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# **THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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## **RESOLUTION NO. 2023-R-052**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY  
PARK AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR 2023 PAVEMENT  
MARKING PROGRAM**

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

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

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**RESOLUTION NO. 2023-R-052**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR 2023 PAVEMENT MARKING  
PROGRAM**

**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 STF LLC d/b/a 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 to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

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

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

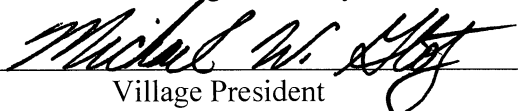
**ADOPTED** this 16<sup>th</sup> day of May, 2023, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

**NAYS:** None

**ABSENT:** Sullivan

**APPROVED** this 16<sup>th</sup> day of May, 2023, by the President of the Village of Tinley Park.

  
Village President

**ATTEST:**  
  
Village Clerk

# **EXHIBIT 1**

## **2023 PAVEMENT MARKING PROGRAM STF LLC D/B/A TRAFFIC CONTROL COMPANY**

## VILLAGE OF TINLEY PARK

### SERVICE CONTRACT 2023 PAVEMENT MARKING YEAR 2 OF 3

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the "Village"), and STF LLC d/b/a 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 Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village's approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor's Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described herein. The term "subcontractor" shall mean and include only those hired by and



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

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

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

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):

JM 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.

JM 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.

JM Form C Additional Information (if required)

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

JM Illinois Department of Revenue registration

JM Illinois Department of Employment Security registration

JM Standards of Apprenticeship/Apprentice Agreements

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

JM Written Safety Policy Statement signed by company representative

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

JM Workers' Compensation Coverage

JM Professional or Trade Licenses



## 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.

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The undersigned Fred Manning, as Controller and on behalf  
(Name) (Title)  
of STFLLC dba 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:

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Authorized to do business in the State of Illinois:

Yes [☒] No [☐]

Describe supporting documentation attached: \_\_\_\_\_

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:

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### **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



### Eligibility to Contract

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

STFL LLC dba Traffic Control Company  
Name of Contractor (please print)

Frederick Manning  
Submitted by (signature)

Controller  
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.

STFL LLC dba Traffic Control Company  
Name of Contractor (please print)

Frederick Manning  
Submitted by (signature)

Controller  
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.

STFL LLC dba Traffic Control Company  
Name of Contractor (please print)

Frederick Manning  
Submitted by (signature)

Controller  
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.

STF LLC dba Traffic Control Company      Patrick Manning  
Name of Contractor (please print)      Submitted by (signature)

Controller  
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)

STF LLC dba Traffic Control Company      Patrick Manning  
Name of Contractor (please print)      Submitted by (signature)

Controller  
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.

STFW LLC dba Traffic Control Company  
Name of Contractor (please print)

Fredrick Manning  
Submitted by (signature)

Controller  
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

STFW LLC dba Traffic Control Company  
Name of Contractor (please print)

Fredrick Manning  
Submitted by (signature)

Controller  
Title

[Signature Page to Follow]



CONTRACTOR NAME

BY: \_\_\_\_\_

Fred Manning  
Printed Name: Fred Manning  
Title: Controller

5/9/23

Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

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

5/16/2023

Date

ATTEST:

Nancy O'Connor  
Village Clerk

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

5/16/2023

Date

**VILLAGE OF TINLEY PARK**

BY: \_\_\_\_\_

Village Manager

\_\_\_\_\_  
Date

## Exhibit A

### SCOPE OF SERVICES

The proposed construction consists of furnishing and installing paint and modified urethane pavement markings as well as grooving for the pavement markings at various locations throughout the Village. A map and/or list of the proposed locations for this Work are provided below. If the annual renewal option is exercised by the Village, an updated map and/or list of locations will be issued to the Contractor no later than May 1st of the subsequent year and a preconstruction meeting scheduled once the Contractor has prepared their schedule to complete the proposed Work.

Street	From	To	Material
Convention Center Drive	183rd Street	Parking Lot	PAINT
92nd Avenue	183rd Street	Church	PAINT
88th Avenue South	North Village limit (Just south of 192nd St)	LaPorte Road	PAINT
179th St	94th Ave	80th Ave	PAINT
169th Street	82nd Avenue (School Zone)	80th Avenue	PAINT
Timber Drive	80th Avenue	Entrance to 7700 Timber Drive	TEST STRIP GROOVE/THERMO
Veterans Parkway	Timber Drive	183rd Street	TEST STRIP GROOVE/URETHANE
Ridgeland Avenue	Honey Ln	167th St	PAINT
Ridgeland Avenue	167th St	Terrace Dr	PAINT
Centennial Dr	Harlem Ave	Oak Park Ave	PAINT
West Creek Drive	Just south of 183rd St.		PAINT
North Creek Drive	Just south of 183rd St.		PAINT
76th Ave	Just south of 183rd St.	Approx. 182'	PAINT
Brookside Glen Drive	Greenway Boulevard	191st Street	PAINT
Oak Park Avenue	183rd Street (School Zone)	Tinley Park Drive	GROOVE/URETHANE
Oak Park Avenue	159th	167th	GROOVE/URETHANE
Sayre Ave/70th Ave	183rd St	182nd St	GROOVE/URETHANE

**Proposal Title:  
VILLAGE OF TINLEY PARK  
2023 Pavement Marking Program**

**Exhibit B**

**INSURANCE REQUIREMENTS**

(See Risk Manager for Insurance Requirements)

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

Bond No. 0808756

Executed in Five Counterparts

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we STF, LLC dba Traffic Control Company ,  
Principal, and Harco National Insurance Company , Surety, are held and firmly bound unto  
Village of Tinley Park , Oblige, in the sum of  
Two Hundred Thousand and 00/100 Dollars (\$200,000.00 ) for the payment  
of which we bind ourselves, our legal representatives, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated  
for Service Contract 2023 Pavement Marking Year 2 of 3

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract, and any and all duly  
authorized modifications of said contract that may hereafter be made, notice of which modifications  
to Surety being waived, or shall indemnify and save harmless the Oblige from all cost and  
damage by reason of Principal's failure so to do, then this obligation shall be null and void;  
otherwise it shall remain in full force and effect.

Signed, sealed, and dated May 10, 2023

STF, LLC dba Traffic Control Company (Seal)  
(Principal)

By: 

Harco National Insurance Company (Seal)  
(Surety)

By: 

Attorney-in-Fact Marina Tapia



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On MAY 10 2023 before me, Ethan Spector, Notary Public  
*Date Here Insert Name and Title of the Officer*

Personally appeared Marina Tapia  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature E-A  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_ Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_ Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_  
☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

Signer's Name \_\_\_\_\_  
☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0808756

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

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

LISA MARIE SAUMUR, D. GARCIA, TIMOTHY J. NOONAN, ETHAN SPECTOR, JENNIFER G. OCHS, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ADRIANA VALENZUELA, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

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

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 10, 2023

Irene Martins, Assistant Secretary



Bond No. 0808756

Executed in Five Counterparts

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That STF, LLC dba Traffic Control Company  
, Principal, and Harco National Insurance Company, Surety,  
are held and firmly bound unto Village of Tinley Park, Obligee, in the  
sum of Two Hundred Thousand and 00/100  
Dollars (\$ 200,000.00 ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated  
for Service Contract 2023 Pavement Marking Year 2 of 3

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly makes  
payment to all persons, of any tier, supplying labor and material in the prosecution of the work  
provided for in said contract, and any and all duly authorized modifications of said contract that may  
hereafter be made, notice of which modifications to Surety being waived, then this obligation shall  
be null and void; otherwise it shall remain in full force and effect.

Signed, sealed and dated May 10, 2023

STF, LLC dba Traffic Control Company (Seal)

(Principal)

By: 

Harco National Insurance Company (Seal)

(Surety)

By: 

Attorney-in-Fact Marina Tapia

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Los Angeles )  
 On MAY 10 2023 before me, Ethan Spector, Notary Public  
*Date Here Insert Name and Title of the Officer*  
 Personally appeared Marina Tapia  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document \_\_\_\_\_ Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_ Signer(s) Other Than Named Above \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_  
☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

Signer's Name \_\_\_\_\_  
☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_



**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Bond # 0808756

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

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

LISA MARIE SAUMUR, D. GARCIA, TIMOTHY J. NOONAN, ETHAN SPECTOR, JENNIFER G. OCHS, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ADRIANA VALENZUELA, ERIN BROWN, SIMONE GERHARD, RACHEL A. MULLEN, B. ALEMAN

**Los Angeles, CA**

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

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

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY  
County of Essex

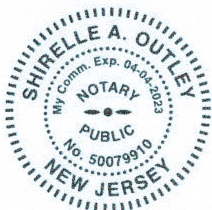
Kenneth Chapman

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

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, May 10, 2023

Irene Martins, Assistant Secretary



**NORTH CAROLINA NOTARY ACKNOWLEDGEMENT**  
**(INDIVIDUAL)**

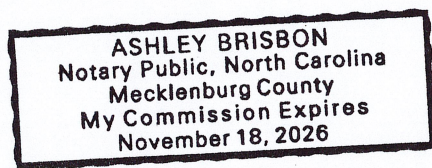
State of North Carolina }

County of Mecklenburg }

I, Ashley Brisbon, Notary Public, do hereby certify that Billy Miller Jr.  
[Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me  
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 12th day of May, 2023

(Official Seal)



Ashley Brisbon  
Official Signature of Notary  
Ashley Brisbon  
Notary's Printed or Typed Name

My Commission Expires: 11/18/2026

Notary Public

**NORTH CAROLINA NOTARY ACKNOWLEDGEMENT  
(INDIVIDUAL)**

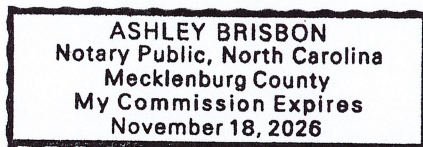
State of North Carolina }

County of Mecklenburg }

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this day and acknowledged the due execution of the foregoing instrument.

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(Official Seal)



Ashley Brisbon  
Official Signature of Notary  
Ashley Brisbon  
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 11/18/2026

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

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2023-R-052, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND STF LLC D/B/A TRAFFIC CONTROL COMPANY FOR 2023 PAVEMENT MARKING PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 16, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 16<sup>th</sup> day of May, 2023.

  
VILLAGE CLERK