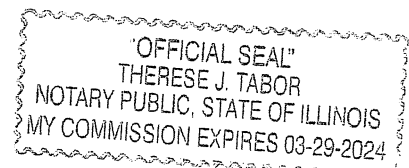
Notary Public

STATE OF (ILLINOIS)
COUNTY OF (KANE) ss:

On this 22nd day of May in the year 2023, before me personally came Jeffrey K. Bergquist to me known, who, being by me duly sworn, did depose and say that he/she resides in West Dundee, IL and that he/she is the President of the SKC Construction, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of said corporation and that he signed his/her name thereto by like order.

Therese J. Tabor

Notary Public



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 0836244

Principal SKC Construction, Inc.

Obligee Village of Tinley Park

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

William T. Krumm

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL
FIDELITY INSURANCE COMPANY have each executed and attested these presents
on this day of



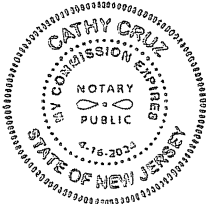
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this day of , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of May, 2023

Irene Martins, Assistant Secretary



SKCCONS-01

DSOMMERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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 AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(847) 758-1000	FAX (A/C, No): (847) 758-1200
INSURED SKC Construction, Inc. P.O. Box 503 West Dundee, IL 60118	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Selective Insurance Company of America		12572
	INSURER B : Service American Indemnity Company		39152
	INSURER C : Burlington Insurance Company		23620
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 052223

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			S 2551301	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY			S 2551301	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							UM/UIM \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		S 2551301	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 0		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SAMTWC100409	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	Excess Umbrella			820BE07418	2/1/2023	2/1/2024	5,000,000 5,000,000

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

Job: Village of Tinley Park, 2023 Pavement Crack Fill program renewal - Village of Tinley Park is Additional Insured for General Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park
16250 South Oak Park Avenue
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

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. 2023-R-077, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SKC CONSTRUCTION FOR 2023 PAVEMENT CRACK FILL PROGRAM (YEAR 2 OF 3)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on July 18th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 18th day of July, 2023.



VILLAGE CLERK