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

RESOLUTION
NO. 2020-R-092

**A RESOLUTION APPROVING CONTRACTS BETWEEN THE VILLAGE OF TINLEY PARK
AND JOHN BURNS CONSTRUCTION FOR THE
LED STREET LIGHTING REPLACEMENT PROJECT
PHASE 4 - PHASE 4A - PHASE 4B**

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

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

RESOLUTION NO. 2020-R-092

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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 John Burns Construction, a true and correct copy of such Contracts being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 15th day of September, 2020, by the Corporate Authorities of the Village of Tinley

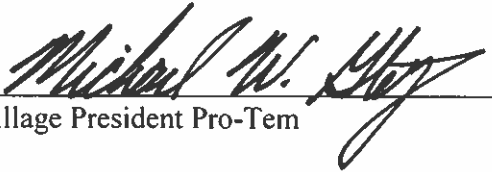
Park on a roll call vote as follows:

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

NAYS: None

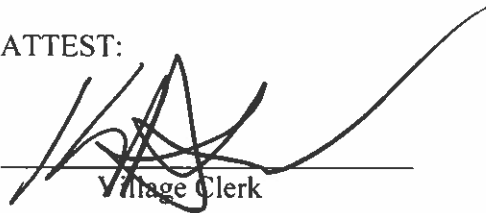
ABSENT: None

APPROVED this 15th day of September, 2020, by the President of the Village of Tinley Park.



Village President Pro-Tem

ATTEST:



Village Clerk

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-092, “**A RESOLUTION APPROVING CONTRACTS BETWEEN THE VILLAGE OF TINLEY PARK AND JOHN BURNS CONSTRUCTION FOR THE LED STREET LIGHTING REPLACEMENT PROJECT PHASE 4 - PHASE 4A - PHASE 4B,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 15, 2020.

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



KRISTIN A. THIRION, VILLAGE CLERK

EXHIBIT 1

**JOHN BURNS CONSTRUCTION FOR
LED STREET LIGHTING REPLACEMENT
PROJECT**

PHASE 4

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Three Hundred and Nine Thousand, Two Hundred Forty Three and 98/100 Dollars (309,243.98)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

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

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

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

The undersigned Scott Becker, as President and on behalf
(Name) (Title)
of John Burns Construction 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
- Corporation
- LLC
- Independent Contractor (Individual)

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

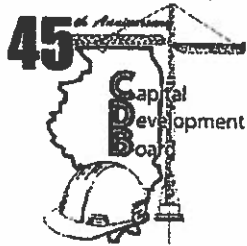
Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: CDB prequalification

Federal Employer I.D. #: 360857310

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

STATE OF ILLINOIS
BRUCE RAUNER, GOVERNOR



Gus Behnke, Executive Director

September 19, 2017

BOARD MEMBERS

James Reilly
Chairman

Glyn M. Ramage

Miles W. Beatty, III

William A. Lowry, Sr.

Steve Orlando

Pam McDonough

Jack V. Carney

Wm. G. Stratton Building
401 South Spring Street
Third Floor
Springfield, Illinois
62706-4050

James R. Thompson Center
100 West Randolph Street
Suite 14-600
Chicago, Illinois
60601-3283

Dunn-Richmond Economic
Development Center
1740 Innovation Drive
Suite 258
Carbondale, IL
62903-6102

IDOT District 3
Headquarters
700 East Norris Drive
Second Floor
Ottawa, Illinois
61350-0697

East St. Louis
Community College Center
601 James R. Thompson Blvd.
Building B., Suite 1025
E. St. Louis, Illinois
62201-1129

217.782.2864
217.524.0555 FAX
217.524.4449 TDD
www.illinois.gov/cdb

LETTER OF PREQUALIFICATION

**John Burns Construction Company
17601 Southwest Highway
Orland Park, IL. 60467**

Congratulations! The Capital Development Board is pleased to announce that your firm has successfully completed the contractor bidder responsibility prequalification process. Prequalification is effective **September 19, 2017** and expires **September 30, 2020**

Your firm's Prequalification/Registration Number is 004514. Please retain this number for use when corresponding with the Capital Development Board.

All correspondence, including bid submittals, between your firm and the Capital Development Board should reference your firm name exactly as it appears in this letter.

Periodic reviews of your firm's prequalification with the Capital Development Board will be conducted on a random basis. Any change (i.e., name, address, ownership, rendition of a judgment in a lawsuit, filing a bankruptcy petition, filing of criminal charges, termination, etc.) within your firm will require immediate written notification to this agency. Failure to do so may result in rejection of a bid.

A notice of your firm's prequalification expiration will be mailed approximately 60 days prior to expiration. It is the responsibility of each firm to ensure that prequalification is renewed.

The forms **Standard Documents for Construction and Bid Information Newsletter**, as well as many other useful documents, can be downloaded from our website at www.illinois.gov/cdb

Please contact me at 217/782-6152 with questions regarding this transmittal or your firm's prequalification with the Capital Development Board.

On behalf of the Capital Development Board, we look forward to and anticipate a long and successful relationship with your firm.

Sincerely,
CAPITAL DEVELOPMENT BOARD

Becky Matrisch

Registered with Illinois Department of Revenue: Yes No

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

Registered with Illinois Department of Employment Security: Yes No

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

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License
IDOT	0733	7-30-20	4-30-21	John Burns
City of Chgo	ECC 95402-3	5-29-20	4-30-21	" "
Code Cts Dept Bldg Zoning	30973	12-2-19	12-31-20	" "
Local 9	—	—	—	" "

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):

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

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

B 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.

B Form C Additional Information (if required)

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

B Illinois Department of Revenue registration

B Illinois Department of Employment Security registration

B Standards of Apprenticeship/Apprentice Agreements

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

B Written Safety Policy Statement signed by company representative

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

B Workers' Compensation Coverage

B Professional or Trade Licenses



To all to whom these Presents Shall Come, Greeting:

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

JOHN BURNS CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 1927, 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 29TH day of SEPTEMBER A.D. 2020 .

Jesse White

SECRETARY OF STATE

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX16 5185 5840#
JOHN BURNS CONSTRUCTION CO INC
17601 SOUTHWEST HWY
ORLAND PARK IL 60467-4200

November 1, 2019



Letter ID: CNXXXX1651855840

Account ID: 1017-4591

We have enclosed your Certificate of Registration.

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you are registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

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

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

**Orland Park (Cook)
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

JOHN BURNS CONSTRUCTION CO INC

17601 SOUTHWEST HWY
ORLAND PARK IL 60462

Loc. Code: 016-0053-2-001
Orland Park (Cook)
Cook County

Expiration Date:
12/31/2020


Certificate of Registration
Sales and use taxes and fees

(1017-4591)

ILLINOIS REVENUE
[Signature]
Director

Issued Date: **11/01/2019**

OFFICIAL DOCUMENT



Rate Determination



ides.illinois.gov

#BWNKMGV
 #CNXX XX32 5149 6165#
 JOHN BURNS CONSTRUCTION CO
 JOHN BURNS CONSTRUCTION CO
 17601 SOUTHWEST HWY
 ORLAND PARK IL 60467-4200

Mail Date: 12/02/2019
 Letter ID: CNXXX3251496165

Account ID: 0002341
 Name: JOHN BURNS CONSTRUCTION CO
 Protest Due Date: 12/17/2019
 For Calendar Year: 2020
 Wage Base: \$12,740.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2019

$$\text{BENEFIT CHARGES} \times \text{BENEFIT CONVERSION FACTOR} = \text{CONVERTED BENEFIT CHARGES} / \text{TAXABLE WAGES} = \text{BENEFIT RATIO} \times \text{STATE EXPERIENCE FACTOR} + \text{PENALTY RATE} + \text{FUND BUILDING RATE} = \text{CONTRIBUTION RATE (NEW)}$$

$$\$698,952.00 \quad 138.40 \quad 967,349.57 \quad 8,171,678.28 \quad 11.8378 \quad 79.00 \quad 0.000 \quad 0.425 \quad 6.825\%$$

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	21,517.00	372,397.16
Q4/2016	22,446.00	332,478.05
Q1/2017	63,551.00	1,750,295.55
Q2/2017	40,457.00	279,613.76
Q3/2017	90,690.00	135,594.47
Q4/2017	22,346.00	432,071.59
Q1/2018	115,133.00	1,809,476.87
Q2/2018	48,847.00	390,931.00
Q3/2018	35,462.00	204,543.05
Q4/2018	38,509.00	263,819.44
Q1/2019	153,632.00	1,947,231.26
Q2/2019	46,362.00	253,226.08
TOTALS	698,952.00	8,171,678.28

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 6.400% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.000 pays contributions at 5.400% for that quarter.

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

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

Federal law provides that you be informed that wage information and other confidential Unemployment Insurance information may be requested and utilized for other government purposes, including, but not limited to, verification of an individual's eligibility for other government programs.



Mail Date: 12/02/2019
 Letter ID: CNXXXX3251496165
 Account ID: 0002341

Rate Determination

Account ID: 0002341 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION RATE

6.825%

IMPORTANT

This contribution rate is used to calculate your contribution due for quarters in 2020 ONLY.

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

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

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	21,517.00	372,397.16		
Q4/2016	22,446.00	332,478.05		
Q1/2017	63,551.00	1,750,295.55		
Q2/2017	40,457.00	279,613.76		
Q3/2017	90,690.00	135,594.47		
Q4/2017	22,346.00	432,071.59		
Q1/2018	115,133.00	1,809,476.87		
Q2/2018	48,847.00	390,931.00		
Q3/2018	35,462.00	204,543.05		
Q4/2018	38,509.00	263,819.44		
Q1/2019	153,632.00	1,947,231.26		
Q2/2019	46,362.00	253,226.08		
TOTALS	698,952.00	8,171,678.28		

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

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

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

FAX TO:
 (217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

HOW YOUR CONTRIBUTION RATE WAS DETERMINED UNDER THE ILLINOIS EXPERIENCE RATING FORMULA

The following explanation summarizes the provisions in the Illinois Unemployment Insurance Act (Sections 1500-1507.1), governing the determination of contribution rates as they apply to employers who have incurred liability for the payment of contributions within each of the three or more preceding calendar years. Your CONTRIBUTION RATE, shown on the front of this notice, was determined based on the following factors:

1. YOUR BENEFIT RATIO

This percentage measures your experience as an employer under the Act during the period shown on the front of this notice. It was computed by dividing the total of your converted benefit charges for that period by the total taxable wages for the same period.

$$\text{(Benefit Charges X Benefit Conversion Factor) / Taxable Wages = BENEFIT RATIO}$$

Benefit charges are based upon the weekly benefit payment made to a claimant. The benefit charges are the weekly benefit amount plus the dependency allowance. A "Benefit Conversion Factor" is used as a multiplier in the calculation of the contribution rate.

Taxable wages are the portion of the total wages paid to all individuals by the employer during a calendar quarter upon which contributions are required. Refer to your UI-3/40 Contribution reports, (including adjustments), to verify your taxable wages. Effective 1989, Department's estimated wages shall not be included in the computation of the Benefit Ratio.

The experience rating period used to compute your benefit ratio may be 12, 24 or 36 months ending June 30 of the preceding year, depending on the number of consecutive calendar years you have incurred liability for the payment of contributions.

LIABILITY	EXPERIENCE RATING PERIOD
Within each of the 5 or more preceding years	36 months
Within each of the 4 preceding years	24 months
Within each of the 3 preceding years	12 months

2. THE STATE EXPERIENCE FACTOR

The percentage reflects the unemployment insurance experience of the State as a whole. It is the ratio of benefits paid to revenue received from all employers, subject to adjustment on the basis of the amount in the Unemployment Trust Fund.

3. FUND BUILDING RATE

The fund building rate was set by Statue to ensure adequate Trust Fund reserves for any future economic downturn. This is included in all employer rates.

Account ID: 0002341 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW INSTRUCTIONS

SECTION I

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

SECTION II

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

IMPORTANT:

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

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

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

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

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



Local Union No. 9

International Brotherhood of Electrical Workers
AFL-CIO

William W. Niesman
Business Manager

Bryan J. Nieciak
Financial Secretary

September 29, 2020

To whom it may concern:

John Burns Construction has been a signatory contractor with I.B.E.W., Local 9 since January 2009 and has maintained a good standing status since that time.

The remittance of working assessments deducted from employees working in the jurisdiction of I.B.E.W., Local 9 is current as of August 2020.

Should you have any further questions, please feel free to contact me at 708-449-9000.

Sincerely,

William W. Niesman
Business Manager

WWN/jac



Local Union No. 9

International Brotherhood of Electrical Workers
AFL-CIO

William W. Niesman
Business Manager

Bryan J. Nieciak
Financial Secretary

September 30, 2020

John Burns Construction Company
17601 Southwest Highway
Orland Park, IL 60467

Re: Apprenticeship Training Letter

To whom it may concern:

Please be advised that John Burns Construction Company is a signatory contractor with IBEW Local 9. Any person referred to John Burns Construction Company by IBEW Local 9 has completed or is currently enrolled in the Illinois Department of Labor apprentice training program number IL015920003.

If you have any questions, please feel free to contact me at 708-449-9000.

Sincerely,

John C. Burkard
Assistant Business Manager

JCB/bmn



SECTION 2: *Drug and Alcohol Policy*

PURPOSE:

The purpose of this procedure is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal manufacture, distribution, dispensation, possession, sale, and/or use of illegal drugs.

SCOPE:

This document describes the current policy and practice of John Burns Construction Company and its subsidiaries and will be interpreted, administered, and amended by John Burns Construction Company within its sole discretion. This procedure is not intended to and does not confer legal rights or impose legal obligations.

This policy covers all new-hire applicants, rehires, and current employees (including temporary employees).

DEFINITIONS:

1. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to the laws of any country and Federal, State, and local laws and regulations in the United States. Drugs and controlled substances that are not legally obtainable, or that are legally obtainable but have not been legally obtained, are considered to be illegal drugs. Examples include amphetamines, barbiturates, benzodiazepine, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.
2. The term *controlled substance abuse* includes prescribed drugs not being used for prescribed purposes or in a prescribed manner.

POLICY OBJECTIVES:

In order to achieve our goal of obtaining a drug and alcohol free workplace John Burns Construction Company will follow the drug testing requirements outlined in 49 CFR Part 199 of the Department of Transportation Safety Regulations for Pipeline and Hazardous Materials Administration. We believe that the implementation of such a program will discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug/alcohol related problems. We further believe that



this testing program will operate as a deterrent to those individuals who might be tempted to try drugs for the first time. Finally, we believe that this program will enhance the safety and health of our employees by fostering the early identification and referral for treatment of workers with substance abuse problems.

REQUIRED TESTING:

Pre-Employment Testing

1. Any applicant, considered for employment will be required to provide a urine sample for testing and sign an "Applicant Consent Form."

Probable Suspicion/Reasonable Cause Testing

2. JBCC will require a drug and alcohol test for an employee when there is "probable suspicion" that the employee cannot safely perform his or her job and could potentially be under the influence of a prohibited drug and/or alcohol in violation of this policy.
3. The employee will be asked to sign a consent form. Any employee who refuses to sign the consent form or to provide a urine and/or breath sample will be considered as admitting guilt. This will be treated as insubordination, and will be disciplined as a "positive" result, subject to appropriate disciplinary measures up to and including discharge.
4. If possible, the probable suspicion circumstance; should be witnessed by at least two (2) trained supervisors or company representatives.
5. If the supervisors and/or company officials determine that Probable Suspicion/Reasonable Cause exists, the employee will be tested for alcohol and drugs. The employee will not be allowed to drive and will be escorted to the clinic by a supervisor to provide a urine sample for drug testing and breath sample for alcohol testing. After appropriate samples are provided, arrangements will be made to transport the employee to their home. If the employee refuses to cooperate at any time and attempts to operate a vehicle JBCC will contact local enforcement officials.
6. Pending the company's receipt of the results of the employee's drug and/or alcohol tests, the employee will be suspended without pay. If the test results are negative, the employee will be reinstated and will be awarded full back pay.



Post-Accident Testing

1. Any employee involved in an "At Fault" General Liability or Auto Accident will be required to provide a urine sample and/or breathe sample for testing. Commercial drivers will follow provisions of DOT regulations regarding post accident drug and alcohol testing. All personal injury accidents that result in medical attention will require a drug and alcohol test. Testing will be completed within 24 hours of accident. Non-compliance with these terms will be considered an admission of guilt and disciplined as a "positive" test result.
2. Any employee failing or refusing to provide a drug/alcohol sample or who has a verified positive or adulterated test result after being involved in an accident will be subject to appropriate disciplinary measures, up to and including discharge.

Random Testing

1. All field craft employees, mechanics and drivers will be subject to unannounced, random urine drug and/or breathe alcohol tests at a frequency and rate determined by John Burns Construction Company. Commercial drivers will be subject to DOT regulations.
2. Employees will be selected for testing by an independent, third party utilizing a computer based random number generator and all employees will have an equal chance of being selected. Any employee selected for a random test will be subject to additional tests in the future if he/she is again selected.
3. Any employee refusing to submit to a random drug/alcohol test at the time of the request, ("Refusal to Test") will be subject to appropriate disciplinary measures, up to and including discharge.

ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE:

Early recognition and treatment of illegal drug use or controlled substance abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption. John Burns Construction Company encourages the earliest possible diagnosis and treatment for illegal drug use or controlled substance abuse. John Burns Construction Company supports sound treatment efforts. John Burns Construction Company is not obligated to assist employees in overcoming illegal drug use. The decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is the individual employee's responsibility. Before an employee can be reinstated to his/her job, they must first complete a substance abuse program, receive a verified "negative"



substance test and must reapply for a position with John Burns Construction Company.

AUTHORIZED USE OF PRESCRIBED MEDICINE:

An employee undergoing prescribed medical treatment with any drug or controlled substance that may impair his or her physical or mental ability should report this treatment to their immediate supervisor. The Supervisor of the employee is responsible contacting the JBCC President who will determine whether the company should temporarily change the employee's job assignment during the period of treatment.

ALCOHOL USE OR POSSESSION ON COMPANY PREMISES:

The use, possession, sale, or distribution of alcohol on Company premises, or in Company-supplied vehicles, whether during working hours or non-working hours, is prohibited and constitutes a violation of policy. Such action will be handled pursuant to the John Burns Construction Company Progressive Discipline Policy.

PROHIBITIONS:

John Burns Construction Company prohibits the following:

1. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs on or off company premises during working hours or non-working hours
2. Controlled substance abuse whether on or off Company premises and whether during working hours or non-working hours
3. Storing any illegal drug in a locker, desk, automobile, or other repository on Company premises
4. Being under the influence of an illegal drug or engaging in controlled substance abuse on Company premises, while engaged in Company business, while in a Company-supplied vehicle, or during working hours.
5. Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing
6. Use, possession, sale, or distribution of alcohol, or being under the influence of alcohol on Company premises, or in Company-supplied vehicles, whether during working hours or non-working hours.



7. Refusing consent to testing or refusing to submit a urine sample for testing when required by a Company representative or by representatives of any Company customer, vendor, or supplier
8. Being indicted or convicted under any criminal drug statute.
9. Failing to notify the Company of any incident or conviction under any criminal drug statute within 5 days of the event.
10. Failing to comply with rules and regulations promulgated under any testing programs maintained by John Burns Construction Company pursuant to such rules and regulations.

TESTING:

1. John Burns Construction Company will establish a testing program for illegal drugs and controlled substances for all employees and will, in its sole discretion, determine (and may at any time change) the requirements extent, and frequency of employee testing.
2. John Burns Construction Company will test all applicants, whether new employees or rehires. John Burns Construction Company requires that every newly hired and rehired employee be free of illegal drug use and controlled substance abuse. Each offer of employment shall be conditioned upon the successful completion of a test for illegal drugs and controlled substances as prescribed by the Company. Any applicant who tests positive in the pre-employment drug test shall be rejected unless the applicant adequately establishes a legal basis for the use of the drug or controlled substance with respect to which the applicant tested positive.
3. Whenever John Burns Construction Company, during the course of an investigation by management, has reasonable suspicion that an employee has used illegal drugs or engaged in controlled substance abuse, whether during working hours or non-working hours, on or off Company premises, the Company may require the employee to submit a urine or other acceptable sample for testing, as prescribed by the Company.
4. Failure of any employee to establish a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.
5. Applicants and employees subject to testing must, prior to testing, sign an approved form agreeing to the testing and authorizing the release of test results to the John Burns Construction Company Safety Director, and authorizing the disclosure of the results to the employee's supervisor. John



Burns Construction Company officers, employees, agents, and representatives may use such information in connection with Company business and for purposes of employment and disciplinary actions, and disclose it when required to Government agencies and to others upon valid legal requests and legal proceedings.

6. John Burns Construction Company, prior to taking any action, will give all employees who test positive the opportunity to explain in writing the test results. Failure of any employee to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy. An MRO (Medical Review Officer) will be used to verify "positive" results at the discretion of the company.
7. John Burns Construction Company will establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all Government agencies.

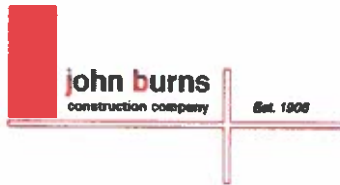
CONSEQUENCES FOR VIOLATION OF THE DRUG-FREE POLICY:

Violation of this policy may result in disciplinary action up to termination at the Company's sole discretion.

John Burns Construction Company will promptly terminate any employee who tests positive for illegal drugs or controlled substances, unless the employee establishes a legal basis for the illegal drug or controlled substances.

RECORDKEEPING:

1. John Burns Construction Company will retain all drug and alcohol testing records for a period of three years from test date.
2. Record of the number of employees tested will be retained for five years.
3. Records confirming that supervisors and employees have been trained as required under this plan will be retained for three years.



ACKNOWLEDGEMENT OF RECEIPT

OF SUBSTANCE ABUSE POLICY

I have read and understand the Substance Abuse Policy of the Company and agree to abide by its terms and conditions. I further understand and agree that if the results of any specimen provided by me are positive, the Company may release such positive results to the appropriate federal or state licensing or certifying authorities pursuant to whose authority I hold a license or certificate.

Employee Printed Name

Date

Employee Signature

Social Security Number



Safety Policy Statement

The safety and health of our employees is this company's most important business consideration. No employee will be required to do a job that they consider unsafe. John Burns Construction Company (JBCC) will comply with all applicable OSHA workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

John Burns Construction Company pledges to do the following:

1. Strive to achieve the goal of zero accidents and injuries.
2. Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
3. Train all employees in safe work practices and procedures.
4. Provide employees with necessary personal protective equipment and train them to use and care for it properly.
5. Enforce company safety and health rules and require employees to follow the rules as a condition of employment.
6. Investigate accidents to determine the cause and prevent similar accidents.

Managers, supervisors, and all other employees share responsibility for a safe and healthful workplace.

1. Management is accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety-and-health hazards and regularly review the company's safety and health program.
2. Supervisors are responsible for supervising and training workers in safe work practices.
3. Supervisors must enforce company rules and ensure that employees follow safe practices during their work.
4. Employees are expected to participate in safety and health program activities including, immediately reporting hazards, unsafe work practices, and accidents to supervisors, and wearing required personal protective equipment.

William O'Malley

CEO – William O'Malley

john burns construction company
17601 Southwest Highway
Orland Park, IL 60467

Safety Program
Safety Policy Statement
Revised Date: 2/9/17



JB Pritzker, Governor
James L. Bennett, Director

IDHR #: 102768-00
Date Eligible: 09/24/2019
Expires on: 09/24/2024

DALE R SLUSARSKI
JOHN BURNS CONSTRUCTION CO
17601 SOUTHWEST HWY
ORLAND PARK, IL 60467

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

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

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

JOHN BURNS CONSTRUCTION COMPANY
17601 SOUTHWEST HIGHWAY

ORLAND PARK IL 60467

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04492

CERTIFICATE NUMBER : GC04492-17

FEE: \$ 2000

DATE ISSUED: 05/12/2020

DATE EXPIRES: 05/25/2021

THIS LICENSE IS NON-TRANSFERABLE

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

A handwritten signature in cursive script, appearing to read "Lori E Lightfoot".

Lori E Lightfoot
Mayor

A handwritten signature in cursive script, appearing to read "Judith Frydland".

Judith Frydland
Commissioner

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10035

JOHN BURNS CONSTRUCTION

17601 SOUTHWEST HWY

ORLAND PARK IL 60467

Information for this business last updated on:

Tuesday, October 18, 2016

Certificate produced on Tuesday, April 21, 2020 at 2:01 PM



Certificate No: ECC95402-3



Lori E Lightfoot, Mayor

Certificate of Registration

*issued by the
Department of Buildings*

of the City of Chicago

*This is to Certify that
located at
having complied with the requirements of Ordinances passed by the City Council of the City of Chicago
providing for the registration of electrical contractors is hereby recorded as a*

**JOHN BURN CONSTRUCTION COMPANY - ECC95402
17601 SOUTHWEST HIGHWAY ORLAND PARK, IL 60467**

REGISTERED ELECTRICAL CONTRACTOR

General Electrician

*and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago
now in force or which may be hereafter passed. This certificate EXPIRES April 30, 2021.*

SUPERVISING ELECTRICIAN: LAWRENCE BARTON - SE4767


In Witness Whereof I have hereunto set my hand on May 29, 2020.

Lawrence Barton

Eligibility to Contract

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

John Burns Construction
Name of Contractor (please print)



Submitted by (signature)

Scott Becker - President
Title

Certificate of Compliance with Illinois Human Rights Act

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

John Burns Construction
Name of Contractor (please print)

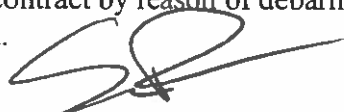

Submitted by (signature)

Scott Becker - President
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

John Burns Construction
Name of Contractor (please print)



Submitted by (signature)

Scott Becker - President
Title

Certificate Regarding Sexual Harassment Policy

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

John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker - President
Title


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

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker - President
Title

Certificate of Compliance with Prevailing Wage Requirements


The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)

Scott Becker - President
Title

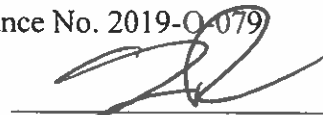

Submitted by (signature)

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. 2019-0-079


John Burns Construction
Name of Contractor (please print)

Scott Becker - President
Title


Submitted by (signature)

[Signature Page to Follow]

John Burns Construction

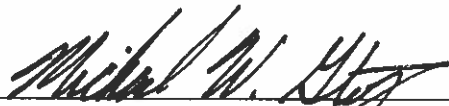
BY: 

10-7-20
Date

Printed Name: Scott Becker

Title: President


VILLAGE OF TINLEY PARK

BY: 

Sept. 15, 2020
Date

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

ATTEST:



Sept. 15, 2020
Date

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

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Phase 4 Project as detailed in:

- **Estimate: 15493**
 - **Project: Village of Tinley Park LED Street Lighting Replacement PH 4**
 - **Due Date: 8/14/2020**
 - **Note: Quotation firm for 275 days**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt	
	PHONE (A/C, No, Ext): (847) 598-8753	FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: ltodt@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		
	INSURER A : Nat'l Fire Ins of Hartford	NAIC # 20478
	INSURER B : Travelers Property Casualty	25674
	INSURER C : Columbia Casualty Co	31127
	INSURER D : Continental Casualty Co	20443
	INSURER E : Transportation Insurance Compa	20494
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1214563348** **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.

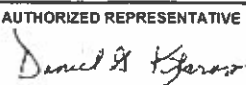
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			6072439196	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6072434516	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP10S4103319NF	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			WC672434533	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution/Professional			6072095174	7/1/2019	7/1/2020	Each Occurrence	2,000,000
							General Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LED Street Lighting Replacement Phase 3, Village of Tinley Park

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.
Christopher B Burke Engineering, LTD

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.
See Attached...

CERTIFICATE HOLDER **CANCELLATION**

Christopher B Burke Engineering, LTD 9575 West Higgins Road Suite 600 Rosemont IL 60018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd		NAMED INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follows form.

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
--	------------------------------------------------------------------------------------------------------------------------------

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
--	------------------------------------------------------------------------------------------------------------------------------

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

National Fire Insurance Co. of Hartford

Insured Name: John Burns Construction Company

Policy No: 6072439196

Endorsement No: 01

Effective Date: 7/1/2019

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
None		

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

Date	Law	Determination	Penalty
None			

EXHIBIT 1

JOHN BURNS CONSTRUCTION FOR LED STREET LIGHTING REPLACEMENT PROJECT

PHASE 4A

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **One Hundred and Fourteen Thousand, Five Hundred Eighty Four and 28/100 Dollars (114,584.28)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

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

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

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

The undersigned Scott Becker, as President and on behalf
(Name) (Title)
of John Burns Construction having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

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

Illinois

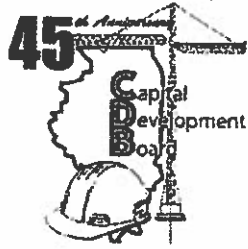
Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: CDB prequalification

Federal Employer I.D. #: 360857310

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

STATE OF ILLINOIS
BRUCE RAUNER, GOVERNOR



Gus Behnke, Executive Director

September 19, 2017

BOARD MEMBERS

James Reilly
Chairman

Glynn M. Ramage

Miles W. Beatty, III

William A. Lowry, Sr.

Steve Orlando

Pam McDonough

Jack V. Carney

Wm. G. Stratton Building
401 South Spring Street
Third Floor
Springfield, Illinois
62706-4050

James R. Thompson Center
100 West Randolph Street
Suite 14-600
Chicago, Illinois
60601-3283

Dunn-Richmond Economic
Development Center
1740 Innovation Drive
Suite 258
Carbondale, IL
62903-6102

IDOT District 3
Headquarters
700 East Norris Drive
Second Floor
Ottawa, Illinois
61350-0697

East St. Louis
Community College Center
601 James R. Thompson Blvd.
Building B., Suite 1025
E. St. Louis, Illinois
62201-1129

217.782.2864
217.524.0555 FAX
217.524.4449 TDD
www.illinois.gov/cdb

LETTER OF PREQUALIFICATION

John Burns Construction Company
17601 Southwest Highway
Orland Park, IL. 60467

Congratulations! The Capital Development Board is pleased to announce that your firm has successfully completed the contractor bidder responsibility prequalification process. Prequalification is effective **September 19, 2017** and expires **September 30, 2020**

Your firm's Prequalification/Registration Number is 004514. Please retain this number for use when corresponding with the Capital Development Board.

All correspondence, including bid submittals, between your firm and the Capital Development Board should reference your firm name exactly as it appears in this letter.

Periodic reviews of your firm's prequalification with the Capital Development Board will be conducted on a random basis. Any change (i.e., name, address, ownership, rendition of a judgment in a lawsuit, filing a bankruptcy petition, filing of criminal charges, termination, etc.) within your firm will require immediate written notification to this agency. Failure to do so may result in rejection of a bid.

A notice of your firm's prequalification expiration will be mailed approximately 60 days prior to expiration. It is the responsibility of each firm to ensure that prequalification is renewed.

The forms **Standard Documents for Construction and Bid Information Newsletter**, as well as many other useful documents, can be downloaded from our website at www.illinois.gov/cdb

Please contact me at 217/782-6152 with questions regarding this transmittal or your firm's prequalification with the Capital Development Board.

On behalf of the Capital Development Board, we look forward to and anticipate a long and successful relationship with your firm.

Sincerely,
CAPITAL DEVELOPMENT BOARD

Booby Matrisch

Registered with Illinois Department of Revenue: Yes No

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

Registered with Illinois Department of Employment Security: Yes No

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

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License
IL DOT	0733	7-30-20	4-30-21	John Burns
City of Chgo	ECC 95A02-3	5-29-20	4-30-21	" "
Code Cts Dept Bldg Zoning	30973	12-2-19	12-31-20	" "
Local 9	—	—	—	" "

2

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):

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

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

SB 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.

SB Form C Additional Information (if required)

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

SB Illinois Department of Revenue registration

SB Illinois Department of Employment Security registration

SB Standards of Apprenticeship/Apprentice Agreements

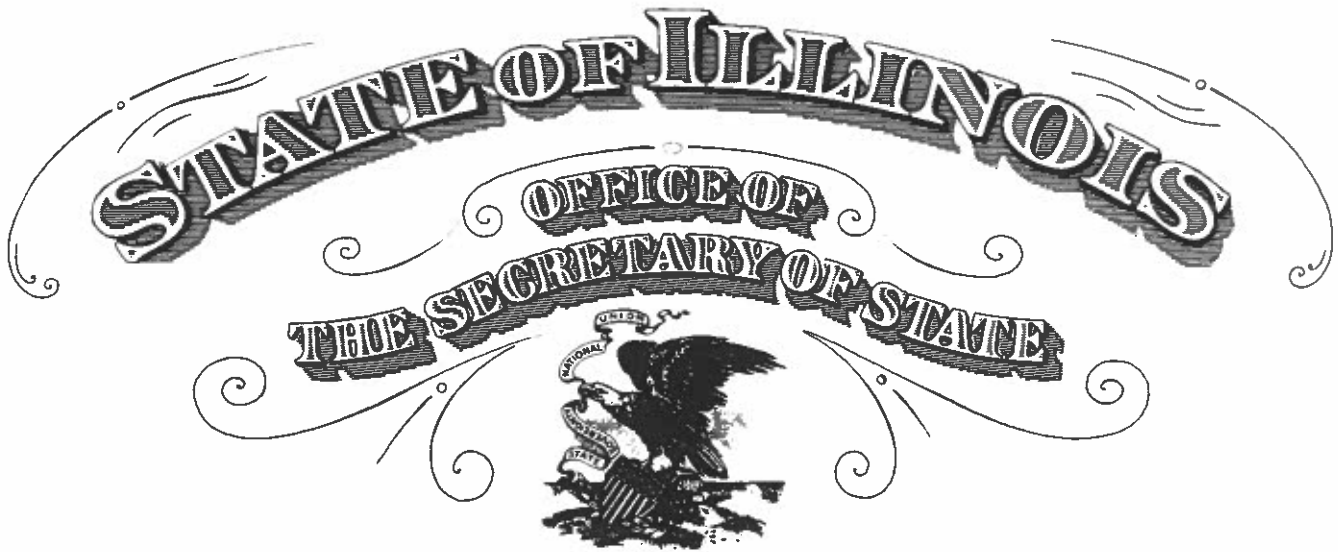
SB Substance Abuse Prevention program (or applicable provision from CBA in effect)

SB Written Safety Policy Statement signed by company representative

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

SB Workers' Compensation Coverage

SB Professional or Trade Licenses



To all to whom these Presents Shall Come, Greeting:

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

JOHN BURNS CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 1927, 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 29TH day of SEPTEMBER A.D. 2020 .

Jesse White

SECRETARY OF STATE

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX16 5185 5840#
JOHN BURNS CONSTRUCTION CO INC
17601 SOUTHWEST HWY
ORLAND PARK IL 60467-4200

November 1, 2019



Letter ID: CNXXXX1651855840

Account ID: 1017-4591

We have enclosed your Certificate of Registration.

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you are registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

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

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

**Orland Park (Cook)
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

JOHN BURNS CONSTRUCTION CO INC

**17601 SOUTHWEST HWY
ORLAND PARK IL 60462**

Loc. Code: 016-0053-2-001
**Orland Park (Cook)
Cook County**

Expiration Date:
12/31/2020

Certificate of Registration
Sales and use taxes and fees (1017-4591)

ILLINOIS REVENUE
[Signature]
Director

Issued Date: **11/01/2019**

OFFICIAL DOCUMENT

Rate Determination



ides.illinois.gov

#BWNKMGV
 #CNXX XX32 5149 6165#
 JOHN BURNS CONSTRUCTION CO
 JOHN BURNS CONSTRUCTION CO
 17601 SOUTHWEST HWY
 ORLAND PARK IL 60467-4200

Mail Date: 12/02/2019
 Letter ID: CNXXXX3251496165

Account ID: 0002341
 Name: JOHN BURNS CONSTRUCTION CO
 Protest Due Date: 12/17/2019
 For Calendar Year: 2020
 Wage Base: \$12,740.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2019

BENEFIT CHARGES X BENEFIT CONVERSION FACTOR = CONVERTED BENEFIT CHARGES / TAXABLE WAGES = BENEFIT RATIO X STATE EXPERIENCE FACTOR + PENALTY RATE + FUND BUILDING RATE = CONTRIBUTION RATE (NEW)

\$698,952.00 138.40 967,349.57 8,171,678.28 11.8378 79.00 0.000 0.425 6.825%

QUARTERLY DETAIL		
QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	21,517.00	372,397.16
Q4/2016	22,446.00	332,478.05
Q1/2017	63,551.00	1,750,295.55
Q2/2017	40,457.00	279,613.76
Q3/2017	90,690.00	135,594.47
Q4/2017	22,346.00	432,071.59
Q1/2018	115,133.00	1,809,476.87
Q2/2018	48,847.00	390,931.00
Q3/2018	35,462.00	204,543.05
Q4/2018	38,509.00	263,819.44
Q1/2019	153,632.00	1,947,231.26
Q2/2019	46,362.00	253,226.08
TOTALS	698,952.00	8,171,678.28

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 6.400% plus the fund builder and any statutory surcharge.

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

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

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

Federal law provides that you be informed that wage information and other confidential Unemployment Insurance information may be requested and utilized for other government purposes, including, but not limited to, verification of an individual's eligibility for other government programs.



Mail Date: 12/02/2019
 Letter ID: CNXXXX3251496165
 Account ID: 0002341

Rate Determination

Account ID: 0002341 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION RATE

6.825%

IMPORTANT

This contribution rate is used to calculate your contribution due for quarters in 2020 ONLY.

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

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

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	21,517.00	372,397.16		
Q4/2016	22,446.00	332,478.05		
Q1/2017	63,551.00	1,750,295.55		
Q2/2017	40,457.00	279,613.76		
Q3/2017	90,690.00	135,594.47		
Q4/2017	22,346.00	432,071.59		
Q1/2018	115,133.00	1,809,476.87		
Q2/2018	48,847.00	390,931.00		
Q3/2018	35,462.00	204,543.05		
Q4/2018	38,509.00	263,819.44		
Q1/2019	153,632.00	1,947,231.26		
Q2/2019	46,362.00	253,226.08		
TOTALS	698,952.00	8,171,678.28		

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

Other _____

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

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

FAX TO:
 (217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

HOW YOUR CONTRIBUTION RATE WAS DETERMINED UNDER THE ILLINOIS EXPERIENCE RATING FORMULA

The following explanation summarizes the provisions in the Illinois Unemployment Insurance Act (Sections 1500-1507.1), governing the determination of contribution rates as they apply to employers who have incurred liability for the payment of contributions within each of the three or more preceding calendar years. Your CONTRIBUTION RATE, shown on the front of this notice, was determined based on the following factors:

1. YOUR BENEFIT RATIO

This percentage measures your experience as an employer under the Act during the period shown on the front of this notice. It was computed by dividing the total of your converted benefit charges for that period by the total taxable wages for the same period.

$$(\text{Benefit Charges X Benefit Conversion Factor}) / \text{Taxable Wages} = \text{BENEFIT RATIO}$$

Benefit charges are based upon the weekly benefit payment made to a claimant. The benefit charges are the weekly benefit amount plus the dependency allowance. A "Benefit Conversion Factor" is used as a multiplier in the calculation of the contribution rate.

Taxable wages are the portion of the total wages paid to all individuals by the employer during a calendar quarter upon which contributions are required. Refer to your UI-3/40 Contribution reports, (including adjustments), to verify your taxable wages. Effective 1989, Department's estimated wages shall not be included in the computation of the Benefit Ratio.

The experience rating period used to compute your benefit ratio may be 12, 24 or 36 months ending June 30 of the preceding year, depending on the number of consecutive calendar years you have incurred liability for the payment of contributions.

LIABILITY	EXPERIENCE RATING PERIOD
Within each of the 5 or more preceding years	36 months
Within each of the 4 preceding years	24 months
Within each of the 3 preceding years	12 months

2. THE STATE EXPERIENCE FACTOR

The percentage reflects the unemployment insurance experience of the State as a whole. It is the ratio of benefits paid to revenue received from all employers, subject to adjustment on the basis of the amount in the Unemployment Trust Fund.

3. FUND BUILDING RATE

The fund building rate was set by Statue to ensure adequate Trust Fund reserves for any future economic downturn. This is included in all employer rates.

Account ID: 0002341 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW INSTRUCTIONS

SECTION I

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

SECTION II

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

IMPORTANT:

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

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

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

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

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



Local Union No. 9

International Brotherhood of Electrical Workers
AFL-CIO

William W. Niesman
Business Manager

Bryan J. Nieciak
Financial Secretary

September 30, 2020

John Burns Construction Company
17601 Southwest Highway
Orland Park, IL 60467

Re: Apprenticeship Training Letter

To whom it may concern:

Please be advised that John Burns Construction Company is a signatory contractor with IBEW Local 9. Any person referred to John Burns Construction Company by IBEW Local 9 has completed or is currently enrolled in the Illinois Department of Labor apprentice training program number IL015920003.

If you have any questions, please feel free to contact me at 708-449-9000.

Sincerely,

John C. Burkard
Assistant Business Manager

JCB/bmn



Local Union No. 9

International Brotherhood of Electrical Workers
AFL-CIO

William W. Niesman
Business Manager

Bryan J. Nieciak
Financial Secretary

September 29, 2020

To whom it may concern:

John Burns Construction has been a signatory contractor with I.B.E.W., Local 9 since January 2009 and has maintained a good standing status since that time.

The remittance of working assessments deducted from employees working in the jurisdiction of I.B.E.W., Local 9 is current as of August 2020.

Should you have any further questions, please feel free to contact me at 708-449-9000.

Sincerely,

A handwritten signature in blue ink that reads "William W. Niesman".

William W. Niesman
Business Manager

WWN/jac



SECTION 2: *Drug and Alcohol Policy*

PURPOSE:

The purpose of this procedure is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal manufacture, distribution, dispensation, possession, sale, and/or use of illegal drugs.

SCOPE:

This document describes the current policy and practice of John Burns Construction Company and its subsidiaries and will be interpreted, administered, and amended by John Burns Construction Company within its sole discretion. This procedure is not intended to and does not confer legal rights or impose legal obligations.

This policy covers all new-hire applicants, rehires, and current employees (including temporary employees).

DEFINITIONS:

1. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to the laws of any country and Federal, State, and local laws and regulations in the United States. Drugs and controlled substances that are not legally obtainable, or that are legally obtainable but have not been legally obtained, are considered to be illegal drugs. Examples include amphetamines, barbiturates, benzodiazepine, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.
2. The term *controlled substance abuse* includes prescribed drugs not being used for prescribed purposes or in a prescribed manner.

POLICY OBJECTIVES:

In order to achieve our goal of obtaining a drug and alcohol free workplace John Burns Construction Company will follow the drug testing requirements outlined in 49 CFR Part 199 of the Department of Transportation Safety Regulations for Pipeline and Hazardous Materials Administration. We believe that the implementation of such a program will discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug/alcohol related problems. We further believe that



this testing program will operate as a deterrent to those individuals who might be tempted to try drugs for the first time. Finally, we believe that this program will enhance the safety and health of our employees by fostering the early identification and referral for treatment of workers with substance abuse problems.

REQUIRED TESTING:

Pre-Employment Testing

1. Any applicant, considered for employment will be required to provide a urine sample for testing and sign an "Applicant Consent Form."

Probable Suspicion/Reasonable Cause Testing

2. JBCC will require a drug and alcohol test for an employee when there is "probable suspicion" that the employee cannot safely perform his or her job and could potentially be under the influence of a prohibited drug and/or alcohol in violation of this policy.
3. The employee will be asked to sign a consent form. Any employee who refuses to sign the consent form or to provide a urine and/or breath sample will be considered as admitting guilt. This will be treated as insubordination, and will be disciplined as a "positive" result, subject to appropriate disciplinary measures up to and including discharge.
4. If possible, the probable suspicion circumstance; should be witnessed by at least two (2) trained supervisors or company representatives.
5. If the supervisors and/or company officials determine that Probable Suspicion/Reasonable Cause exists, the employee will be tested for alcohol and drugs. The employee will not be allowed to drive and will be escorted to the clinic by a supervisor to provide a urine sample for drug testing and breath sample for alcohol testing. After appropriate samples are provided, arrangements will be made to transport the employee to their home. If the employee refuses to cooperate at any time and attempts to operate a vehicle JBCC will contact local enforcement officials.
6. Pending the company's receipt of the results of the employee's drug and/or alcohol tests, the employee will be suspended without pay. If the test results are negative, the employee will be reinstated and will be awarded full back pay.



Post-Accident Testing

1. Any employee involved in an "At Fault" General Liability or Auto Accident will be required to provide a urine sample and/or breathe sample for testing. Commercial drivers will follow provisions of DOT regulations regarding post accident drug and alcohol testing. All personal injury accidents that result in medical attention will require a drug and alcohol test. Testing will be completed with 24 hours of accident. Non-compliance with these terms will be considered an admission of guilt and disciplined as a "positive" test result.
2. Any employee failing or refusing to provide a drug/alcohol sample or who has a verified positive or adulterated test result after being involved in an accident will be subject to appropriate disciplinary measures, up to and including discharge.

Random Testing

1. All field craft employees, mechanics and drivers will be subject to unannounced, random urine drug and/or breathe alcohol tests at a frequency and rate determined by John Burns Construction Company. Commercial drivers will be subject to DOT regulations.
2. Employees will be selected for testing by an independent, third party utilizing a computer based random number generator and all employees will have an equal chance of being selected. Any employee selected for a random test will be subject to additional tests in the future if he/she is again selected.
3. Any employee refusing to submit to a random drug/alcohol test at the time of the request, ("Refusal to Test") will be subject to appropriate disciplinary measures, up to and including discharge.

ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE:

Early recognition and treatment of illegal drug use or controlled substance abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption. John Burns Construction Company encourages the earliest possible diagnosis and treatment for illegal drug use or controlled substance abuse. John Burns Construction Company supports sound treatment efforts. John Burns Construction Company is not obligated to assist employees in overcoming illegal drug use. The decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is the individual employee's responsibility. Before an employee can be reinstated to his/her job, they must first complete a substance abuse program, receive a verified "negative"



substance test and must reapply for a position with John Burns Construction Company.

AUTHORIZED USE OF PRESCRIBED MEDICINE:

An employee undergoing prescribed medical treatment with any drug or controlled substance that may impair his or her physical or mental ability should report this treatment to their immediate supervisor. The Supervisor of the employee is responsible contacting the JBCC President who will determine whether the company should temporarily change the employee's job assignment during the period of treatment.

ALCOHOL USE OR POSSESSION ON COMPANY PREMISES:

The use, possession, sale, or distribution of alcohol on Company premises, or in Company-supplied vehicles, whether during working hours or non-working hours, is prohibited and constitutes a violation of policy. Such action will be handled pursuant to the John Burns Construction Company Progressive Discipline Policy.

PROHIBITIONS:

John Burns Construction Company prohibits the following:

1. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs on or off company premises during working hours or non-working hours
2. Controlled substance abuse whether on or off Company premises and whether during working hours or non-working hours
3. Storing any illegal drug in a locker, desk, automobile, or other repository on Company premises
4. Being under the influence of an illegal drug or engaging in controlled substance abuse on Company premises, while engaged in Company business, while in a Company-supplied vehicle, or during working hours.
5. Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing
6. Use, possession, sale, or distribution of alcohol, or being under the influence of alcohol on Company premises, or in Company-supplied vehicles, whether during working hours or non-working hours.



7. Refusing consent to testing or refusing to submit a urine sample for testing when required by a Company representative or by representatives of any Company customer, vendor, or supplier
8. Being indicted or convicted under any criminal drug statute.
9. Failing to notify the Company of any incident or conviction under any criminal drug statute within 5 days of the event.
10. Failing to comply with rules and regulations promulgated under any testing programs maintained by John Burns Construction Company pursuant to such rules and regulations.

TESTING:

1. John Burns Construction Company will establish a testing program for illegal drugs and controlled substances for all employees and will, in its sole discretion, determine (and may at any time change) the requirements extent, and frequency of employee testing.
2. John Burns Construction Company will test all applicants, whether new employees or rehires. John Burns Construction Company requires that every newly hired and rehired employee be free of illegal drug use and controlled substance abuse. Each offer of employment shall be conditioned upon the successful completion of a test for illegal drugs and controlled substances as prescribed by the Company. Any applicant who tests positive in the pre-employment drug test shall be rejected unless the applicant adequately establishes a legal basis for the use of the drug or controlled substance with respect to which the applicant tested positive.
3. Whenever John Burns Construction Company, during the course of an investigation by management, has reasonable suspicion that an employee has used illegal drugs or engaged in controlled substance abuse, whether during working hours or non-working hours, on or off Company premises, the Company may require the employee to submit a urine or other acceptable sample for testing, as prescribed by the Company.
4. Failure of any employee to establish a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.
5. Applicants and employees subject to testing must, prior to testing, sign an approved form agreeing to the testing and authorizing the release of test results to the John Burns Construction Company Safety Director, and authorizing the disclosure of the results to the employee's supervisor. John



Burns Construction Company officers, employees, agents, and representatives may use such information in connection with Company business and for purposes of employment and disciplinary actions, and disclose it when required to Government agencies and to others upon valid legal requests and legal proceedings.

6. John Burns Construction Company, prior to taking any action, will give all employees who test positive the opportunity to explain in writing the test results. Failure of any employee to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy. An MRO (Medical Review Officer) will be used to verify "positive" results at the discretion of the company.
7. John Burns Construction Company will establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all Government agencies.

CONSEQUENCES FOR VIOLATION OF THE DRUG-FREE POLICY:

Violation of this policy may result in disciplinary action up to termination at the Company's sole discretion.

John Burns Construction Company will promptly terminate any employee who tests positive for illegal drugs or controlled substances, unless the employee establishes a legal basis for the illegal drug or controlled substances.

RECORDKEEPING:

1. John Burns Construction Company will retain all drug and alcohol testing records for a period of three years from test date.
2. Record of the number of employees tested will be retained for five years.
3. Records confirming that supervisors and employees have been trained as required under this plan will be retained for three years.



ACKNOWLEDGEMENT OF RECEIPT

OF SUBSTANCE ABUSE POLICY

I have read and understand the Substance Abuse Policy of the Company and agree to abide by its terms and conditions. I further understand and agree that if the results of any specimen provided by me are positive, the Company may release such positive results to the appropriate federal or state licensing or certifying authorities pursuant to whose authority I hold a license or certificate.

Employee Printed Name

Date

Employee Signature

Social Security Number



Safety Policy Statement

The safety and health of our employees is this company's most important business consideration. No employee will be required to do a job that they consider unsafe. John Burns Construction Company (JBCC) will comply with all applicable OSHA workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

John Burns Construction Company pledges to do the following:

1. Strive to achieve the goal of zero accidents and injuries.
2. Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
3. Train all employees in safe work practices and procedures.
4. Provide employees with necessary personal protective equipment and train them to use and care for it properly.
5. Enforce company safety and health rules and require employees to follow the rules as a condition of employment.
6. Investigate accidents to determine the cause and prevent similar accidents.

Managers, supervisors, and all other employees share responsibility for a safe and healthful workplace.

1. Management is accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety-and-health hazards and regularly review the company's safety and health program.
2. Supervisors are responsible for supervising and training workers in safe work practices.
3. Supervisors must enforce company rules and ensure that employees follow safe practices during their work.
4. Employees are expected to participate in safety and health program activities including, immediately reporting hazards, unsafe work practices, and accidents to supervisors, and wearing required personal protective equipment.

William O'Malley

CEO – William O'Malley

ILLINOIS DEPARTMENT OF
Human Rights

JB Pritzker, Governor
James L. Bennett, Director

IDHR #: 102768-00
Date Eligible: 09/24/2019
Expires on: 09/24/2024

DALE R SLUSARSKI
JOHN BURNS CONSTRUCTION CO
17601 SOUTHWEST HWY
ORLAND PARK, IL 60467

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601. (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

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

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

JOHN BURNS CONSTRUCTION COMPANY
17601 SOUTHWEST HIGHWAY

ORLAND PARK IL 60467

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04492

CERTIFICATE NUMBER : GC04492-17

FEE: \$ 2000


DATE ISSUED: 05/12/2020

DATE EXPIRES: 05/25/2021

THIS LICENSE IS NON-TRANSFERABLE

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


Lori E Lightfoot
Mayor


Judith Frydland
Commissioner

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10035

JOHN BURNS CONSTRUCTION

17601 SOUTHWEST HWY

ORLAND PARK IL 60467

Information for this business last updated on:

Tuesday, October 18, 2016

Certificate produced on Tuesday, April 21, 2020 at 2:01 PM



Certificate No: ECC95402-3



Lori E Lightfoot, Mayor

Certificate of Registration

issued by the

Department of Buildings

of the City of Chicago

*This is to Certify that
located at
having complied with the requirements of Ordinances passed by the City Council of the City of Chicago
providing for the registration of electrical contractors is hereby recorded as a*

JOHN BURN CONSTRUCTION COMPANY - ECC95402

17601 SOUTHWEST HIGHWAY ORLAND PARK, IL 60467

REGISTERED ELECTRICAL CONTRACTOR

General Electrician

*and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago
now in force or which may be hereafter passed. This certificate EXPIRES April 30, 2021.*

SUPERVISING ELECTRICIAN: LAWRENCE BARTON - SE4767

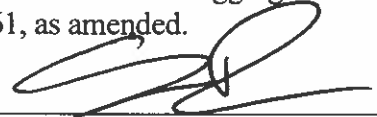
In Witness Whereof I have hereunto set my hand on May 29, 2020.

Lawrence Barton

Eligibility to Contract

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

John Burns Construction
Name of Contractor (please print)

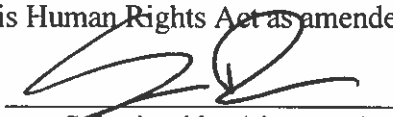

Submitted by (signature)

Scott Becker - President
Title

Certificate of Compliance with Illinois Human Rights Act

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

John Burns Construction
Name of Contractor (please print)

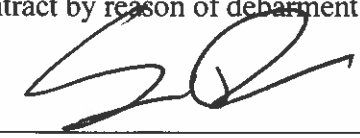

Submitted by (signature)

Scott Becker - President
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

John Burns Construction
Name of Contractor (please print)

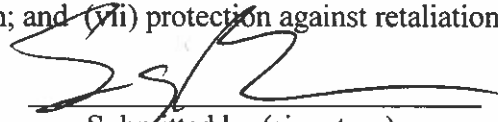

Submitted by (signature)

Scott Becker - President
Title

Certificate Regarding Sexual Harassment Policy

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

John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker-Prasad
Title

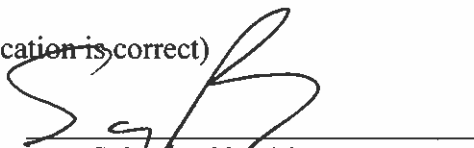
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker President
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)

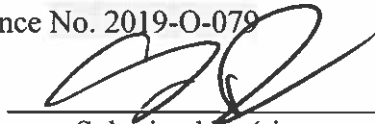

Submitted by (signature)

Scott Becker President
Title

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

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


John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker President
Title

[Signature Page to Follow]

John Burns Construction

BY: 

10-7-2020
Date

Printed Name: Scott Becker

Title: President

VILLAGE OF TINLEY PARK

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

9-15-2020
Date

ATTEST:


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

9-15-2020
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Phase 4 Project as detailed in:

- **Estimate: 15493**
 - **Project: Village of Tinley Park LED Street Lighting Replacement PH 4A**
 - **Due Date: 8/14/2020**
 - **Note: Quotation firm for 275 days**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2020

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 Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt	
	PHONE (A/C, No., Ext): (847) 598-8753	FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: ltodt@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Fire Insurance Co. of		20478
INSURER B: Travelers Property Casualty Co		25674
INSURER C: The Charter Oak Fire Insurance		25615
INSURER D: Transportation Insurance Compa		20494
INSURER E:		
INSURER F:		

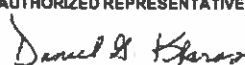
COVERAGES **CERTIFICATE NUMBER:** 1400259476 **REVISION NUMBER:**

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6072439196	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6072434516	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP10S4103320NF	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC672434533	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Leased & Rented		QT6605J722288-COF-20	7/1/2020	7/1/2021	Limit	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LED Street Lighting replacement Phase 3, Village of Tinley Park

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project:
Village of Tinley Park

CERTIFICATE HOLDER Village of Tinley Park 16250 South Oak Park Ave Tinley Park IL 60477	CANCELLATION 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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2020

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
Assurance, a Marsh & McLennan Agency LLC company
20 N Martingale Road
Suite 100
Schaumburg IL 60173

CONTACT NAME: Lindsey Todt
PHONE (A/C No. Ext): (847) 598-8753 **FAX (A/C, No):** 847-440-9123
E-MAIL ADDRESS: ltodt@assuranceagency.com

INSURED JOHN BUR-02
John Burns Construction Company
17601 Southwest Highway
Orland Park IL 60467

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Fire Insurance Co. of	20478
INSURER B :	Travelers Property Casualty Co	25674
INSURER C :	The Charter Oak Fire Insurance	25615
INSURER D :	Transportation Insurance Compa	20494
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1400259476** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		6072439196	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6072434516	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP10S4103320NF	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC672434533	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented		QT6605J722288-COF-20	7/1/2020	7/1/2021	Limit \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: LED Street Lighting replacement Phase 3, Village of Tinley Park

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project:
Village of Tinley Park

CERTIFICATE HOLDER	CANCELLATION
Village of Tinley Park 16250 South Oak Park Ave Tinley Park IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel R. Keras</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt	
	PHONE (A/C, No, Ext): (847) 598-8753	FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: ltodt@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nat'l Fire Ins of Hartford		20478
INSURER B : Travelers Property Casualty		25674
INSURER C : Columbia Casualty Co		31127
INSURER D : Continental Casualty Co		20443
INSURER E : Transportation Insurance Compa		20494
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: 1214563348	REVISION NUMBER:
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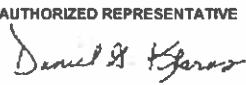
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			6072439196	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/QP AGG \$ 2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6072434516	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP10S4103319NF	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / A			WC672434533	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution/Professional			6072095174	7/1/2019	7/1/2020	Each Occurrence 2,000,000 General Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: LED Street Lighting Replacement Phase 3, Village of Tinley Park

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.
Christopher B Burke Engineering, LTD

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.
See Attached...

CERTIFICATE HOLDER Christopher B Burke Engineering, LTD 9575 West Higgins Road Suite 600 Rosemont IL 60018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd		NAMED INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follows form.

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
None		

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

Date	Law	Determination	Penalty
None			

EXHIBIT 1

JOHN BURNS CONSTRUCTION FOR LED STREET LIGHTING REPLACEMENT PROJECT

PHASE 4B

VILLAGE OF TINLEY PARK

SERVICE CONTRACT

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

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services (Exhibit A) that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor's final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed **Two Hundred and Twenty Five Thousand, Six Hundred Ninety and 33/100 Dollars (225,690.33)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract by the dates set forth below:
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The

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

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

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

CERTIFICATIONS BY CONTRACTOR

Affidavit of Compliance

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

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

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

The undersigned Scott Becker, as President and on behalf
(Name) (Title)
of John Burns Construction having been duly sworn under oath certifies that:
(Contractor)

Business Organization

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

Sole Proprietor or Partnership LLC
 Corporation Independent Contractor (Individual)

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

Illinois

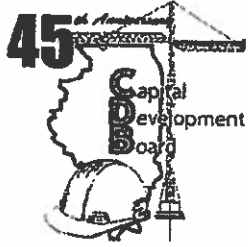
Authorized to do business in the State of Illinois: Yes No

Describe supporting documentation attached: CDB prequalification

Federal Employer I.D. #: 360857310

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

STATE OF ILLINOIS
BRUCE RAUNER, GOVERNOR



Gus Behnke, Executive Director

September 19, 2017

BOARD MEMBERS

James Reilly
Chairman

Glyn M. Ramage

Miles W. Beatty, III

William A. Lowry, Sr.

Steve Orlando

Pam McDonough

Jack V. Carney

Wm. G. Stratton Building
401 South Spring Street
Third Floor
Springfield, Illinois
62706-4050

James R. Thompson Center
100 West Randolph Street
Suite 14-600
Chicago, Illinois
60601-3283

Dunn-Richmond Economic
Development Center
1740 Innovation Drive
Suite 258
Carbondale, IL
62903-6102

IDOT District 3
Headquarters
700 East Norris Drive
Second Floor
Ottawa, Illinois
61350-0697

East St. Louis
Community College Center
601 James R. Thompson Blvd.
Building B., Suite 1025
E. St. Louis, Illinois
62201-1129

217.782.2864
217.524.0565 FAX
217.524.4449 TDD
www.illinois.gov/cdb

LETTER OF PREQUALIFICATION

**John Burns Construction Company
17601 Southwest Highway
Orland Park, IL. 60467**

Congratulations! The Capital Development Board is pleased to announce that your firm has successfully completed the contractor bidder responsibility prequalification process. Prequalification is effective **September 19, 2017 and expires September 30, 2020**

Your firm's Prequalification/Registration Number is 004514. Please retain this number for use when corresponding with the Capital Development Board.

All correspondence, including bid submittals, between your firm and the Capital Development Board should reference your firm name exactly as it appears in this letter.

Periodic reviews of your firm's prequalification with the Capital Development Board will be conducted on a random basis. Any change (i.e., name, address, ownership, rendition of a judgment in a lawsuit, filing a bankruptcy petition, filing of criminal charges, termination, etc.) within your firm will require immediate written notification to this agency. Failure to do so may result in rejection of a bid.

A notice of your firm's prequalification expiration will be mailed approximately 60 days prior to expiration. It is the responsibility of each firm to ensure that prequalification is renewed.

The forms **Standard Documents for Construction** and **Bid Information Newsletter**, as well as many other useful documents, can be downloaded from our website at www.illinois.gov/cdb

Please contact me at 217/782-6152 with questions regarding this transmittal or your firm's prequalification with the Capital Development Board.

On behalf of the Capital Development Board, we look forward to and anticipate a long and successful relationship with your firm.

Sincerely,
CAPITAL DEVELOPMENT BOARD

Bocky Matrisch

Registered with Illinois Department of Revenue: Yes No

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

Registered with Illinois Department of Employment Security: Yes No

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

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License
IDOT	0733	7-30-20	4-30-21	John Burns
City of Chgo	ECC 95402-3	5-29-20	4-30-21	" "
Code Cts Dep + Bldg Zoning	30973	12-2-19	12-31-20	" "
Local 9	—	—	—	" "

2

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):

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

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

SB 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.

SB Form C Additional Information (if required)

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

SB Illinois Department of Revenue registration

SB Illinois Department of Employment Security registration

SB Standards of Apprenticeship/Apprentice Agreements

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

SB Written Safety Policy Statement signed by company representative

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

SB Workers' Compensation Coverage

SB Professional or Trade Licenses



To all to whom these Presents Shall Come, Greeting:

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

JOHN BURNS CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 1927, 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 29TH
day of SEPTEMBER A.D. 2020 .

Jesse White

SECRETARY OF STATE

Taxpayer Notification

Business Authorization



#BWNKMGV
#CNXX XX16 5185 5840#
JOHN BURNS CONSTRUCTION CO INC
17601 SOUTHWEST HWY
ORLAND PARK IL 60467-4200

November 1, 2019



Letter ID: CNXXXX1651855840

Account ID: 1017-4591

We have enclosed your Certificate of Registration.

We have enclosed your Illinois Business Authorization. Please verify that all of the information on the attached Business Authorization is correct. In particular, be sure to verify that the information correctly represents whether you are within or outside of a municipality. If you are registered for Sales and Use Tax and the retail sales location listed is incorrect, contact our Local Tax Allocation Division at 217 785-6518.

If all of the information is correct, your authorization must be visibly displayed at the address listed.

Do not discard the attached Illinois Business Authorization unless the information displayed is incorrect or until it expires. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

If you wish to be registered for any other taxes or fees, you must complete a new application. For questions, visit our website at tax.illinois.gov or call us weekdays between 8:00 a.m. and 4:30 p.m. at the telephone number below.

**CENTRAL REGISTRATION DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19030
SPRINGFIELD IL 62794-9030**

217 785-3707

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

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

**Orland Park (Cook)
Cook County**

For all other corrections, contact our Central Registration Division at 217 785-3707.

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

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

JOHN BURNS CONSTRUCTION CO INC

**17601 SOUTHWEST HWY
ORLAND PARK IL 60462**

Loc. Code: 016-0053-2-001
**Orland Park (Cook)
Cook County**

Expiration Date:
12/31/2020

Certificate of Registration
Sales and use taxes and fees (1017-4591)

ILLINOIS REVENUE
[Signature]
Director

OFFICIAL DOCUMENT

Issued Date: **11/01/2019**

Rate Determination



ides.illinois.gov

#BWNKMGV
 #CNXX XX32 5149 6165#
 JOHN BURNS CONSTRUCTION CO
 JOHN BURNS CONSTRUCTION CO
 17601 SOUTHWEST HWY
 ORLAND PARK IL 60467-4200

Mail Date: 12/02/2019
 Letter ID: CNXXXX3251496165

Account ID: 0002341
 Name: JOHN BURNS CONSTRUCTION CO
 Protest Due Date: 12/17/2019
 For Calendar Year: 2020
 Wage Base: \$12,740.00

EXPERIENCE RATING RECORD FOR THE PERIOD ENDING 06/30/2019

BENEFIT CHARGES	X	BENEFIT CONVERSION FACTOR	=	CONVERTED BENEFIT CHARGES	/	TAXABLE WAGES	=	BENEFIT RATIO	X	STATE EXPERIENCE FACTOR	+	PENALTY RATE	+	FUND BUILDING RATE	=	CONTRIBUTION RATE (NEW)
\$698,952.00		138.40		967,349.57		8,171,678.28		11.8378		79.00		0.000		0.425		6.825%

QUARTERLY DETAIL

QTR / YEAR	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	21,517.00	372,397.16
Q4/2016	22,446.00	332,478.05
Q1/2017	63,551.00	1,750,295.55
Q2/2017	40,457.00	279,613.76
Q3/2017	90,690.00	135,594.47
Q4/2017	22,346.00	432,071.59
Q1/2018	115,133.00	1,809,476.87
Q2/2018	48,847.00	390,931.00
Q3/2018	35,462.00	204,543.05
Q4/2018	38,509.00	263,819.44
Q1/2019	153,632.00	1,947,231.26
Q2/2019	46,362.00	253,226.08
TOTALS	698,952.00	8,171,678.28

Note: The rate is applicable for the entire year.

The rate cannot be lower than 0.200% or higher than 6.400% plus the fund builder and any statutory surcharge.

An employer whose rate is higher than 5.400% and whose total wages for a particular quarter are less than \$50,000.000 pays contributions at 5.400% for that quarter.

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

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

Federal law provides that you be informed that wage information and other confidential Unemployment Insurance information may be requested and utilized for other government purposes, including, but not limited to, verification of an individual's eligibility for other government programs.



Mail Date: 12/02/2019
 Letter ID: CNXXXX3251496165
 Account ID: 0002341

Rate Determination

Account ID: 0002341 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW OF RATE DETERMINATION

CONTRIBUTION RATE
6.825%
 IMPORTANT

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

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

This contribution rate is used to calculate your contribution due for quarters in 2020 ONLY.

IDES RECORD			EMPLOYER RECORD	
QTR/YR	BENEFIT CHARGES	TAXABLE WAGES	BENEFIT CHARGES	TAXABLE WAGES
Q3/2016	21,517.00	372,397.16		
Q4/2016	22,446.00	332,478.05		
Q1/2017	63,551.00	1,750,295.55		
Q2/2017	40,457.00	279,613.76		
Q3/2017	90,690.00	135,594.47		
Q4/2017	22,346.00	432,071.59		
Q1/2018	115,133.00	1,809,476.87		
Q2/2018	48,847.00	390,931.00		
Q3/2018	35,462.00	204,543.05		
Q4/2018	38,509.00	263,819.44		
Q1/2019	153,632.00	1,947,231.26		
Q2/2019	46,362.00	253,226.08		
TOTALS	698,952.00	8,171,678.28		

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

Other _____

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

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

FAX TO:
 (217) 557-1948

Signed: _____ Title: _____

Telephone: _____ Date: _____

HOW YOUR CONTRIBUTION RATE WAS DETERMINED UNDER THE ILLINOIS EXPERIENCE RATING FORMULA

The following explanation summarizes the provisions in the Illinois Unemployment Insurance Act (Sections 1500-1507.1), governing the determination of contribution rates as they apply to employers who have incurred liability for the payment of contributions within each of the three or more preceding calendar years. Your CONTRIBUTION RATE, shown on the front of this notice, was determined based on the following factors:

1. YOUR BENEFIT RATIO

This percentage measures your experience as an employer under the Act during the period shown on the front of this notice. It was computed by dividing the total of your converted benefit charges for that period by the total taxable wages for the same period.

$$(\text{Benefit Charges X Benefit Conversion Factor}) / \text{Taxable Wages} = \text{BENEFIT RATIO}$$

Benefit charges are based upon the weekly benefit payment made to a claimant. The benefit charges are the weekly benefit amount plus the dependency allowance. A "Benefit Conversion Factor" is used as a multiplier in the calculation of the contribution rate.

Taxable wages are the portion of the total wages paid to all individuals by the employer during a calendar quarter upon which contributions are required. Refer to your UI-3/40 Contribution reports, (including adjustments), to verify your taxable wages. Effective 1989, Department's estimated wages shall not be included in the computation of the Benefit Ratio.

The experience rating period used to compute your benefit ratio may be 12, 24 or 36 months ending June 30 of the preceding year, depending on the number of consecutive calendar years you have incurred liability for the payment of contributions.

LIABILITY	EXPERIENCE RATING PERIOD
Within each of the 5 or more preceding years	36 months
Within each of the 4 preceding years	24 months
Within each of the 3 preceding years	12 months

2. THE STATE EXPERIENCE FACTOR

The percentage reflects the unemployment insurance experience of the State as a whole. It is the ratio of benefits paid to revenue received from all employers, subject to adjustment on the basis of the amount in the Unemployment Trust Fund.

3. FUND BUILDING RATE

The fund building rate was set by Statute to ensure adequate Trust Fund reserves for any future economic downturn. This is included in all employer rates.

Account ID: 0002341 Protest Due Date: 12/17/2019 For Calendar Year: 2020

APPLICATION FOR REVIEW INSTRUCTIONS

SECTION I

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

SECTION II

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

IMPORTANT:

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

Use this space for additional comments:

FREE LEGAL SERVICE PROGRAM NOTICE

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

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

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



Local Union No. 9

International Brotherhood of Electrical Workers
AFL-CIO

William W. Niesman
Business Manager

Bryan J. Nieciak
Financial Secretary

September 29, 2020

To whom it may concern:

John Burns Construction has been a signatory contractor with I.B.E.W., Local 9 since January 2009 and has maintained a good standing status since that time.

The remittance of working assessments deducted from employees working in the jurisdiction of I.B.E.W., Local 9 is current as of August 2020.

Should you have any further questions, please feel free to contact me at 708-449-9000.

Sincerely,

A handwritten signature in cursive script, appearing to read "William W. Niesman".

William W. Niesman
Business Manager

WWN/jac



Local Union No. 9

International Brotherhood of Electrical Workers
AFL-CIO

William W. Niesman
Business Manager

Bryan J. Nieciak
Financial Secretary

September 30, 2020

John Burns Construction Company
17601 Southwest Highway
Orland Park, IL 60467

Re: Apprenticeship Training Letter

To whom it may concern:

Please be advised that John Burns Construction Company is a signatory contractor with IBEW Local 9. Any person referred to John Burns Construction Company by IBEW Local 9 has completed or is currently enrolled in the Illinois Department of Labor apprentice training program number IL015920003.

If you have any questions, please feel free to contact me at 708-449-9000.

Sincerely,

John C. Burkard
Assistant Business Manager

JCB/bmn



SECTION 2: *Drug and Alcohol Policy*

PURPOSE:

The purpose of this procedure is to institute and maintain a program for achieving the objective of a drug-free work force and to provide a workplace that is free from the illegal manufacture, distribution, dispensation, possession, sale, and/or use of illegal drugs.

SCOPE:

This document describes the current policy and practice of John Burns Construction Company and its subsidiaries and will be interpreted, administered, and amended by John Burns Construction Company within its sole discretion. This procedure is not intended to and does not confer legal rights or impose legal obligations.

This policy covers all new-hire applicants, rehires, and current employees (including temporary employees).

DEFINITIONS:

1. The term *illegal drug* means drugs and controlled substances, the possession or use of which is unlawful, pursuant to the laws of any country and Federal, State, and local laws and regulations in the United States. Drugs and controlled substances that are not legally obtainable, or that are legally obtainable but have not been legally obtained, are considered to be illegal drugs. Examples include amphetamines, barbiturates, benzodiazepine, cannabinoids, cocaine, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.
2. The term *controlled substance abuse* includes prescribed drugs not being used for prescribed purposes or in a prescribed manner.

POLICY OBJECTIVES:

In order to achieve our goal of obtaining a drug and alcohol free workplace John Burns Construction Company will follow the drug testing requirements outlined in 49 CFR Part 199 of the Department of Transportation Safety Regulations for Pipeline and Hazardous Materials Administration. We believe that the implementation of such a program will discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug/alcohol related problems. We further believe that



this testing program will operate as a deterrent to those individuals who might be tempted to try drugs for the first time. Finally, we believe that this program will enhance the safety and health of our employees by fostering the early identification and referral for treatment of workers with substance abuse problems.

REQUIRED TESTING:

Pre-Employment Testing

1. Any applicant, considered for employment will be required to provide a urine sample for testing and sign an "Applicant Consent Form."

Probable Suspicion/Reasonable Cause Testing

2. JBCC will require a drug and alcohol test for an employee when there is "probable suspicion" that the employee cannot safely perform his or her job and could potentially be under the influence of a prohibited drug and/or alcohol in violation of this policy.
3. The employee will be asked to sign a consent form. Any employee who refuses to sign the consent form or to provide a urine and/or breath sample will be considered as admitting guilt. This will be treated as insubordination, and will be disciplined as a "positive" result, subject to appropriate disciplinary measures up to and including discharge.
4. If possible, the probable suspicion circumstance; should be witnessed by at least two (2) trained supervisors or company representatives.
5. If the supervisors and/or company officials determine that Probable Suspicion/Reasonable Cause exists, the employee will be tested for alcohol and drugs. The employee will not be allowed to drive and will be escorted to the clinic by a supervisor to provide a urine sample for drug testing and breath sample for alcohol testing. After appropriate samples are provided, arrangements will be made to transport the employee to their home. If the employee refuses to cooperate at any time and attempts to operate a vehicle JBCC will contact local enforcement officials.
6. Pending the company's receipt of the results of the employee's drug and/or alcohol tests, the employee will be suspended without pay. If the test results are negative, the employee will be reinstated and will be awarded full back pay.



Post-Accident Testing

1. Any employee involved in an "At Fault" General Liability or Auto Accident will be required to provide a urine sample and/or breathe sample for testing. Commercial drivers will follow provisions of DOT regulations regarding post accident drug and alcohol testing. All personal injury accidents that result in medical attention will require a drug and alcohol test. Testing will be completed with 24 hours of accident. Non-compliance with these terms will be considered an admission of guilt and disciplined as a "positive" test result.
2. Any employee failing or refusing to provide a drug/alcohol sample or who has a verified positive or adulterated test result after being involved in an accident will be subject to appropriate disciplinary measures, up to and including discharge.

Random Testing

1. All field craft employees, mechanics and drivers will be subject to unannounced, random urine drug and/or breathe alcohol tests at a frequency and rate determined by John Burns Construction Company. Commercial drivers will be subject to DOT regulations.
2. Employees will be selected for testing by an independent, third party utilizing a computer based random number generator and all employees will have an equal chance of being selected. Any employee selected for a random test will be subject to additional tests in the future if he/she is again selected.
3. Any employee refusing to submit to a random drug/alcohol test at the time of the request, ("Refusal to Test") will be subject to appropriate disciplinary measures, up to and including discharge.

ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE:

Early recognition and treatment of illegal drug use or controlled substance abuse is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption. John Burns Construction Company encourages the earliest possible diagnosis and treatment for illegal drug use or controlled substance abuse. John Burns Construction Company supports sound treatment efforts. John Burns Construction Company is not obligated to assist employees in overcoming illegal drug use. The decision to seek diagnosis and accept treatment for illegal drug use or controlled substance abuse is the individual employee's responsibility. Before an employee can be reinstated to his/her job, they must first complete a substance abuse program, receive a verified "negative"



substance test and must reapply for a position with John Burns Construction Company.

AUTHORIZED USE OF PRESCRIBED MEDICINE:

An employee undergoing prescribed medical treatment with any drug or controlled substance that may impair his or her physical or mental ability should report this treatment to their immediate supervisor. The Supervisor of the employee is responsible contacting the JBCC President who will determine whether the company should temporarily change the employee's job assignment during the period of treatment.

ALCOHOL USE OR POSSESSION ON COMPANY PREMISES:

The use, possession, sale, or distribution of alcohol on Company premises, or in Company-supplied vehicles, whether during working hours or non-working hours, is prohibited and constitutes a violation of policy. Such action will be handled pursuant to the John Burns Construction Company Progressive Discipline Policy.

PROHIBITIONS:

John Burns Construction Company prohibits the following:

1. Use, possession, manufacture, distribution, dispensation, or sale of illegal drugs on or off company premises during working hours or non-working hours
2. Controlled substance abuse whether on or off Company premises and whether during working hours or non-working hours
3. Storing any illegal drug in a locker, desk, automobile, or other repository on Company premises
4. Being under the influence of an illegal drug or engaging in controlled substance abuse on Company premises, while engaged in Company business, while in a Company-supplied vehicle, or during working hours.
5. Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing
6. Use, possession, sale, or distribution of alcohol, or being under the influence of alcohol on Company premises, or in Company-supplied vehicles, whether during working hours or non-working hours.



7. Refusing consent to testing or refusing to submit a urine sample for testing when required by a Company representative or by representatives of any Company customer, vendor, or supplier
8. Being indicted or convicted under any criminal drug statute.
9. Failing to notify the Company of any incident or conviction under any criminal drug statute within 5 days of the event.
10. Failing to comply with rules and regulations promulgated under any testing programs maintained by John Burns Construction Company pursuant to such rules and regulations.

TESTING:

1. John Burns Construction Company will establish a testing program for illegal drugs and controlled substances for all employees and will, in its sole discretion, determine (and may at any time change) the requirements extent, and frequency of employee testing.
2. John Burns Construction Company will test all applicants, whether new employees or rehires. John Burns Construction Company requires that every newly hired and rehired employee be free of illegal drug use and controlled substance abuse. Each offer of employment shall be conditioned upon the successful completion of a test for illegal drugs and controlled substances as prescribed by the Company. Any applicant who tests positive in the pre-employment drug test shall be rejected unless the applicant adequately establishes a legal basis for the use of the drug or controlled substance with respect to which the applicant tested positive.
3. Whenever John Burns Construction Company, during the course of an investigation by management, has reasonable suspicion that an employee has used illegal drugs or engaged in controlled substance abuse, whether during working hours or non-working hours, on or off Company premises, the Company may require the employee to submit a urine or other acceptable sample for testing, as prescribed by the Company.
4. Failure of any employee to establish a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy.
5. Applicants and employees subject to testing must, prior to testing, sign an approved form agreeing to the testing and authorizing the release of test results to the John Burns Construction Company Safety Director, and authorizing the disclosure of the results to the employee's supervisor. John



Burns Construction Company officers, employees, agents, and representatives may use such information in connection with Company business and for purposes of employment and disciplinary actions, and disclose it when required to Government agencies and to others upon valid legal requests and legal proceedings.

6. John Burns Construction Company, prior to taking any action, will give all employees who test positive the opportunity to explain in writing the test results. Failure of any employee to establish adequately a legal basis for the use of any drug or controlled substance with respect to which the employee tests positive shall constitute a violation of this policy. An MRO (Medical Review Officer) will be used to verify "positive" results at the discretion of the company.
7. John Burns Construction Company will establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all Government agencies.

CONSEQUENCES FOR VIOLATION OF THE DRUG-FREE POLICY:

Violation of this policy may result in disciplinary action up to termination at the Company's sole discretion.

John Burns Construction Company will promptly terminate any employee who tests positive for illegal drugs or controlled substances, unless the employee establishes a legal basis for the illegal drug or controlled substances.

RECORDKEEPING:

1. John Burns Construction Company will retain all drug and alcohol testing records for a period of three years from test date.
2. Record of the number of employees tested will be retained for five years.
3. Records confirming that supervisors and employees have been trained as required under this plan will be retained for three years.



ACKNOWLEDGEMENT OF RECEIPT

OF SUBSTANCE ABUSE POLICY

I have read and understand the Substance Abuse Policy of the Company and agree to abide by its terms and conditions. I further understand and agree that if the results of any specimen provided by me are positive, the Company may release such positive results to the appropriate federal or state licensing or certifying authorities pursuant to whose authority I hold a license or certificate.

Employee Printed Name

Date

Employee Signature

Social Security Number



Safety Policy Statement

The safety and health of our employees is this company's most important business consideration. No employee will be required to do a job that they consider unsafe. John Burns Construction Company (JBCC) will comply with all applicable OSHA workplace safety and health requirements and maintain occupational safety and health standards that equal or exceed the best practices in the industry.

John Burns Construction Company pledges to do the following:

1. Strive to achieve the goal of zero accidents and injuries.
2. Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
3. Train all employees in safe work practices and procedures.
4. Provide employees with necessary personal protective equipment and train them to use and care for it properly.
5. Enforce company safety and health rules and require employees to follow the rules as a condition of employment.
6. Investigate accidents to determine the cause and prevent similar accidents.

Managers, supervisors, and all other employees share responsibility for a safe and healthful workplace.

1. Management is accountable for preventing workplace injuries and illnesses. Management will consider all employee suggestions for achieving a safer, healthier workplace. Management also will keep informed about workplace safety-and-health hazards and regularly review the company's safety and health program.
2. Supervisors are responsible for supervising and training workers in safe work practices.
3. Supervisors must enforce company rules and ensure that employees follow safe practices during their work.
4. Employees are expected to participate in safety and health program activities including, immediately reporting hazards, unsafe work practices, and accidents to supervisors, and wearing required personal protective equipment.

William O'Malley

CEO – William O'Malley

ILLINOIS DEPARTMENT OF
Human Rights

JB Pritzker, Governor
James L. Bennett, Director

IDHR #: 102768-00
Date Eligible: 09/24/2019
Expires on: 09/24/2024

DALE R SLUSARSKI
JOHN BURNS CONSTRUCTION CO
17601 SOUTHWEST HWY
ORLAND PARK, IL 60467

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601. (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
535 West Jefferson Street, 1st Floor, Springfield, IL 62702. (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.state.il.us/dhr

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

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

JOHN BURNS CONSTRUCTION COMPANY
17601 SOUTHWEST HIGHWAY

ORLAND PARK IL 60467

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04492

CERTIFICATE NUMBER : GC04492-17

FEE: \$ 2000

DATE ISSUED: 05/12/2020

DATE EXPIRES: 05/25/2021

THIS LICENSE IS NON-TRANSFERABLE

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

Handwritten signature of Lori E. Lightfoot.

**Lori E Lightfoot
Mayor**

Handwritten signature of Judith Frydland.

**Judith Frydland
Commissioner**

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10035

JOHN BURNS CONSTRUCTION

17601 SOUTHWEST HWY

ORLAND PARK IL 60467

Information for this business last updated on:

Tuesday, October 18, 2016

Certificate produced on Tuesday, April 21, 2020 at 2:01 PM



Certificate No: ECC95402-3



Lori E. Lightfoot, Mayor

Certificate of Registration

issued by the
Department of Buildings
of the City of Chicago

This is to Certify that
located at **JOHN BURN CONSTRUCTION COMPANY - ECC95402**
17601 SOUTHWEST HIGHWAY ORLAND PARK, IL 60467
having complied with the requirements of Ordinances passed by the City Council of the City of Chicago
providing for the registration of electrical contractors is hereby recorded as a

REGISTERED ELECTRICAL CONTRACTOR
General Electrician

and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago
now in force or which may be hereafter passed. This certificate **EXPIRES** April 30, 2021.


SUPERVISING ELECTRICIAN: LAWRENCE BARTON - SE4767
In Witness Whereof I have hereunto set my hand on May 29, 2020.

Lawrence Barton

Eligibility to Contract

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

John Burns Construction
Name of Contractor (please print)




Submitted by (signature)

Scott Becker President
Title

Certificate of Compliance with Illinois Human Rights Act

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

John Burns Construction
Name of Contractor (please print)



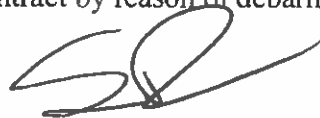
Submitted by (signature)

Scott Becker. President
Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

John Burns Construction
Name of Contractor (please print)



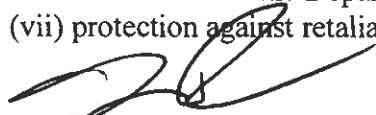
Submitted by (signature)

Scott Becker. President
Title

Certificate Regarding Sexual Harassment Policy

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

John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker, President
Title

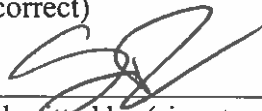
Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)


Submitted by (signature)

Scott Becker, President
Title

Certificate of Compliance with Prevailing Wage Requirements

The undersigned hereby certifies that:

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

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

John Burns Construction
Name of Contractor (please print)

Scott Becker-President
Title

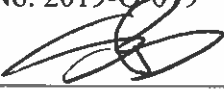

Submitted by (signature)

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

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


John Burns Construction
Name of Contractor (please print)

Scott Becker-President
Title


Submitted by (signature)

[Signature Page to Follow]

John Burns Construction

BY: 

10-7-2020

Date

Printed Name: Scott Becker

Title: President

VILLAGE OF TINLEY PARK

BY: 

Date

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

ATTEST:



Date

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

VILLAGE OF TINLEY PARK

BY: _____

Village Manager

Date

SCOPE OF SERVICES

Attached Scope of work for LED Streetlighting Replacement – Phase 4 Project as detailed in:

- **Estimate: 15493**
 - **Project: Village of Tinley Park LED Street Lighting Replacement PH 4B**
 - **Due Date: 8/14/20**
 - **Note: Quotation firm for 275 days**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2020

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 Assurance, a Marsh & McLennan Agency LLC company 20 N Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt PHONE (A/C, No. Ext): (847) 598-8753 E-MAIL ADDRESS: ltodt@assuranceagency.com	FAX (A/C, No): 847-440-9123
	INSURER(S) AFFORDING COVERAGE	
INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	INSURER A: National Fire Insurance Co. of	NAIC # 20478
	INSURER B: Travelers Property Casualty Co	25674
	INSURER C: The Charter Oak Fire Insurance	25615
	INSURER D: Transportation Insurance Compa	20494
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1400259476

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6072439196	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6072434516	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP10S4103320NF	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC672434533	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented			QT6605J722288-COF-20	7/1/2020	7/1/2021	Limit \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: LED Street Lighting replacement Phase 3, Village of Tinley Park

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project:
 Village of Tinley Park

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173	CONTACT NAME: Lindsey Todt	
	PHONE (A/C, No, Ext): (847) 598-8753	FAX (A/C, No): 847-440-9123
E-MAIL ADDRESS: ltodt@assuranceagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nat'l Fire Ins of Hartford		20478
INSURER B : Travelers Property Casualty		25674
INSURER C : Columbia Casualty Co		31127
INSURER D : Continental Casualty Co		20443
INSURER E : Transportation Insurance Compa		20494
INSURER F :		

INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	JOHNBUR-02
------------------------------------------------------------------------------------------------------	------------

COVERAGES

CERTIFICATE NUMBER: 1214563348

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/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		6072439196	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6072434516	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP10S4103319NF	7/1/2019	7/1/2020	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		WC672434533	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Pollution/Professional		6072095174	7/1/2019	7/1/2020	Each Occurrence	2,000,000
						General Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: LED Street Lighting Replacement Phase 3, Village of Tinley Park

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.
 Christopher B Burke Engineering, LTD

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Christopher B Burke Engineering, LTD
 9575 West Higgins Road Suite 600
 Rosemont IL 60018

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

Daniel A. Keras

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ADDITIONAL REMARKS SCHEDULE

AGENCY Assurance Agency, Ltd		NAMED INSURED John Burns Construction Company 17601 Southwest Highway Orland Park IL 60467	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella Follows form.

	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement
--	--------------------------------------------------------------------------------------------------------------------------------------

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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National Fire Insurance Co. of Hartford

Insured Name: John Burns Construction Company

Policy No: 6072439196

Endorsement No: 01

Effective Date: 7/1/2019

Form A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
None		

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

Date	Law	Determination	Penalty
None			