
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-044**

**A RESOLUTION APPROVING A CONTRACT WITH TRAFFIC CONTROL COMPANY FOR
THE PAVEMENT STRIPING PROGRAM - FINAL CONTRACT EXTENSION**

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

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

RESOLUTION NO. 2021-R-044

A RESOLUTION APPROVING A CONTRACT WITH TRAFFIC CONTROL COMPANY FOR THE PAVEMENT STRIPING PROGRAM - FINAL CONTRACT EXTENSION

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 Traffic Control Company, a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract Extension 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 1st day of June, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 1st day of June, 2021, by the President of the Village of Tinley Park.


Village President

ATTEST:


Deputy Village Clerk

EXHIBIT 1

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2021-R-044, “**A RESOLUTION APPROVING A CONTRACT WITH TRAFFIC CONTROL COMPANY FOR THE PAVEMENT STRIPING PROGRAM - FINAL CONTRACT EXTENSION,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 1st day of June, 2021.



DEPUTY VILLAGE CLERK

TCC # 621089

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 **Traffic Control Company** (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 **Ninety-Thousand and 00/100 Dollars (\$90,000.00)**. Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract 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 Bobby Penicik Jr, as Contract Administrator and on behalf
(Name) (Title)
of Traffic Control Company 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:

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

Describe supporting documentation attached: IDOT Contractor # 6024

Federal Employer I.D. #: 20-8856176

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

Registered with Illinois Department of Revenue: Yes No

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

Registered with Illinois Department of Employment Security: Yes No

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

Tax liens or tax delinquencies

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

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

EOE Compliance

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

Employee Classification

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

Professional or Trade Licenses

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

License	Number	Date Issued	Current Expiration	Holder of License

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

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

N/A 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.

TBD 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.

N/A Form C Additional Information (if required)

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

DD Illinois Department of Revenue registration

DD Illinois Department of Employment Security registration

DD Standards of Apprenticeship/Apprentice Agreements

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

DD Written Safety Policy Statement signed by company representative

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

DD Workers' Compensation Coverage

_____ Professional or Trade Licenses

Eligibility to Contract

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

Traffic Control Company
Name of Contractor (please print)

Bobby Penick
Submitted by (signature)

Contract Administrator
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.

Traffic Control Company
Name of Contractor (please print)

Bobby Penick
Submitted by (signature)

Contract Administrator
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.

Traffic Control Company
Name of Contractor (please print)

Bobby Penick
Submitted by (signature)

Contract Administrator
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.

Traffic Control Company
Name of Contractor (please print)

Bobby Penick Jr
Submitted by (signature)

Contract Administrator
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)

Traffic Control Company
Name of Contractor (please print)

Bobby Penick Jr
Submitted by (signature)

Contract Administrator
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.

Traffic Control Company
Name of Contractor (please print)

Bobby Penick
Submitted by (signature)

Contract Administrator
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

Traffic Control Company
Name of Contractor (please print)

Bobby Penick
Submitted by (signature)

Contract Administrator
Title

[Signature Page to Follow]

CONTRACTOR NAME

BY: Bobby Penick Jr

4/28/2021
Date

Printed Name: Bobby Penick Jr

Title: Contract Administrator

VILLAGE OF TINLEY PARK

BY: Michael W. Glotz

6/1/2021
Date

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

ATTEST:

Raven Goodlett

6/1/2021
Date

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

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date

SCOPE OF SERVICES

Working under the direction of the Assistant Public Work Director for the final extension of this contract, the Work includes providing all Traffic Control to meet IDOT Highway Standards 701301-04, 701311-03, 701501-06, 701502-09, 701606-10, 701701-10 and 701901-08 to provide the best quality and life duration of the pavement striping. Traffic Control and Protection will be considered Incidental to the cost of the pay items. The following shall be followed/provided:

- Roadway pavement cleaning shall consist of sweeping or power washing followed by a gas blower to clear the dirt and other loose materials on the HMA pavement completely. The HMA pavement shall be clear of any dirt, rocks, gravel, sand, trash or any other objects that could hinder the proper paint application,
- Applying paint at a minimum thickness of 16 mils on pavement that is dry, clean and free of dirt and grease from the cleaning mentioned above.
- Air temperature of 50 degrees or higher
- Bead application to all painted surfaces at a minimum of rate of 8-10 lbs/gal of the paint used.
- Paint shall be water-based for all low-volume, residential streets; while 76th Avenue, Oak Park Avenue, Timber Drive, Veterans Parkway, 169th Street, 171st Street and 175th Street shall be solvent-based paint.
- The Village would prefer to see the Work done with walk-behind machine(s), however if the striping is to be done with a vehicle, the maximum striping speed shall be 8 mph to ensure the correct thickness application is provided, the extent of the Work and cone placement is minimized and the color of the final product is the same throughout the project.

The quantities called for in this Contract indicate the approximate amount of Work to be expected. The actual amounts for the various items may vary depending upon actual field conditions. The Village reserves the right to reduce or increase the scope of project quantities and to delete entire line items. It shall be understood and agreed upon that the unit prices for these items shall prevail throughout the period of the Contract and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities including, but not limited to, decreases due to the deletion of an entire location/section of the improvement. No increase in unit price will be allowed if the method of construction changes due to decreased quantity.

**Proposal Title:
VILLAGE OF TINLEY PARK
2021 PAVEMENT STRIPING PLAN**

Exhibit B

INSURANCE REQUIREMENTS

(See Risk Manager for Insurance Requirements)

Form A

Subcontractors, if any, who will Perform Work on this Project

Name	Address	Work to be Performed
will self perform		

Form C

Additional Information Required

If this is to be the first Contract with the Village, Contractor shall complete items I and/or II below:

Item I: List of at least last three (3) awarded projects on similar public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors
N/A			

Item II:

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			



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 6024
(1st Revision)

STF, LLC d/b/a Traffic Control Company
601 8th Street Valley Park, Mo 63088

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED \$42,164,000.00

030	INST. RAISED PAVT. MARKERS	\$700,000
032	COLD MILL.PLAN. & ROTOMILL	\$600,000 Y
27A	PAVT. MARKING (PAINT)	\$3,425,000
27B	PAVT MARKING (THERMO)	\$3,950,000 K
27C	PAVT. MARKING (EPOXY)	\$775,000 K
27E	PAVT MARKING (MODIFIED URETHANE)	\$1,275,000 K

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/16/2020 TO 4/30/2021 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/16/2020.

K Approved by Engineer of Operations
Y Limited to rumble strips

Tim Bell
Engineer of Construction

WORKPLACE SAFETY



SAFETY POLICY

There is no area of activity of greater importance to the Company, than SAFETY. We believe that all work-related injuries and illnesses can be prevented.

SAFETY is everyone's responsibility every day. Safety must be fostered by continuous control efforts, teamwork, and innovation. Experience has proven that success of even the most complete safety programs are dependent on the attitudes and working habits of each individual employee.

While the Company has the primary responsibility for establishing safety policies and procedures, it is the responsibility of all employees to work in a safe manner. This requires the cooperation and commitment of everyone.

RIGHT-TO KNOW [HAZARDOUS MATERIALS]

Your health and safety is a primary concern. We are the kind of business that has regular contact with hazardous materials and you will be provided with the proper training and information for handling them. It is our goal that you not be exposed to conditions that may be hazardous to your health and safety.

You will also be informed of the location of the Material Safety Data Sheets, how to read the labels using the MSDS format, and what to do in the event of emergency involving hazardous materials.

THREATS AND VIOLENCE

We strive to maintain a work environment free from intimidation, threats, or violent acts. Examples are: intimidating, threatening, or hostile behavior, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind onto Traffic Control Company property, or any other act which, in the opinion of the management, is inappropriate in our workplace. In addition, jokes or offensive comments regarding violent events will not be tolerated and may result in disciplinary measures.

Employees who feel they have experienced any of the behaviors listed above, or other intimidating or threatening behaviors, are requested to report the incident immediately to their Supervisor. All complaints will be investigated and based upon the results, disciplinary action will be taken against the offender[s], if appropriate.

Employees who observe or have knowledge of any violation of this policy should report it immediately to a member of management. We will take action when unforeseen events transpire, and look to employees for support of this policy. If employees believe a threat exists to their safety or the safety of others they are empowered to contact the proper law enforcement authorities without first informing management. The telephone number is **911**.

The Company reserves the right to conduct searches and inspections of employees' personal effects or Company-provided materials such as desks, lockers, computer equipment, cabinets, file drawers, packages, or vehicles with appropriate notice and with the assistance of law enforcement authorities.

Any illegal and unauthorized articles discovered may be retained by the Company and/or may be turned over to law enforcement representatives. Any Company employee who refuses to cooperate, or is found in possession of prohibited articles, will be subject to disciplinary action up to and including termination.

BUILDING EMERGENCIES

In the event of a building emergency you will be expected to follow emergency instructions promptly. Should you be hosting any visitor[s] in the building you are responsible for making certain your visitor[s] follow the instructions of any management person handling a building evacuation emergency.

An evacuation plan is posted on the bulletin boards. Review it often until you are comfortable with the evacuation route that will allow you to leave the building safely during an emergency.

EMERGENCY TELEPHONE NUMBERS

Emergency Medical Services [EMS]	911
Police Department	911
Fire Department	911

FIRE EMERGENCY

Remember: Your role in an emergency is determined by WHERE you are --- not what you do!

Things to do:

- » Remain calm.
- » Exit the building calmly, checking for visitors and other staff as you leave.
- » Take visitors with you.
- » Close all doors behind you.
- » Inform firefighters of wheelchair locations.

Things not to do:

- » Don't use elevators **NO MATTER WHERE YOU ARE.**
- » Don't return for personal items.

FIRE EXTINGUISHERS

Fire extinguishers are located in each building. If you have a reason to use a fire extinguisher, do not return it to its holder. Be certain it is given to a member of management to be certain it is re-charged.

SEVERE WEATHER

In the event of a tornado you may not have ample warning to reach a safe place. We may learn of a tornado warning from different sources: employees' personal radios, special weather radios, or civil defense warning. A power outage is probable during severe weather. Follow all emergency instructions provided during a Tornado Warning.

Remember: Your role in an emergency is determined by WHERE you are, not what you do.

Things to do:

- » Always remain calm.
- » Get everyone in the building to the designated safe area.
- » Avoid all windows as they can be a source of flying glass.

Things not to do:

- » Don't return for personal items.
- » Don't go near windows or exterior doors.

EARTHQUAKE EMERGENCY

Earthquakes occur without warning. You must deal with it where you are located when it strikes.

- » Try to take cover under a piece of protective furniture such as a desk or table. The furniture may move so be prepared to move with it.
- » If no table or desk is available take cover in a reinforced area such as a doorway.
- » Do not try to go outside. There may not be time. Move away from outside walls and windows.
- » If outside move away from buildings or overhead towers. Be especially careful of high-tension power lines. Avoid elevated roadways and overpasses.

SECURITY

Keys or codes for entry into the building are distributed to those who need them. Keys and codes used to access secured areas will be issued as needed. Employees are required to return issued keys with a job change or when employment has been terminated. Unauthorized duplication of Company keys or revealing an assigned code is considered a breach of security and will result in disciplinary action.

Any employee who finds it necessary to enter the building after normal working hours must have authority to do so.

SEAT BELT POLICY

All employees **MUST** wear a seat belt while driving or riding in a company or personal vehicle while on company time. No Exceptions!

Ronald T. Jones
Chief Operating Officer

1/7/2019



**STF L.L.C. dba
Traffic Control Company
601 North 8th Street
Valley Park, MO 63088**

**St. Louis (636) 225-7800
Toll Free (800) 225-7565
Fax (636) 225-3460**

DRUG FREE WORKPLACE STATEMENT

In order to provide a safe working environment and to protect our employees, it is the policy of this company that all of our work sites be drug free.

Therefore, the unlawful manufacture, distribution, dispensation, possession, use of a controlled substance, including cannabis, is prohibited at any of our work sites.

As a condition of employment of this company, each employee must abide by the terms of this statement and must notify the company of any criminal drug stature conviction for a violation occurring in the workplace within five (5) days after such conviction.

Employees who violate any part of this prohibition shall be subject to severe disciplinary action including termination or substance abuse rehabilitation. Any further violations or convictions will subject the employee to immediate discharge.

We have established a drug free awareness program that informs all employees of the dangers of drug abuse in the workplace, and of available counseling, rehabilitation, and employee assistance programs as needed.

A copy of the statement has been posted in a prominent place at the workplace and each employee is given a copy.

By this statement this company certifies that we have made and will continue to make a good faith effort to maintain a drug free workplace.

Traffic Control Company

(Company)

Contract Administrator



International Union of Painters and Allied Trades District Council #2

2501 59th Street • St. Louis, MO 63110

314-647-3327 • Fax 314-647-3350

www.pdc2.org



Office of
Gregg Smith
Special Trustee

February 5, 2014

Traffic Control Company
601 8th Street
Valley Park MO. 63088

*Representing the
members of:*

Local 46

Local 115

Local 137

Local 513

Local 774

Local 1156

Local 1185

Local 1199

Local 1265

Local 1292

Local 2341

To whom it may concern,

The purpose of this letter is to communicate that STF, LLC d/b/a Traffic Control Company as a signatory contractor to the International Union of Painters and Allied Trades has full rights to participate in all programs provided by both Painters District Council 2 of St. Louis Missouri and Painters District Council 58 of Southern Illinois. Including apprenticeship training, journeyman upgrade and OSHA safety training, all of which are either DOL or Missouri State and Illinois State certified. A list of classes may be forwarded upon request.

Sincerely,

Gregg Smith
Business Manager/Secretary Treasurer
Special Trustee
International Union of Painters and Allied Trades
District Council #2, District Council #58

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
STF LLC DBA Traffic Control Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
601 8th Street

6 City, state, and ZIP code
Valley Park, MO 63088

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-		-				
--	--	--	---	--	---	--	--	--	--

OR

Employer identification number

2	0	-	8	8	5	6	1	7	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jane Dunbin Date ▶ 1-4-2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.