



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
BAXTER AND WOODMAN, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this 26 day of August, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as "Village") and BAXTER AND WOODMAN, INC. (hereinafter referred to as "Consultant") for the performance of certain professional services for the Village in connection with McGinnis Slough Multi-Use Path Phase I Preliminary Engineering (hereinafter referred to as the "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Consultant agrees to and shall timely perform and fully complete the "Scope of Services" as set forth in:

☒ The Consultant's Proposal or Bid No. 210929.40, and dated May 6, 2021; and/or

☐ Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Qualifications (RFQ), Request for Proposal ("RFP"), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

☒ the amount(s) set forth on Exhibit A (the "Consultant's Proposal");

☒ the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

☒ subject to a not-to-exceed Proposal amount of \$149,907.00, plus \$29,981.00 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not to exceed 179,888.00 ("Contract Price")

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$179,888.00. Said price shall be the total compensation for Consultant's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no

circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above.

- B. Invoices: The Consultant agrees to and shall prepare and submit:
- ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
 - ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.
- E. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.
- F. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- ☒ Scope of Services as set forth in the Consultant's proposal dated May 6, 2021 (Exhibit A)
 - ☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

- A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than August 1, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than January 1, 2023 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.
7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Khurshid Hoda, Director, EPS
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: (708) 403-6128
Facsimile: n/a
e-mail: khoda@orlandpark.org

To the Contractor:

Name: Jay Coleman, PE, Project Manager
Company: Baxter and Woodman, Inc.
Address: 8430 W. Bryn Mawr Avenue, Suite 400
City, State, Zip: Chicago, IL 60631
Telephone: (815) 444-3277
Facsimile: (708) 444-0344
e-mail: jcoleman@baxterwoodman.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
- (ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.
☒ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☒ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.
- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:

- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.

- B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.
17. Equal Employment Opportunity: The Consultant shall be an “equal opportunity employer” as defined in the United States Code Annotated. The Consultant shall be required to comply with the President’s Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as “Project Documentation”), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney’s fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

BAXTER AND WOODMAN, INC.

By: _____

Name: John V. Ambrose

Its President/CEO and Authorized Agent

VILLAGE OF ORLAND PARK

By: _____

Name: George Koczwar, Title: Village Manager

ATTEST: _____

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Consultant's Proposal dated May 6, 2021
For McGinnis Slough Multi-Use Path Phase I Preliminary Engineering

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees



8840 West 192nd Street, Mokena, Illinois 60448 • 708.478.2090 • baxterwoodman.com

May 6, 2021

Mr. Sean Marquez
Village Engineer
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Ms. Nicole Merced
Purchasing Coordinator
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Subject: RFP McGinnis Slough Multi-Use Path Phase I Preliminary Engineering

Dear Mr. Marquez and Ms. Merced:

The Village's goal is to select an experienced team to be your advocate, assisting you with completion and IDOT approval of the Phase I Engineering for the McGinnis Slough Multi-Use Path. Having completed numerous Phase I designs for similar trail projects for the Forest Preserve District of Cook County, Glenview, Skokie, Park Forest, and others, we fully understand the project challenges. Our staff's ongoing work in Orland Park, combined with our experience coordinating with Cook County DOT&H and IDOT BLRS, will allow us to be the advocate you need. Our approach for your project focuses on:

- **An Experienced Team** - Your project will receive hands-on attention from transportation engineering professionals who are skilled at helping communities find cost effective, practical solutions for transportation-related projects. Your team is led by Project Manager Jay Coleman who has extensive experience completing Phase I studies for federally funded projects. He will help Orland Park efficiently navigate through the IDOT process to keep your project moving forward.
- **Helping Secure Funding** - We assist our clients with identifying and securing funding from various funding sources, including ITEP, STP, STP Shared Fund, CMAQ, Safe Routes to Schools, Rebuild Illinois, and Invest In Cook. You can rely on our local expertise and proven funding procurement experience to help Orland Park secure funds for your bicycle facilities.
- **Successful Public Engagement and Outreach** - An informed public is one of the most vital keys to project success. From project websites to virtual public meetings to visualization exhibits/videos to social media updates, our team can offer a variety of tools to promote a positive public response.

If you have questions or need additional information during your review of our submittal, please contact Project Manager Jay Coleman at (815) 444-3277 or jcoleman@baxterwoodman.com. We look forward to working with the Village to prepare a Phase I preliminary design for the McGinnis Slough Multi-Use Path.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Dennis S. Dabros, PE

Vice President/Client Services Liaison

Jay C. Coleman, PE
Project Manager

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Appendix: Proposal Forms

Baxter & Woodman celebrates our 75th anniversary!
On January 19th, 1946, company founders Richard Baxter and Lorrin Woodman began a journey that ultimately led to the firm known today as Baxter & Woodman, Inc., Consulting Engineers.

Over the years, the company’s service offerings have expanded. Baxter & Woodman now provides planning, design, construction and technology services for water, wastewater, stormwater and transportation facilities for municipalities, counties and state agencies and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm’s civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery.



Firm Overview

■ Company Profile

Founded in 1946, Baxter & Woodman, Inc. provides more than \$50M in consulting engineering and technology assistance annually to municipalities, state agencies, county governments, and sanitary districts throughout Wisconsin, Illinois, Florida, and Texas. Dedicated to promoting a sustainable future, our staff of more than 320 talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried and true processes.

Baxter & Woodman offers planning, design, construction and technology services for water, wastewater, stormwater and transportation facilities for municipalities, counties and state agencies and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm's civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery.

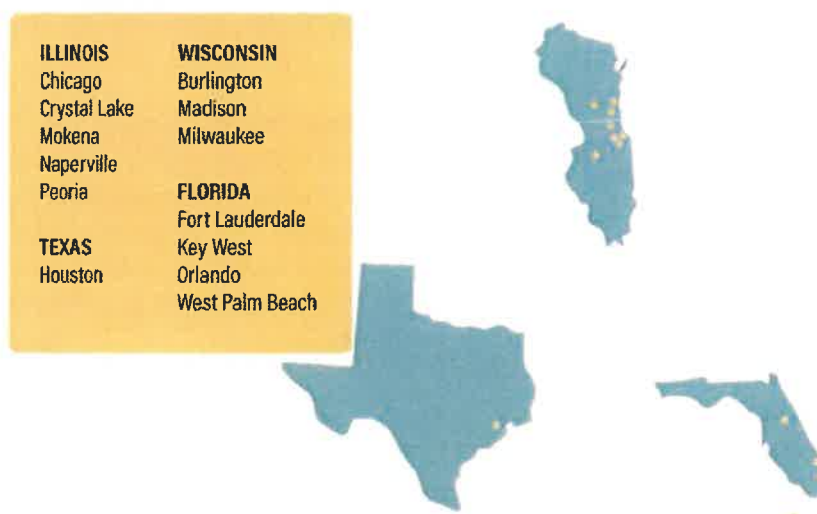
Baxter & Woodman has
climbed to **#296** on
the Engineering News
Record list of Top Design
Firms in the Country!



Dedicated to combining **sound engineering practices** with **emerging technologies** to provide **sustainable, innovative solutions**.

■ Responsive Project Support

Baxter & Woodman's 13 regional offices provide our clients with local presence and responsive service. Our team offers services that stretch well beyond typical engineering consulting.



Strategy for Success

The Village of Orland Park has identified a need for a multi-use path around the McGinnis Slough as identified in the Village's Comprehensive Plan. The multi-use path, proposed within the existing Commonwealth Edison utility easement, will provide an important link for non-motorized transportation between the existing paths on the west side of US Route 45 and the south side of Venetian Way.



With Baxter & Woodman, the Village will receive a team with the experience necessary for project success as highlighted in the sections below.

Federal Phase I Process



Our team's familiarity with federally funded projects and Illinois Department of Transportation (IDOT) Local Roads and Streets' policies goes beyond our resumé of successful projects.

Baxter & Woodman has recently served as Program Manager for the Bureau of Local Roads and Streets to review and assist IDOT in processing Phase I & II federally funded projects. Few firms will be able to offer the same first-hand experience with projects administered by IDOT, and our long-standing relationships with IDOT staff promote flexibility in document preparation and processing, and help streamline reviews and approvals.

Your Project Manager, **Jay Coleman**, has been processing Phase I and Phase II Federal Aid projects through IDOT District 1 for 20 years. Jay spent three years working at IDOT District 1 Local Roads processing hundreds of Federal Aid projects.



Baxter & Woodman staff are well equipped to navigate complex federal and IDOT policies with expert knowledge of critical design elements including:

- Pedestrian & Bicycle Facilities and Traffic Safety Engineering (**Jason Fluhr**, Professional Traffic Operations Engineer).
- PESA/PSI Reporting (**Don Palmer**, Professional Geologist).
- Permitting Agency Coordination (**Paul Siegfried**, Stormwater and Permit Engineer).
- Cook County Department of Transportation and Highways and Forest Preserve District of Cook County Coordination (**Dan Schug**, Project Advisor and QA/QC)

Our strength with these projects is not only completing preliminary and final engineering, but also securing funding to help move projects forward to construction. Many firms say they are experts at funding, but in the last STP call for projects in 2020, **Baxter & Woodman successfully secured funding for 18 of 25 project applications** submitted across Chicagoland. This was accomplished by not only submitting thorough applications, but by having an in-depth understanding of each Council's scoring system and positioning each project to maximize points in advance of the call for projects.

Public Involvement, Stakeholder Coordination & Visualization



Face-to-Face Meetings



Virtual Open Houses



Video Visualizations

We know that engaging the community in the planning process helps get the public on board with Village goals. This is a recommended (and in some cases, required) step in the IDOT Phase I process. Regular and proactive communication with stakeholders, businesses, and property owners, will help facilitate your schedule and provide the positive momentum needed to complete the project. We can help tailor a communication strategy that meets your needs.

Anticipated stakeholders on this project include numerous residential & commercial properties, Village residents, regional bicycle user groups, Forest Preserve District of Cook County, Cook County Department of Transportation and Highways, Commonwealth Edison, and the Village of Homer Glen. Coordination with adjacent schools, Centennial Elementary School and Carl Sandburg High School, will be critical to confirm the pedestrian/bicycle connectivity meets the schools' needs. Coordination with the Cook County Department of Transportation and Highways will be required for any roadway or pedestrian improvements at Wolf Road and Will Cook Road, and coordination with IDOT Bureau of Programming will be required for work in US Route 45 right-of-way. Early engagement with these entities, with particular focus on the adjacent properties, will be critical to identifying design alternatives that will gain stakeholder support.

Depending on the Village's preferences, we can assist you with a wide variety of public outreach services. We will work with you to create a strategy that builds public support and excitement, promotes your dedication to building a better community, and keeps your project moving forward.

■ Project Management & Communication

In addition to Public Involvement, proactive communication between the design team and the Village will be a top priority. We understand the value in keeping the Village updated on costs associated with the project as well as talking through various design alternatives and their impact on construction. We are always available to meet in person or we can provide the technology needed to facilitate virtual meetings.

■ Key Points

- The existing off-street multi-use paths south of Venetian Way and on the west side of US Route 45 provide logical termini for the beginning and ending of the proposed multi-use path within the existing Commonwealth Edison utility easement.
- The proposed multi-use path should be located to minimize environmental impacts, avoiding wetlands where possible.
- Pedestrian activated crosswalk warning systems utilizing solar powered Rectangular Rapid Flashing Beacons (RRFB) should be installed at the higher volume, higher speed roadway / multi-use path crosswalk locations on Wolf and Will/Cook Roads to enhance safety for path users crossing the roadways. Appropriate signage should also be included on the County Routes alerting motorists to the multi-use path crossings. RRFBs can also be installed on any other roadway the multi-use path crosses at the Village's discretion.
- The demographic of bicycle users will include students, families, and adult (regional and local) users.

An off-street path will provide safety benefits to young riders near schools and provide the connectivity required to allow students to navigate the route with minimal interaction with motor vehicles.



Wetlands in ComEd easement to be avoided, if possible



Potential crosswalk location on Wolf Road with Rectangular Rapid Flashing Beacons

Project Funding Opportunities

Baxter & Woodman has assisted municipalities secure over \$240 million in funding for local capital improvement projects. Over the past few years, we have been successful in obtaining funds for local multi-use path facilities within several local communities, including Frankfort, Country Club Hills, Mokena, Oak Forest, Plainfield, and more.

Our team is well versed in funding programs for multi-use paths, including:

- Illinois Transportation Enhancement Program (ITEP)
- Chicago Metropolitan Agency for Planning (CMAP) programs for Congestion Mitigation and Air Quality Improvement (CMAQ)
- Surface Transportation Program and Southwest Conference of Mayors and the related selection methodology.
- Cook County DOT&H Invest in Cook
- Safe Routes to Schools
- Illinois Department of Commerce and Economic Development (DCEO) Grants



We will help position this project to score well as you decide on pursuit of ongoing and multiple funding sources, Call(s) for Projects. Depending on recommended improvements, we can also assist the Village in investigating and obtaining other funding sources.

Complying with Cook County DOT&H Invest In Cook Processes

We have assisted many municipalities with Invest In Cook funding for projects at various stages of development including planning and feasibility studies, engineering design, right-of-way acquisition, and funding for construction. We have been successful in securing this funding because we understand the criteria and work with County staff regularly which helps us focus our efforts on winning project applications.

Our work with Cook County DOT&H over the last 15 years has included permitting municipal transportation projects, reviewing developments and other improvements for stormwater impacts, helping them with their first federal TIGER grant application, and BLRS projects' coordination for IDOT. The various Superintendents, including Acting Superintendent "Sis" Killen, have all told us they appreciate

Invest In Cook Experience

Your Baxter & Woodman team has been promoting, applying, and engineering through this program since it debuted in 2017. This funding program encourages local and regional investments that support Cook County's priorities, including the movement towards designing and building Complete Streets and connecting Cook County.

Our design experience includes the Skokie Valley Trail through Glenview, Northfield, Wilmette, and Skokie, IL and the 135th Street STP Improvements in Robbins, IL. We assisted the Villages with their successful Invest in Cook applications, for which they were awarded funds to use as their local match during construction. We have also assisted the Villages of Park Forest, Flossmoor, La Grange, and Niles with successful Invest In Cook applications.

consultants who can help the County work better with municipalities and other agencies. We know our long-term experience with the County has been consistent with the priorities set forth in Connecting Cook County and has helped them and many municipal clients expand the County's involvement in multimodal projects including transit, bicycle, pedestrian, freight and bridge projects. This comprehensive experience and knowledge of both County staff and processes will allow us to be the advocate you need to navigate the BLRS process while recognizing Invest In Cook, or other funding sources policies.

Coordinating with IDOT, Cook County DOT&H, Forest Preserve District of Cook County, & Other Permitting Agencies

With our focus on municipal and county clients, Baxter & Woodman's in house staff includes leadership in the required disciplines of work for these improvements, including roadway, drainage, infrastructure, structural, environmental, sustainability, lighting, survey, and public outreach. Our team is continuously working with permitting agencies potentially involved along this project's corridor.

We have had ongoing communication with key staff at the following agencies. Our company's general experience with some of the key agencies is highlighted below.

	• Seventh year of contract providing stormwater permit review services for development projects requiring review by the Highway Department and Building & Zoning Department • Numerous permit projects for intersection improvements, roadway resurfacing and pedestrian facilities improvements • INVEST IN COOK grant funded project experience
 Illinois Department of Transportation	• Program Management contracts with the Bureau of Design for Districts 1 and 3 • Bureau of Local Roads Program Management contract for processing federally and MFT funded local agency projects • Numerous pedestrian/bicycle facilities, roadway reconstruction, and intersection improvement projects
	• Frequent involvement with MWRD on municipal projects, and several funding programs, throughout the District • Baxter & Woodman serves on the Watershed Management Ordinance (WMO) committee • Vast experience in MWRD permitting, including modifying drainage systems
 United States Army Corps of Engineers	• Continuous coordination with the ACOE for projects, including bridge rehabilitation/reconstruction, culvert replacement, and transportation projects involving wetland and stream impacts • Regular permit coordination meetings maintain our firm's familiarity with permit procedures and responsible ACOE staff
	• Design and construction engineering services for multiple trail improvements in a diverse mix of Forest Preserve District locations • Trail crossing designs complied with Forest Preserve District and AASTHO guidelines • Improvements to Sand Ridge Nature Center, including green solutions and energy saving equipment

For this project, our knowledge of IDOT and Cook County requirements for pedestrian facilities, traffic and pedestrian signals, ADA, and work within County and IDOT right-of-way will be essential for achieving timely reviews and approvals.



Work within the US Route 45 right-of-way will require IDOT Bureau of Programming coordination

Scope of Work and Project Timeline

Based on our familiarity with similar projects and the IDOT Phase I process, the critical path items for this project will include:

- Project initiation and coordination with IDOT Bureau of Local Roads, and prompt submittal of Environmental Clearance Requests required for the project limits.
- Alternative alignment development, adjacent property owner coordination and concurrence. Identify land acquisition needs.
- Development of Phase I Plans and Report based on the preferred alignment. Initiate project reviews and/or coordination from permitting agencies including IDOT, Cook County DOTH, Forest Preserve District of Cook County, MWRD, Commonwealth Edison, and others as required.

A detailed Scope of Services and Project Schedule are included on the following pages.

Scope of Work

1. EARLY COORDINATION AND DATA COLLECTION

- *Data Collection:* Obtain, review and evaluate the following information provided by the Village for use in design:
 - ◊ Utility Atlases
 - ◊ Existing Roadway and Structure Plans with Inspection Reports
 - ◊ GIS Shape files surrounding the project limits
 - ◊ Aerial Photography
 - ◊ Environmental Studies
 - ◊ Maintenance and flooding records
 - ◊ Drainage Studies
 - ◊ Geotechnical Data
 - ◊ Crash Data (5 years)
 - ◊ ROW, GIS and property data

2. TOPOGRAPHIC SURVEY

- *Topographic Survey:* Perform topographic survey within the project limits and at 100-foot intervals including driveways and cross streets. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls. Outside the anticipated right-of-way, County contours shall be utilized for approximating compensatory storage, detention, borrow excavation, and mass grading design elevations.
- *Photos:* Collect photographs along the project route to assist with design drawings and exhibits.
- *Structures:* Collect drainage structure condition, inverts, size, and flow direction.
- *Terrain Model:* Download and develop digital terrain model for use in design and plan preparation.
- *Right of Way:* Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. Conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements.

3. ACCIDENT ANALYSIS

- *Accident Analysis:* Obtain accident data from the Village, IDOT and the County and compile for review. Complete an accident diagram for the segments and intersections in the last 5 years and summarize findings. Complete an accident analysis to evaluate the frequency, severity, and recommended countermeasures.

4. ALTERNATIVES & PRELIMINARY DESIGN

- *Alternative Geometric Development:* Analyze and schematically develop alternative alignments, configurations, and geometrics to establish the preferred alternative of the proposed multi-use path location. Review critical cross sections, right-of-way, impacts, and design constraints. Compile alternatives and summarize findings of the analysis with recommendations. A maximum of two (2) alternatives will be developed further for evaluation.

- *Preferred Alternative Geometric Design:* Develop the preferred improvement plan, profile, and cross sections throughout the project. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Include development of the following items in the preferred improvement:
 - ◊ Multi-use trail
 - ◊ Sidewalk improvements
 - ◊ Pedestrian connections, including schools
 - ◊ ADA ramp details required in Phase I
 - ◊ Maintenance of Traffic
 - ◊ Driveways and adjacent intersections
 - ◊ Drainage facilities
- *Plan and Profile:* Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 40' scale.
- *Typical Sections:* Prepare typical sections for the existing and proposed improvements, showing dimensions for multi-use path surfaces, bases, subbases, subgrade treatments, sidewalks, ditches, backslopes, and right of way.
- *Cross Section Design:* Design multi-use path cross sections at 100-foot intervals and all cross streets, driveways and cross-path culverts.
- *Estimate of Cost and Schedule:* Develop preliminary cost estimates for the preferred improvement and anticipated schedule for construction. Include costs for Phase II design engineering, Phase III construction observation, and project construction cost estimates.

5. DRAINAGE ANALYSIS

- *Location Drainage Technical Memorandum (LDTM):* Prepare a Location Drainage Technical Memorandum for drainage improvements within IDOT ROW including an analysis of the existing drainage system, an analysis of existing outlets, an evaluation of the need for storm water detention and compensatory storage, and design of proposed drainage improvements. Identify sensitive outfalls and complete the drainage report in accordance with IDOT requirements and the requirements of the Metropolitan Water Reclamation District (MWRD) Watershed Management Ordinance.

6. ENVIRONMENTAL COORDINATION AND PERMITTING

- *Environmental Survey:* Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. Wetland delineation and special waste assessment will be performed by Baxter & Woodman as described below. It is anticipated that IDOT will complete the PESA, if necessary, as part of improvements within the US Route 45 right-of-way.
- *Permit Agency Early Coordination:* Initiate coordination with the following regulatory agencies to obtain preliminary design comments:
 - ◊ Metropolitan Water Reclamation District (MWRD)
 - ◊ US Army Corps of Engineers (ACOE)
 - ◊ Illinois Environmental Protection Agency (IEPA)

- *Wetlands:* Perform wetland delineation in the project corridor during the growing season; including documentation of baseline vegetation, hydrology, and soils information. Prepare a Wetland Delineation Report and Exhibits that summarize the methodology used, site description, and results of survey.
- *Wetland Impact Evaluation:* Prepare a wetland report detailing the work within a regulatory wetland, including a description of the wetlands being impacted, avoidance, minimization, and mitigation efforts. Submit to IDOT for review and approval.
- *Section 4(f) Lands:* Impacts to the *Forest Preserve District of Cook County* are anticipated. Prepare description of Right-of-Way acquisition or easements (permanent or temporary) from publicly owned parks and recreational areas. Develop avoidance alternatives to assess feasibility. Evaluate impacts on these properties, addressing alternatives, measures to avoid, minimize, mitigate or enhance resources, and net benefits that would result from the use of Section 4(f) land. A Section 4(f) De Minimus impact is anticipated. Prepare 4(f) documentation using De Minimus format and submit to the FHWA, County and IDOT for review.

7. PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

- *Historical Records Review:* Review and document historical data sources for the project area, including aerial photographs, topographic maps, fire insurance maps, County resources, and other readily available development data.
- *Environmental Regulatory Records Review:* A computer search of Federal, State, Tribal, and local government agency records will be performed to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties shall be evaluated for recognized environmental concerns (REC). Queries shall be performed, but not be limited to, the following regulatory databases:
 - ◊ National Priority List (NPL) of Hazardous Waste Sites;
 - ◊ Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF);
 - ◊ Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST);
 - ◊ Sanitary Landfill and Solid Waste Sites (SL/SWS);
 - ◊ State Hazardous Waste Sites (SHWS);
 - ◊ CERCLIS sites
 - ◊ Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG)
 - ◊ RCRA
- *Report Preparation:* Based on Environmental Screening results and site visit, prepare a PESA using the processes described in *A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects*, Second Edition, January 2012.
 - ◊ Prepare a letter report summarizing the activities and results of the assessment. The report will include pertinent documentation to support the screening results of the assessment. It will also provide a summary of conclusions from the limited information collected. A Preliminary Site Investigation (PSI) will not be included within this scope of work, which will be included in Phase II Engineering.

8. MEETINGS AND PUBLIC INVOLVEMENT

- *Meetings:* The following meetings are anticipated for this project:
 - ◊ Village (4 total) (Kickoff, Alternatives, Concept, Preliminary)
 - ◊ Village of Homer Glen (1)
 - ◊ Cook County DOT&H (1)
 - ◊ Forest Preserve District of Cook County (1)
 - ◊ Commonwealth Edison (2)
 - ◊ IDOT (1) (Kickoff)
 - ◊ IDOT/FHWA Coordination Meetings (1)
 - ◊ Stakeholder Meetings (8 total): Review preferred path alignment with stakeholders prior to proceeding with design.
 - ◊ Public Meeting (1)
- *Public Meetings:* Prepare advertisement, exhibits, handouts, and attend Public Open House Meetings. Prepare meeting minutes to document public comments. Prepare mailings to property owners identified with land acquisition.

9. PROJECT DEVELOPMENT REPORT

- *Phase I Documentation:* Prepare a Local Project Development Report for a Federal Approved Categorical Exclusion and submit the report to IDOT-BLRS and the Federal Highway Administration for review and approval. Preliminary, Pre-final, and Final submittals are anticipated. Maintain an updated PPI form and funding application with CMAP and Southwest Conference of Mayors if necessary.

10. FUNDING APPLICATIONS

- Complete and submit (CMAQ / STP / ITEP) funding applications with the Chicago Metropolitan Agency for Planning (CMAP), including necessary exhibits and cost estimates. Assist the Village with coordination of resolutions/letters of support for inclusion in the applications. Complete and Submit Invest In Cook Funding application through the Cook County DOT&H as required. The applications (over a 2-funding cycle period) will be submitted to acquire funding for Phase II design engineering, Phase III construction observation, and project construction. Coordinate with the Southwest Conference of Mayors, Illinois Department of Transportation (IDOT) District 1 Bureau of Local Roads and Streets (BLRS) and Cook County DOT&H.

11. RIGHT-OF-WAY/EASEMENT VERIFICATION

- Research and verify right-of-way and easements required for the proposed multi-use path. Coordinate with property owners to allow the Village to obtain an agreement allowing placement of the multi-use path on the landowner's property.

12. QA/QC

- Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts.

13. MANAGE PROJECT

- Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with Village and project team to confirm the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide regular updates to the Village.

The following items are not included within the scope of this project, but can be provided as additional services to the contract:

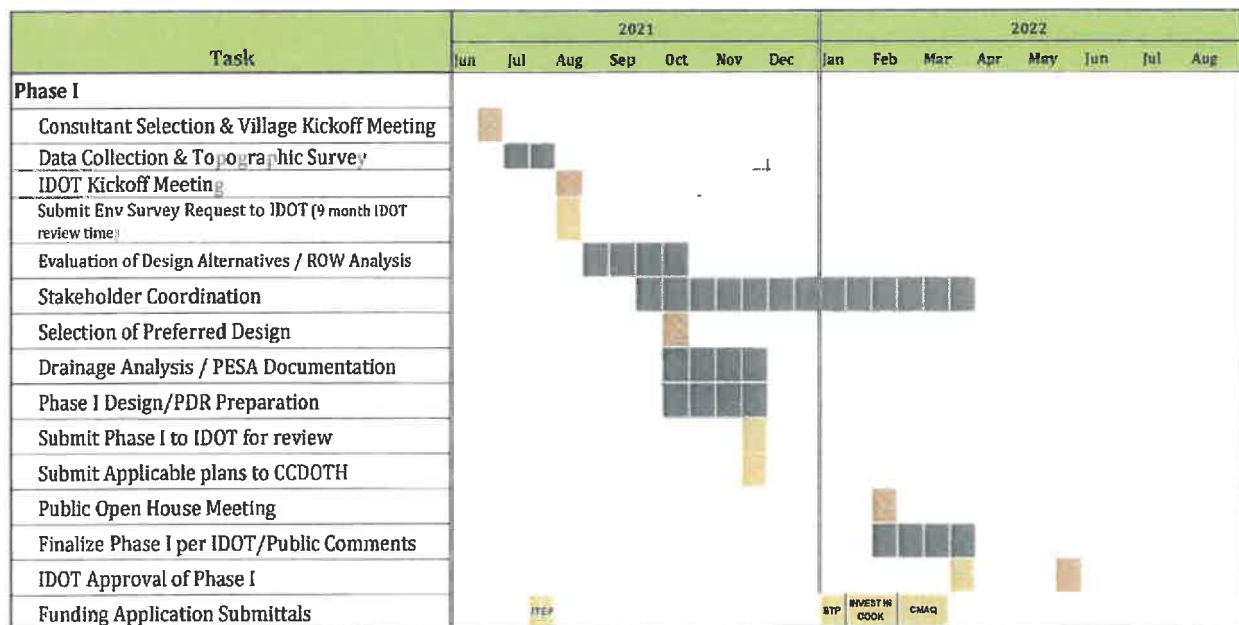
- Permit Review fees
- Plats, Legal Descriptions, Appraisals, Negotiations
- Soil borings / cores – to be completed during Phase II Engineering
- Preliminary Site Investigate (PSI) – typically completed during Phase II Engineering
- Additional meetings beyond those identified above
- Tree Survey
- Drain Tile Survey
- Traffic Counts and Capacity Analysis
- Virtual content and Newspaper Fees for Public Meeting
- Court Reporter fee for Public Hearing (if required)

Deliverables: The following is a list of anticipated final deliverables to the Village for this project:

- Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.
- Electronic Record of Design files including agency correspondence, Project Development Report content, Drainage Reports and Models, Environmental Reports, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

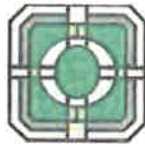
Project Schedule

Design
 Submittal
 Agency Review
 Key Date



Project Team

The success of this project depends on our ability to collaborate with your staff, address your project goals, and facilitate the federal Phase I process. Our project team is ready and available to assist the Village with the McGinnis Slough Multi-Use Path project. Brief resumes are included for your review.



ORLAND PARK

Project Manager

Jay Coleman, PE

QA/QC & Advisor

Daniel Schug, PE

Lead Project Engineer

Jonathan Miller, PE

Project Team

Bike & Ped Facilities/ Traffic Safety

Jason Fluhr, PE, PTOE

Stormwater/ Permitting

Paul Siegfried,
PE, CFM, CPESC

Funding Application

Anita Mitchell, PE, CFM

Special Waste/PESA

Donald Palmer, Jr., PG

Survey

Anthony Bianchin, PLS

Public Involvement

Meghan Foresman

**Education**

B.S., Civil Engineering,
University of Illinois, Urbana-
Champaign

Joined Firm in 2015

Years of Experience: 20

Registrations

Licensed Professional Engineer:
Illinois

Jay joined Baxter & Woodman in 2015 with extensive experience in Phase I studies, Phase II design, and Phase III construction services. He has 20 years of expertise in the preparation of plans, specifications, and cost estimates, as well as the various analyses and reports required by Phase I studies, and resident engineering responsibilities.

Representative Projects**Illinois Department of Transportation, District One**

Assisted the Bureau of Local Roads & Streets staff with the administration of projects using federal, state or MFT funding. Duties included coordination with the FHWA, IDOT - Springfield Office, IDOT - various bureaus of District One, Councils of Mayors, local agencies, and consultants. Also responsible for verifying that Phase I and Phase II submittals met the conditions of their funding programs and were compliant with IDOT design policies.

Northfield, Wilmette, Glenview, Skokie, IL**Skokie Valley Trail Multi-Use Path**

Project Engineer for Phase I Engineering on behalf of the Villages of Glenview, Wilmette, Northfield, and Skokie of a 3.9 mile segment of the Skokie Valley Trail from the northern-most border of Northfield to the south side of Old Orchard Road. The 10-foot wide multi-use trail was proposed to run along a discontinued Union Pacific Railroad line corridor and ComEd right-of-way. The project consisted of preliminary design including an alternative analysis of multiple path layouts, public outreach, and coordination with regulatory agencies including IDOT and Cook County. This segment completes a gap in the regional trail network, providing an uninterrupted linear connection between Lake Bluff and Chicago.

Plainfield, IL**127th Street Reconstruction Phase I**

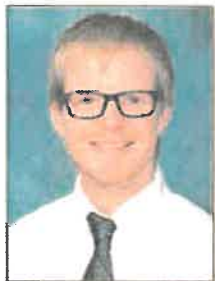
Project Engineer for Phase I Study, which included topographic survey, wetland delineation, initial utility coordination, special waste assessment, public meeting, BCR, PBDHR, Hydraulic Report, Local Project Development Report, and coordination with IDOT Bureau of Local Roads and Streets, IDOT Detour Committee, and FHWA. Project added 3,400 feet of shared-use path and lighting on the south side of 127th Street.

Schaumburg, IL**Plum Grove Road STP Improvements**

Project Engineer for Phase II design services for roadway lighting, roadway reconstruction, maintenance of traffic plan, three traffic signal designs, sidewalk and bike path improvements, and new storm sewer improvements.

Niles, IL**Milwaukee Avenue Streetscape Improvements**

Project Engineer for Phase I and II design engineering services for streetscape corridor plan. The project includes relocating the sidewalk along Milwaukee Avenue to create streetscape opportunities to provide a safer pedestrian route.



Education

B.S., Civil Engineering,
University of Notre Dame,
2012

Joined Firm in 2012

Years of Experience: 9

Registrations

Licensed Professional Engineer:
Illinois

Associations

American Society of Civil
Engineers

Jonathan provides design and construction engineering assistance to senior transportation engineers. He has experience in roadway rehabilitation and reconstruction, traffic signal design, sidewalk and multi-use path design, and fieldwork including survey and data collection.

Representative Projects

Skokie, IL

Howard Street Bike Path

Project Engineer for design phase for an ITEP-funded bicycle trail extension to connect existing on-street lanes on Howard Street west of Crawford Avenue to the North Shore Channel Trail on the east side of McCormick Boulevard. The work included widening and re-striping to accommodate bike lanes with the existing two through lanes and parking lanes in a tree-lined urban residential block, and installation of an off-street asphalt bike path in an open parkway along the fenceline of an MWRD treatment plant.

Grayslake, IL

Lake Street Bicycle Path

Design Engineer for the 1,200-foot long path that consisted of constructing a hot-mix asphalt bicycle path on the east side of Lake Street from the existing bike path at Jamestown Court to the existing bike path at IL Route 83.

Lakewood, IL

Huntley Road, Lakewood Road, and Lake Avenue Bike Lanes

Project Engineer for Phase I and Phase II design to widen the roads by 4 feet to provide 4.2 miles of on-street bike lanes on both sides of the road. The project included public involvement, pavement widening and resurfacing, drainage improvements, guardrail installation, wetland delineation, and coordination with the Crystal Lake Park District. Baxter & Woodman worked with the Village to secure federal Surface Transportation Program (STP) funding for three separate bike path projects over a seven-year period, which paid for 80% of the \$3.1 million project.

Northbrook, IL

Central Business District Road Rehabilitation and Streetscape

Project Engineer for a "road diet" consisting of parking on one side of the road, shared bike lanes on each side of the road, one travel lane in each direction, and bi-directional turn lane. The project included alternative analysis and public meetings to settle on the right project scope for the Village.

Carpentersville, IL

Maple Avenue Improvements

Design Engineer for the improvements between Washington Street and L.W. Besinger Drive, approximately 6,900 feet (1.31 miles). Improvements consisted of asphalt and concrete roadway reconstruction; curb and gutter installation; sidewalk and bicycle path construction; storm sewer, water main, and sanitary sewer improvements; three-sided structure installation; detention pond construction; channelization with thermoplastic pavement markings; driveway removal and replacement; roadway lighting; and parkway restoration.



Education

B.S., Civil Engineering
Marquette University, 2006

Joined Firm in 2006

Years of Experience: 16

Registrations

Licensed Professional Engineer:
Illinois

Presentations

Local Roads Management –
MCCOG Mayor's Caucus
September, 2016

Modern Roundabouts – B&W
Transportation Group Training
October, 2015

Continuing Education

ITE Traffic Engineering & Safety
Conference
October, 2015

ADA/PROWAG/Pedestrian
Safety Training (Baxter &
Woodman, 2012 & 2014)

Traffic Management Expo
October, 2012

2010 Highway Capacity Manual
Workshop
February, 2011

Dan's design and construction engineering background includes roadway modeling, cost estimating, traffic analysis, roundabouts, streetscape, intersection improvements, bike paths, roadway maintenance, and construction inspection. He has led several federally funded, MFT funded, and locally funded projects. Dan is adept at coordinating complex projects with the local agencies, Illinois Department of Transportation, and permitting agencies.

Representative Projects

Forest Preserve District of Cook County, IL Various Trail Improvements

Design and preparation of plans and specifications, permits, cost estimates, and construction supervision for seven bicycle trails throughout the District. Project components may include traffic signals and modifications; wetland mitigation and delineation; securing necessary permits (USACE, IDNR, IEPA, Cook County B&Z, others); adherence to AASHTO Guidelines; geotechnical survey; and trail design to conform to ADA. Budgeted through the District's Capital Development monies.

Crystal Lake, IL

Route 14 at Virginia Road Phase II Improvements

Project Engineer for Phase II design engineering of this federally funded project, which included pavement widening to provide new auxiliary lanes and a larger turn radius to accommodate trucks, new traffic signals, and a new entrance into the redeveloped area. The City's bike lane plan included Virginia Road as a future bike route. The project also included revising the pavement markings on Virginia Road to include bike lanes on both sides of the road.

Grayslake, IL

Lake Street Bicycle Path

Project Manager for this 1,200-foot long path, which consisted of constructing a hot-mix asphalt bicycle path on the east side of Lake Street from the existing bike path at Jamestown Court to the existing bike path at IL Route 83.

Schaumburg, IL

Plum Grove Road STP Improvements

Project Manager for Phase II design services for roadway lighting, roadway reconstruction, maintenance of traffic plan, three traffic signal designs, sidewalk and bike path improvements, and new storm sewer improvements.

Round Lake, IL

West Townline Road Widening

Project Engineer for the reconstruction of West Townline Road, including widening from two lanes to three lanes, curb and gutter, storm sewer, a parallel bike path, and restoration. Project funded by the State of Illinois Motor Fuel Tax Program.

Park Forest, IL

Orchard Drive Phase I

Project Engineer for STP-funded resurfacing and reconstruction, traffic signal improvements at 5 intersections, addition of turn lanes, street lighting, and on-street bicycle lanes.

**Education**

B.S., Civil Engineering
Marquette University, 1999

Joined Firm in 1999

Years of Experience: 22

Registrations

Licensed Professional Engineer:
Illinois, Wisconsin

Certifications

Professional Traffic Operations
Engineer™, certified by the
Institute of Transportation
Engineers, 2007

Associations

American Society of Civil
Engineers
Institute of Transportation
Engineers

Presentations

*"Accessibility Guidelines for
Pedestrian Facilities in the
Public Right-of-Way"* – B&W
Transportation Group Training,
December 2014

Continuing Education

"ADA Compliance" Feb 2016
"Traffic Engineering & Safety
Conference" October 2014
"Neighborhood and Pedestrian
Safety Programs" May 2009
"School Area Traffic Control"
September 2008

Jason J. Fluhr, PE, PTOE**Bike/Pedestrian Facilities & Traffic Safety**

Jason is a Certified Professional Traffic Operations Engineer and is a Project Manager for a variety of transportation projects. His design and construction engineering background includes roadway reconstruction, roundabouts, streetscape, intersection improvements, bike paths, traffic studies, traffic operations, and roadway maintenance.

Representative Projects**Illinois Department of Transportation**

Jason performed work as a Program Manager and Lead IDOT Phase II reviewer for complex jobs processed through Local Roads. During that time, Jason reviewed and administered several Federally funded projects to ensure work was completed in accordance with Federal Aid policies and Local Roads design guidelines. He also managed and monitored the progress and schedule of Local Agency project submittals, and coordinated reviews and approvals with various IDOT Bureaus and the Central Office.

Lakewood, IL**Huntley Road, Lakewood Road, and Lake Avenue Bike Lanes**

Project Manager for Phase I and Phase II design to widen the roads by four feet to provide 4.2 miles of on-street bike lanes on both sides of the road. The project included public involvement, pavement widening and resurfacing, drainage improvements, guardrail installation, wetland delineation, and coordination with the Crystal Lake Park District. Baxter & Woodman worked with the Village to secure federal STP funding for three separate bike path projects over a seven-year period.

Crystal Lake, IL**Route 14 and Virginia Road Phase II Intersection Improvements**

Project Manager for this federally funded intersection capacity improvement, which involved adding auxiliary lanes at two legs of the intersection, improving truck movements by widening intersection radii, installing new traffic signals, installing a bike lane along Virginia Road, and improving drainage at the intersection.

Wood Dale, IL**Pedestrian Access TCP Improvements**

Project Manager for upgrading existing pedestrian facilities at seven locations within the City limits to comply with ADA requirements, improve pedestrian visibility to the motorized travelling public, and improve access for pedestrians accessing the Metra train station. Worked with the City to identify several key pedestrian access points along Wood Dale Road and Addison Road, which would have the most significant safety impacts by upgrading signage, striping and traffic signals. Baxter & Woodman then helped the City secure Federal funding for the improvements through the DuPage Mayors and Managers Conference.

Park Forest, IL**Orchard Drive Improvements**

Project Engineer for widening 2.2 miles of roadway to provide additional turn lane channelization, on-street bicycle lanes along Orchard Drive, and five signalized intersections.



Education

B.S., Civil Engineering
University of Illinois, 2006

Joined Firm in 2014

Years of Experience: 15

Certifications

Licensed Professional Engineer:
Illinois, Florida

Certified Floodplain Manager

Certified Professional in Erosion
and Sediment Control

Associations

Illinois Association for
Floodplain and Stormwater
Management

Central States Water
Environment Association,
Illinois Branch Stormwater
Committee Co-Chair

Continuing Education

IAFSM Funding Seminar, Cicero,
Illinois, February 22, 2018

Beyond the Basics Stormwater
Management Conference,
Woodridge, Illinois, Sept. 2016

ACEC Illinois IDOT 1 Drainage
Seminar, Lisle, Illinois
May 7, 2014

Paul has extensive experience in the field of water resources engineering, focused on stormwater design and floodplain management. His experience includes flood mitigation projects, Phase I and II drainage design, green infrastructure planning and design, streambank stabilization, floodplain and floodway analyses and remapping, permitting, funding applications, engineering review, and construction observation.

Representative Projects

Illinois Department of Transportation

Willow Road and Pfingsten Road, Village of Glenview, Cook County, Illinois
Lead Drainage Engineer for Phase I drainage evaluation and preliminary design for approximate 1060' of roadway improvements along Willow Road at Pfingsten Road. Alternatives were considered for configuration of bike path, sidewalk, and roadside drainage within the project R.O.W.

Lake County Forest Preserve District, IL

Sedge Meadow Forest Preserve, Lake County, Illinois
Provided permitting, stormwater and floodplain analyses, and culvert sizing for approximately 0.35 miles of proposed trail alignments, parking facilities, and access road improvements.

Lake County Forest Preserve District, IL

Fox River Forest Preserve Addition, Lake County, Illinois
Provided permitting and stormwater and floodplain analyses for approximately 3.5-miles of proposed trail alignments at the Fox River Forest Preserve Site. Specific tasks included detention threshold calculations, depressional BFE determinations, compensatory storage calculations, and isolated wetland hydrology calculations to document that 80-150 wetland hydrology criteria was met.

Forest Preserve District of Will County, IL

Hammel Woods North DuPage River Trail, Joliet, Will County, Illinois
Provided inundation analysis, compensatory storage calculations, existing and with-project hydraulic analysis, and culvert crossing design for a new pedestrian trail on the 106-acre Hammel Woods North Forest Preserve property.

Plainfield, IL

127th Street STP Improvements

Assisted with Hydraulic Report Preparation for Phase I of reconstruction of 3,400 feet of 127th Street to provide a 3-lane urban roadway, a shared-use path on the south side of 127th Street, replacement of an existing culvert conveying the West Norman Drain, right-of-way acquisition, and floodplain compensatory storage. Coordination with IDOT's Bureau of Local Roads and Streets and the Federal Highway Administration was necessary to confirm STP funding eligibility.

DeKalb, IL

Northern Illinois University Outdoor Intramural and Recreation Facility

Provided analysis of the existing stormwater system and stormwater design to accommodate several athletic fields, a walking track, bike paths, sand volleyball, restroom facilities, and parking areas to be constructed on the Main Campus.



Education

B.S. Civil Engineering,
Iowa State University, 1990

Joined Firm in 1999

Years of Experience: 30

Registrations

Licensed Professional Engineer;
Illinois

Associations

American Public Works
Association

American Society of Civil
Engineers

Modeling Software Expertise

- XPSWMM
- HY-8
- HEC-HMS
- StormCAD
- FlowMaster

Before joining Baxter & Woodman, Anita spent 6-1/2 years as an engineer in the IDOT Hydraulics Section in the Bureau of Programming. She is very familiar with IDOT policies and format and gained valuable experience reviewing the drainage aspect of traffic requests.

Anita also worked for the Bureaus of Design and Construction. Effective communications skills and a teamwork attitude have allowed her to successfully coordinate projects with utilities, municipalities, Illinois Environmental Protection Agency, the Army Corps of Engineers, as well as internal IDOT Bureaus.

Her responsibilities have included all aspects of project design, including preliminary research; IDNR, CMAP, MWRD, & USDOT Funding applications, CADD plans; drainage analysis and design; guardrail analysis and design, profile design; computer modeling for analysis, design, and quantity calculations; and details and specifications.

Representative Projects

Grant Funding Application Assistance:

Glenview, IL

- Skokie Valley Trail Phase I Engineering - Invest in Cook County
- Chestnut Avenue Bike Trail - ITEP
- East Lake Avenue & Waukegan Road Intersection Improvements - CMAQ
- Willow Road & Shermer Road Intersection - Invest in Cook
- Glenview Road Streetscape Phase II and Construction - STP Local
- Springdale Avenue Sidewalk Improvements - Safe Routes to School

Northfield, IL

- Skokie Valley Trail Phase II Engineering - CMAQ

Wilmette, IL

- Skokie Valley Trail Phase II Engineering (Local match) - Invest in Cook

Flossmoor, IL

- Central Business District Streetscape Improvements Phase I Engineering - Invest in Cook

Bike Path Design:

Sugar Grove, IL

Design Engineer for Virgil Gilman Trail reconstruction with vertical realignment and flooding alleviation.

Plainfield, IL

Drainage Engineer for Phase I/II 127th Street reconstruction, including 3,400 feet of shared-use path.

West Dundee, IL

Drainage Engineer for Phase II design of Huntley Road, including bike path.

**Education**

B.S., Geology, Northern Illinois University, 1995

Joined Firm in 2014

Years of Experience: 30

Certifications

Licensed Professional Geologist, Illinois (License 196.001072)

Specialized Training

OSHA 40-Hour HAZWOPER Certification

CPR Training

Emergency Response and First Aid Training (OEC)

Don is a Licensed Professional Geologist with extensive experience in engineering and environmental consulting. Expertise includes engineering and environmental engineering projects, environmental site assessments, site remediation, groundwater evaluations, and field drilling programs for public and private sector clients, mining, and construction materials producers.

His project experience includes engineering design support, environmental investigations, environmental site assessments, design, installation, operation and decommissioning of remediation systems, abandonment and removal of existing underground fuel storage tanks at public and private facilities, correspondence and coordination with regulatory agencies, site investigation planning, corrective action and remediation plans, project proposals, and project budgeting.

Experienced in the IEPA Clean Construction or Demolition Debris (CCDD) regulatory program, Don provides expertise in evaluating, managing, and disposing of construction soils excavated during public works improvement projects. He manages coordination, evaluation, assessment, and oversight for proposed construction project soils management including designing and overseeing field soils investigations, evaluation of laboratory data collected during field investigations, and preparation of IEPA LPC-662 and LPC-663 forms for soils disposal as appropriate. Don is well qualified to assist clients to meet construction soils CCDD management procedures and regulatory requirements.

Representative Projects**Illinois Department of Transportation**

Phase II Project Support and Management for Various Projects/Variou Counties, District 1, PTB 194/20

Phase II Project Support and Management for Various Projects/Variou Counties, District 1, PTB 185/04

Phase II Project Support and Management for Various Projects/Variou Counties, District 1, PTB 173/020

Special Waste Assessment Coordinator for the IDOT District 1 operations in the District office. Directs, coordinates, and manages the Special Waste Assessment Program for District 1 projects, and works directly with IDOT Engineers and District staff in developing and conducting construction site soils investigations and management of regulated substances associated with all IDOT District 1 Phase I and Phase II construction projects. Responsibilities include review and interpretation of Illinois State Geological Survey; Preliminary Environmental Site Assessments (PESAs); tasking and development of IDOT-approved Preliminary Site Investigation (PSI) Work Plans; direction of statewide consultants performing PSIs on IDOT Phase I and Phase II projects; review and approval of PSI studies prepared by statewide consultants; preparation and approval of Illinois Environmental Protection Agency (IEPA) Uncontaminated Soil Certification LPC-663 forms; and preparation of IDOT-approved soils management Special Provisions; and soils management memoranda. Works directly with IDOT's Geologic and Waste Assessment Department and advises the District office on appropriate policy and procedures related to evaluation, investigation, and management of CCDD uncontaminated soils, regulated wastes, and contaminated soils encountered during IDOT District 1 Phase I and Phase II construction projects.

Anthony E. Bianchin, PLS
Professional Land Surveyor



Education

B.S., Civil Engineering
Illinois Institute of Technology,
1993

Joined Firm in 2006

Years of Experience: 28

Registrations

Licensed Professional Land
Surveyor: Illinois, Wisconsin

Licensed Professional Surveyor
and Mapper: Florida

IDOT Certifications

IDOT Bureau of Construction
Task Training/Certifications:
P.C.C. Paving
HMA Density Testing
HMA

Certifications

Nuclear Density Gauge, Troxler
Laboratories
Concrete Field Testing
Technician, ACI

Tony has over 28 years of design and land surveying experience. His expertise includes the design of roadway reconstruction, roadway realignment, storm sewer, sanitary sewer, and water main projects. He is also proficient in the preparation of right-of-way acquisition, plat, and legal description documents. Tony teaches several surveying courses at the College of Lake County.

Representative Projects

McHenry County Conservation District, IL

Oak Street to Veteran Acres Park Bike/Pedestrian Path

Project Manager for the design of one mile of 10-foot wide bike/pedestrian path.

Schaumburg IL

Plum Grove Road STP Improvements

Surveyor for improvements to Plum Grove Road between Higgins Road and Golf Road, a high volume roadway that links the residential area south of Higgins with the commercial area to the north. The project is funded through the federal Surface Transportation Program. The design included roadway reconstruction, roadway lighting, culvert headwall improvements, three traffic signal designs, sidewalk and bike path improvements, and new storm sewer improvements. Provided field survey of utility structures and boundary lines. Researched title, prepared and revised highway plats, and modified legal descriptions.

Arlington Heights, IL

Kensington Road Topographic Survey, Tree Survey and Drafting Services

Project Manager for survey and drafting services for the Kensington Road improvements, a project length of 6,850 lineal feet. The project consisted of obtaining data of record, performing topographic survey of pertinent features, surveying tree locations and diameters in preparation for trail routing, and generating drawings compatible with AutoCAD 2016 and Autodesk Civil 3D 2016, and in standard IDOT format.

Park Forest, IL

Orchard Drive Improvements Phase I

Surveyor for the preparation of a Phase I Project Development Report for this 2.22-mile project, which consisted of widening the roadway to provide additional turn lane channelization and on-street bicycle lanes along Orchard Drive. The project included the widening and reconstruction of Orchard Drive, curb and gutter, reconstruction/improvement of existing storm sewer system, utility relocation, sidewalk removal and replacement, modification of traffic signals, channelization, and driveway removal and replacement.

McHenry County Division of Transportation, IL

Walkup Road Reconstruction

Land Surveyor for improvements in two locations along the Walkup Road corridor, which included the reconstruction of Walkup Road and IL 176, installation of right turn lanes, upgrades to traffic signals at IL 176, profile corrections, addition of a center left turn lane, right turn lanes at select intersections, new installation of traffic signals at Mason Hill Road, and bicycle path with street crossing.

**Education**

B.A., Corporate Communication
Marquette University, 2013

Joined Firm in 2014

Years of Experience: 7

**Project Websites
Designed/Managed**

seacrestphase3.com

sw4thstreet.com

osceolaparkproject.com

dibforcemainreplacements.com

beachmasterplanphase2.com

weilandproject.com

[wpsites.baxterwoodman.com/151st
improvements](http://wpsites.baxterwoodman.com/151stimprovements)

Meghan is often called upon by project managers to assist with public relations efforts for client projects. Her communication expertise is utilized to plan and develop materials used in public information meetings, as well as displays, presentations, mailings and online tools geared towards stakeholder and resident issues. She has designed and maintained project websites and stays current with the latest technology and online communication tools including Twitter, Facebook and blogs. Meghan is adept at tailoring a project communication program to meet the needs and budget of a client.

Representative Projects**Lake County Division of Transportation, IL
Weiland Road Improvements**

Public Relations Specialist for reconstructing Weiland Road from an existing two-lane asphalt pavement to a five-lane asphalt pavement including two lanes in each direction with a center turn lane through a majority of the project. Provides support for public information meetings and development and maintenance of the project website. Provides regular project updates to residents.

**Orland Park, IL
151st Street Improvements**

Public Relations Specialist for construction of a wider 151st Street with one lane in each direction and a striped center two-way left turn lane. A roundabout at 151st Street and West Avenue will be constructed to promote a continuous flow of traffic. Provides support for public information meetings and development and maintenance of the project website. Provides regular project updates to residents.

**McHenry County Division of Transportation, IL
Randall Road Corridor**

Provides Public Relations support for roadway widening to provide three through lanes in each direction with up to four for the portion between Bunker Hill/Huntington Drive just up to Polaris Drive/Acorn Lane. Dual left turn lanes and separate right turn lanes will be provided at all signalized intersections. Various communication techniques are being utilized on the project, from business canvassing to the development of a project-specific website.

**Round Lake, IL
Hart Road Improvements**

Public Relations during Phase III construction. Provided support for construction ground breaking and ribbon cutting, and maintenance of the project website. Designed public outreach materials to keep local stakeholders informed and provided construction updates through the project website and email list.

**Delray Beach, Florida
SW 4th Street, SW 6th Street, SW 7th Avenue, and SW 3rd Court Improvements**
Public Relations Specialist for design and construction of improvements to the public roadways, alleyways, potable water, sanitary and storm sewer systems, and considerations for sidewalk and street lighting improvements to improve the area's bike and pedestrian mobility and safety. Provides support for public information meetings and development and maintenance of the project website. Provides regular project updates to residents.

Similar Projects

Services

- Phase I Engineering
- Coordination with Cook County DOT and IDOT
- Pedestrian Improvements
- Off-Street Multi-Use Trail

Funding

Invest in Cook, TAP

Completed

2019 (Design)

Construction Cost

\$2.95M (est)



Public Open House



Typical existing cross section

Skokie Valley Trail

Glenview, Wilmette, Northfield & Skokie, IL

Baxter & Woodman provided Phase I Engineering on behalf of the Villages of Glenview, Wilmette, Northfield, and Skokie of a 3.9-mile segment of the Skokie Valley Trail from the northernmost border of Northfield to the south side of Old Orchard Road. The 10-foot-wide multi-use trail is proposed to run along a discontinued Union Pacific Railroad line corridor and ComEd right-of-way. Baxter & Woodman also successfully assisted the Villages secure Invest in Cook County funding for Preliminary Phase I Engineering and TAP funding for Phase II engineering. When constructed, the proposed segment of Skokie Valley Trail will complete a gap in the regional trail network, providing an uninterrupted linear connection between Lake Bluff and Chicago.

The Phase I Report followed federal guidelines and was processed by and coordinated with IDOT's Bureau of Local Roads and Streets to ensure Phase II Engineering and construction costs are eligible for future federal grant opportunities.

Preliminary design included alternative analysis of multiple path layouts through the Village of Wilmette. Special attention was given to the proposed path crossing alternative at the Skokie River and at Lake Avenue to ensure the goals of the project, including bike/pedestrian safety and connectivity, were achieved in the most cost-effective manner. The approved Project Development Report included multiple path layouts to allow the Village the flexibility to stage construction of various alternatives as future funding is available.

Extensive coordination and meetings were included in Phase I Engineering, including multiple progress meetings with Villages, IDOT, Cook County, ComED, and Union Pacific Railroad. A public open house meeting was conducted to confirm a community-supported plan consistent with the project's vision and objectives. Right-of-Way and/or Easements acquisition needs were verified as part of the project.

When constructed, Skokie Valley Trail will provide a dedicated off-street route for bicyclists and pedestrians, minimizing their interaction with vehicular traffic and the likelihood and occurrence of pedestrian and bicycle-related crashes along and near the project area.

Services

- Phase II and III Engineering
- Coordination with IDOT
- Off-Street Path Improvements through Forest Preserves

Funding

Various

Completed

2015

Construction Cost

Kickapoo Trail - \$387K

Dunne Trail - \$243K

40 Acre Woods Underpass - \$99K

Dan Ryan Woods Trail - \$400K

North Branch Trail - \$82K

Sand Ridge Boardwalk - \$376K

District-Wide Trail Improvements

Forest Preserve District of Cook County, IL

Baxter & Woodman provided design and construction services for multiple trails in a diverse mix of environmentally sensitive Forest Preserves areas. The work included new trail construction at seven different locations throughout the County along with various engineering tasks as determined by the District. This project included trail crossing designs in accordance with Forest Preserve standards and AASTHO design guidelines.

Consideration of environmental impacts was at the forefront of these projects. Numerous regulatory agencies required permit approval, including Illinois Department of Natural Resources, Illinois Environmental Protection Agency, Illinois Department of Transportation, Army Corps of Engineers, various surrounding communities, and many others. The work included initial needs assessment, cost estimates, and improvement prioritization.

The path construction terrain included floodplain encroachment, several different types of wetlands, open prairies, dense forests, existing trail modifications, and forest reclamation areas. The project involved improvement of poor quality soils under the path, upgrading safety measures, analyzing known drainage deficiencies, minimizing impacts to known wetlands on the National Wetland Inventory, and meeting seasonal time constraints for construction.



Services

- Phase I, II, and III Engineering
- Coordination with IDOT
- Off-Street Shared Use Path
- Wetland Mitigation

Funding

CMAQ, ITEP

Completed

2019

Construction Cost

\$2M



Ridgefield Trace Shared Use Path

McHenry County Conservation District, IL

Baxter & Woodman assisted with Phase I/II design and Phase III construction engineering services for a \$2 million federally funded shared use path between the Cities of Crystal Lake and Woodstock. The path spans over nine miles and provides a connection with the Conservation District's 26-mile Prairie Trail and other trail networks.

The first segment is a two-mile trail section consisting of a bituminous concrete surface on an aggregate base with 2-foot earth shoulders, with site restoration and drainage modifications. The path crossed several wetland areas, roadways under various jurisdictions, railroad-roadway crossings, and is located immediately adjacent to several home sites and cemeteries. Consideration of the impact to these areas, and each trail crossing location, was critical and was evaluated in the Phase I report. Wetland mitigation and possible compensatory storage sites were determined. Required permits for the bike/pedestrian path construction were applied for during the Phase I process. Work included assessment of issues, budgeting, and segment prioritization.

Baxter & Woodman designed and coordinated construction of the second 1-mile segment with the Walkup Road improvements. The trail included installation of a Pedestrian Hybrid Signal at Walkup Road, and a pedestrian railroad crossing at Oak Street was later constructed in 2018. The third segment of the path opened in 2019 after installation of the pedestrian gates at the Union Pacific RR crossing.

Project activities were successfully coordinated with various public/private landowners and regulatory agencies, including the City of Crystal Lake, Crystal Lake Park District, McHenry County Division of Transportation, Commonwealth Edison, U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, and Illinois Department of Natural Resources.

The District has received \$860,000 in Congestion Mitigation and Air Quality funds and \$934,930 in Illinois Transportation Enhancement Program funds.

Services

- Coordination with Cook County DOTH and IDOT
- Phase I, II and III Engineering
- Road Diet with Bike Lanes
- Public Information Plan

Funding

STP

Completed

2015

Construction Cost

\$7.2M



Orchard Drive Roadway Improvements & Bicycle Accommodations

Park Forest, IL

Orchard Drive is a main thoroughfare within the Village of Park Forest that provides relief to motorists from delays along Western Avenue. The Village of Park Forest CBD, Village Aquatic Center, Public Library, Fire Training Center, Old Plank Trail, CN Railroad Overpass, and various residential and commercial stakeholders are located within the Orchard Drive improvements work zone.

The project extended between Sauk Trail to the south and US Route 30 (Lincoln Highway) to the north. The total length was approximately 2.2 miles. Improvements included HMA widening and resurfacing, curb and gutter installation, sidewalk repairs, storm sewer improvements, intersection improvements, bridge painting, retaining wall installation, street lighting, and traffic signal modifications at five intersections, including US Route 30.

Improvements consisted of both resurfacing and reconstruction, through a variety of typical sections, with the existing lane configuration being modified in order to provide the added safety of left turn lanes at intersections and driveways. On-street bicycle lanes were constructed between Lakewood Boulevard and Illinois Street to connect the Old Plank Trail bicycle route to Downtown Park Forest. Northbound dual left turn lanes were installed at Orchard Drive and US Route 30 to provide capacity improvements and reduce driver delay for Orchard Drive northbound left turn movements. Storm sewer improvements were made at locations where roadway flooding had been a problem.

Baxter & Woodman designed a project site construction sign to alert motorists and residents and provide information about this high visibility project in the downtown area. Baxter & Woodman's on-site resident engineer submitted weekly Twitter updates.

Services

- Coordination with Cook County DOT and IDOT
- Phase I, II, and III Engineering
- On-Street and Off-Street Trails

Funding

ITEP & Local

Completed

2017

Construction Cost

\$611,710



Howard Street Bike Path

Skokie, IL

Baxter & Woodman completed a concurrent Phase I/Phase II design and observed Phase III construction for an ITEP-funded bicycle trail extension to connect existing on-street lanes on Howard Street to the North Shore Channel Trail. The work included widening and re-striping to accommodate bike lanes with the existing two through lanes and parking lanes in a tree-lined urban residential block and installation of an off-street asphalt bike path in an open parkway along the fenceline of an MWRD treatment plant. The work also included providing a transition from the four-lane roadway section to the two-lane roadway section to reduce pedestrian/bike crossing distance.

Design aspects included minimizing impacts to trees in the residential block, maintaining parking and driveway access, coordinating relocation of utility poles and pedestals, obtaining permanent easement from MWRD to accommodate the path, re-striping crosswalk across McCormick Avenue (signalized State Route) to bike path width, consideration of stormwater BMPs to meet new Cook County stormwater ordinance requirements, maintaining existing PACE bus stops along the route, and coordinating improvements with the local School District.

One project challenge was the transition of on-street bike lanes to an off-street two-way bike path. The selected alternative involved a "protected intersection" where bikes travel inside the intersection corners protected by raised corner islands. The bikes then cross at designated crosswalks perpendicular to traffic to access the off-street path. A truck apron was provided on the islands to accommodate truck turns at the industrial intersection.

MWRD's safety concerns with the path crossing its busy driveways were addressed by providing non-standard signs and pavement markings, which were approved by IDOT since the proposed configuration was not addressed by the MUTCD.

Coordination with numerous agencies was required, including the MWRD administration for the right-of-way needs, MWRD permit division for stormwater permitting, IDOT, PACE, ComEd, Comcast, Nicor, AT&T, and local School District.

Services

- Phase II and III Engineering
- Coordination with IDOT
- Roadway Reconstruction
- Box Culvert Replacement
- Off-Street Multi-Use Trail

Funding

STP

Completed

2015

Construction Cost

\$7.2M



Maple Avenue Roadway Reconstruction & Multi-Use Path Installation

Carpentersville, IL

Baxter & Woodman prepared the Phase II design and provided Phase III construction observation services for improvements to Maple Avenue between Washington Street and L.W. Besinger Drive, approximately 6,900 feet (1.31 miles).

The improvements consisted of:

- Reconstruction of the roadway
- Installation of combination curb and gutter
- Sidewalk removal and replacement in the Old Town area
- Creation of a 10-foot wide multi-use recreational path
- Complete storm sewer system installation
- Installation of 5,400 feet of 16-inch water main (3,400 feet directionally drilled) and 1,200 feet of 6-inch to 12-inch water main
- Sanitary sewer lining and repairs
- Replacement of existing undersized box culvert with an 8-foot by 18-foot three-sided box culvert, including form liner and decorative staining of cast-in-place headwalls
- PCC pavement on section of project containing 10% grade for durability with truck traffic
- Decorative hot applied stamped crosswalk connecting recreational path and adjacent Carpenter Park
- Pedestrian Activated Crosswalk Warning System at decorative crosswalk
- Installation of LED street lighting system throughout project limits



Services

- Coordination with IDOT
- Roadway Reconstruction
- Multiple Jurisdictions
- Off-Street Shared Use Path

Funding

STP

Completed

2020

Construction Cost

\$7.8M

**Huntley Road Reconstruction & Shared Use Path Installation****West Dundee, IL**

The Huntley Road improvement project is located within the Villages of West Dundee and Carpentersville and unincorporated Kane County. The improvements included the reconstruction of Huntley Road from Sleepy Hollow Road to Elm Avenue.

From east of Sleepy Hollow Road to just west of Westley Lane, Huntley Road was widened to a 3-lane facility with a flush painted median, combination concrete curb and gutter, and storm sewer.

From just west of Westley Lane to Elm Avenue, Huntley Road was reconstructed to a 5-lane facility with a raised landscaped median, combination concrete curb and gutter, and storm sewer. The intersection of Huntley Road and Elm Avenue was reconstructed to tie into IDOT's intersection improvement of Huntley Road and IL 31.

An 8-foot shared-use path was provided on the south side of Huntley Road from Sleepy Hollow Road to Hamilton Drive. A 5-foot PCC sidewalk was constructed from Tartan Drive east to Harbor Drive. A 10-foot multi-use path was installed on the north side of Huntley Road from Tay River Drive to just east of Elm Avenue.

Decorative retaining walls were installed at various locations and two box culverts were extended to accommodate the roadway widening.

The existing traffic signals at the intersection of Huntley Road and Elm Avenue were upgraded/modernized.

Right-of-way plat of highways were developed for 16 parcels, and right-of-way appraisals and review appraisals were prepared for these parcels.

The project utilized STP funds and was processed through IDOT Local Roads.

Other Shared Use Path Projects:

- **Country Club Hills:** Community Park Improvements, Amphitheater Shared Use Path
- **DuPage County Division of Transportation:** Hobson Road/59th Street Bike Trail
- **Carpentersville:** Maple Avenue Improvements with Bike Path
- **Cary:** Silver Lake Road Bike Path
- **Elwood:** West End Park Redevelopment, Center Point Park Trail
- **Fox River Grove:** Foxmoor Park Trail
- **Frankfort:** Elsner Road Bike Path, Pfeiffer Road Bike Trail
- **Grayslake:** Center Street Bike Path/Pedestrian Bridge, Shorewood Road Bike Path, Carillon North Development Bike Path, Somerset to St. Gilbert's Bikeway and Bridge, Brae Loch to Sheffield Bike Path, Route 120 & Lake Street Bike Path
- **Gurnee:** Cemetery Road Shared Use Path
- **Huntley:** Ruth Road improvements with Path
- **Jackson:** Park & Ride Shared Use Path
- **Lakewood:** Huntley Road Bike Path
- **Lincolnshire:** IL Route 22 Bicycle Path, Riverwoods Road Bike Path Extension
- **Lombard:** Lagoon Park Bike Path
- **Mokena:** 104th Street Improvements with Bike Path
- **New Lenox:** Grand Prairie Bike Path Connection
- **Oak Forest:** Metra Station Shared Use Path, Bicycle Network Master Plan
- **Olympia Fields:** Kedzie Avenue/Olympia Way, 203rd Street Bikeway
- **Oswego:** Waubonsie Creek Shared Use Path
- **Paddock Lake:** 248th Avenue On-Street Bike Lanes
- **Park Forest:** Logan Park Pedestrian Path
- **Plainfield:** 127th Street/Van Dyke Improvements with Bike Path, Lockport Street Multi-Use Path
- **Richton Park:** Poplar Avenue Bike Path, Village Bike Trail
- **Round Lake:** Lincoln Avenue Footbridge/Bike Path
- **Shorewood:** US Route 52 Improvements with Path
- **Stillman Valley:** Bicycle/Pedestrian Path Master Plan
- **Vernon Hills:** Butterfield Road Bike Path Link
- **Wheeling:** Municipal/Park District Complex, Northgate Parkway Extension, Regional Greenway Corridor Bicycle Path
- **Williams Bay:** Bike Path Master Plan
- **Winthrop Harbor:** Village Park Pond Trail
- **Woodstock:** Merryman Fields Park and Trails



Cary, IL - Silver Lake Road Path



Frankfort, IL - Pfeiffer Road Trail



Grayslake, IL - Center Street Bike Path



Lombard, IL - Lagoon Park Path



Olympia Fields, IL - Kedzie Ave. Bikeway



McHenry County DOT - Walkup Rd. Path

PROPOSAL SUMMARY SHEET
McGinnis Slough Multi-Use Path
Phase I Preliminary Engineering

Business Name: Baxter & Woodman, Inc.
Street Address: 8430 W. Bryn Mawr Ave., Suite 400
City, State, Zip: Chicago, IL 60631
Contact Name: Jay Coleman, PE
Title: Project Manager
Phone: 815-444-3277 Fax: 773-444-0334
E-Mail address: jcoleman@baxterwoodman.com

Price Proposal

PROPOSAL TOTAL \$ 149,907

(Unit price for additional meetings, as needed:
\$1,000 per meeting)

AUTHORIZATION & SIGNATURE

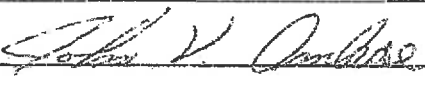
Name of Authorized Signee: John V. Ambrose
Signature of Authorized Signee: 
Title: President/CEO Date: May 5, 2021



EXHIBIT E

COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
Village of Orland Park	Cook	
Consultant (Firm) Name	Prepared By	Date
Baxter & Woodman, Inc.	Robert W. Lenzini	4/28/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	143.55%
START DATE	6/15/2021		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2022		% OF RAISE	2.00%
END DATE	6/14/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/15/2021	1/1/2022	7	58.33%
1	1/2/2022	6/1/2022	5	42.50%

The total escalation = 0.83%

BLR 05514 (Rev. 02/01/21)
Payroll Escalation

Local Public Agency**County****Section Number**

Village of Orland Park

Cook

MAXIMUM PAYROLL RATE**78.00****ESCALATION FACTOR****0.83%****PAYROLL RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Executive Vice President	\$78.00	\$78.00
Vice President	\$70.13	\$70.71
Engineer V	\$64.12	\$64.65
Engineer IV	\$53.18	\$53.62
Engineer III	\$43.90	\$44.27
Engineer II	\$35.49	\$35.79
Engineer I	\$30.60	\$30.86
Environmental Scientist V	\$55.19	\$55.65
Environmental Scientist IV	\$44.00	\$44.37
Engineer Tech V	\$50.41	\$50.83
Engineer Tech IV	\$42.64	\$43.00
Engineer Tech III	\$36.01	\$36.31
Engineer Tech I	\$22.25	\$22.44
Spatial Tech. Manager	\$55.79	\$56.25
Spatial Tech. Prof. III	\$37.90	\$38.22
Spatial Tech. Prof. II	\$31.00	\$31.26
Spatial Tech. Prof. I	\$24.82	\$25.03
Survey Manager	\$39.93	\$40.26
Project Surveyor	\$35.27	\$35.56
CADD Technician III	\$44.14	\$44.51
CADD Technician II	\$37.75	\$38.06
Administrative Support IV	\$32.60	\$32.87
Administrative Support III	\$28.54	\$28.78
Administrative Support I	\$19.88	\$20.05
Marketing Professional II	\$28.68	\$28.92

BLR 05514 (Rev. 02/01/21)

Payroll Rates

Village of Orland Park

Cook

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Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

Total	0.00	0.00
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Village of Orland Park

Cook

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

COMPLEXITY FACTOR 0

129,538

Page 4 of 7

BLR 05514 (Rev. 02/01/21)
Cost Estimate Worksheet

Local Public Agency

Village of Orland Park

County

Cook

Section Number

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Early Coordination and Data Collection			Topographic Survey			Accident Analysis			Alternatives and Preliminary Design			Drainage Analysis		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Executive Vice President	78.00	0.0																	
Vice President	70.71	10.0	0.80%	0.57															
Engineer V	64.65	20.0	1.60%	1.04															
Engineer IV	53.62	304.0	24.36%	13.06													60	42.86%	22.98
Engineer III	44.27	359.0	28.77%	12.73	6	100.00%	44.27	1	0.55%	0.24	8	66.67%	29.51	60	28.57%	12.65	40	28.57%	12.65
Engineer II	35.79	0.0																	
Engineer I	30.86	40.0	3.21%	0.99										40	19.05%	5.88			
Environmental Scientist V	55.65	6.0	0.48%	0.27															
Environmental Scientist IV	44.37	22.0	1.76%	0.78															
Engineer Tech V	50.83	0.0																	
Engineer Tech IV	43.00	0.0																	
Engineer Tech III	36.31	0.0																	
Engineer Tech I	22.44	177.0	14.18%	3.18				30	16.48%	3.70	4	33.33%	7.48	50	23.81%	5.34			
Spatial Tech. Manager	56.25	0.0																	
Spatial Tech. Prof. III	38.22	0.0																	
Spatial Tech. Prof. II	31.26	0.0																	
Spatial Tech. Prof. I	25.03	0.0																	
Survey Manager	40.26	1.0	0.08%	0.03				1	0.55%	0.22									
Project Surveyor	35.56	140.0	11.22%	3.99				140	76.92%	27.36									
CADD Technician III	44.51	165.0	13.22%	5.88				10	5.49%	2.45				60	28.57%	12.72	40	28.57%	12.72
CADD Technician II	38.06	0.0																	
Administrative Support IV	32.87	0.0																	
Administrative Support III	28.78	0.0																	
Administrative Support I	20.05	0.0																	
Marketing Professional II	28.92	4.0	0.32%	0.09															
		0.0																	
		0.0																	
TOTALS		1248.0	100%	\$42.62	6.0	100.00%	\$44.27	182.0	100%	\$33.96	12.0	100%	\$36.99	210.0	100%	\$36.58	140.0	100%	\$48.35

Village of Orland Park

Cook

Section Number

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 3

PAYROLL	AVG HOURLY RATES	Environmental Coordination & Permitting			Preliminary Environmental Site Assessment			Meetings and Public Involvement			Project Development Report			Funding Applications			Right-of-Way/Easement Verification		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00																		
Vice President	70.71																		
Engineer V	64.65							20	10.87%	7.03									
Engineer IV	53.62	16	10.26%	5.50				80	43.48%	23.31	8	8.16%	4.38	50	71.43%	38.30	40	50.00%	26.81
Engineer III	44.27	60	38.46%	17.03	40	86.96%	38.49	40	21.74%	9.62	80	81.63%	36.14				20	25.00%	11.07
Engineer II	35.79																		
Engineer I	30.86																		
Environmental Scientist V	55.85				6	13.04%	7.26												
Environmental Scientist IV	44.37	22	14.10%	6.26															
Engineer Tech V	50.83																		
Engineer Tech IV	43.00																		
Engineer Tech III	36.31																		
Engineer Tech I	22.44	18	11.54%	2.59				25	13.59%	3.05	10	10.20%	2.29	20	28.57%	6.41	20	25.00%	5.61
Spatial Tech. Manager	56.25																		
Spatial Tech. Prof. III	38.22																		
Spatial Tech. Prof. II	31.26																		
Spatial Tech. Prof. I	25.03																		
Survey Manager	40.26																		
Project Surveyor	35.56																		
CADD Technician III	44.51	40	25.64%	11.41				15	8.15%	3.63									
CADD Technician II	38.06																		
Administrative Support IV	32.87																		
Administrative Support III	28.78																		
Administrative Support I	20.05																		
Marketing Professional II	28.92							4	2.17%	0.63									
TOTALS		156.0	100%	\$42.78	46.0	100%	\$45.75	184.0	100%	\$47.27	98.0	100%	\$42.80	70.0	100%	\$44.71	80.0	100%	\$43.49

Village of Orland Park

Cook

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QA/QC			Manage Project														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	78.00																		
Vice President	70.71	10	50.00%	35.36															
Engineer V	64.65																		
Engineer IV	53.62	10	50.00%	26.81	40	90.91%	48.75												
Engineer III	44.27				4	9.09%	4.02												
Engineer II	35.79																		
Engineer I	30.86																		
Environmental Scientist V	55.65																		
Environmental Scientist IV	44.37																		
Engineer Tech V	50.83																		
Engineer Tech IV	43.00																		
Engineer Tech III	36.31																		
Engineer Tech I	22.44																		
Spatial Tech. Manager	56.25																		
Spatial Tech. Prof. III	38.22																		
Spatial Tech. Prof. II	31.26																		
Spatial Tech. Prof. I	25.03																		
Survey Manager	40.26																		
Project Surveyor	35.56																		
CADD Technician III	44.51																		
CADD Technician II	38.06																		
Administrative Support IV	32.87																		
Administrative Support III	28.78																		
Administrative Support I	20.05																		
Marketing Professional II	28.92																		
TOTALS		20.0	100%	\$62.17	44.0	100%	\$52.77	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: Baxter & Woodman, Inc.
(Enter Name of Business Organization)

1. ORGANIZATION Village of Glenview
ADDRESS 2500 East Lake Avenue, Glenview, IL 60026
PHONE NUMBER 847-904-4414
CONTACT PERSON Adriana Webb, Engineering Division Manager
YEAR OF PROJECT Skokie Valley Trail, 2019

2. ORGANIZATION Forest Preserve District of Cook County
ADDRESS 536 N. Harlem Ave., River Forest, IL 60305
PHONE NUMBER 708-771-1357
CONTACT PERSON Adnan Nammari, Chief Construction Engineer
YEAR OF PROJECT District-wide Trail Improvements, 2015

3. ORGANIZATION McHenry County Conservation District
ADDRESS 18410 US Highway 14, Woodstock, IL 60098
PHONE NUMBER 815-338-6223
CONTACT PERSON Amy Peters, Planning Manager
YEAR OF PROJECT Ridgefield Trace Shared Use Path, 2019

 ORLAND PARK
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

Workers' Compensation – Statutory Limits

Employers' Liability

\$1,000,000 – Each Accident \$1,000,000 – Policy Limit

\$1,000,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Primary Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date & Deductible

EXCESS PROFESSIONAL LIABILITY (Umbrella-Follow Form Policy)

\$1,000,000 – Each Occurrence

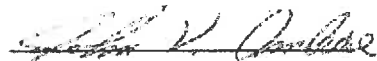
\$1,000,000 – Aggregate

EXCESS MUST COVER: Professional liability

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and assigns as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverages. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement, however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Nicole Merced, Purchasing Coordinator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 5th DAY OF May, 20 21


Signature

Authorized to execute agreements for:

John V. Ambrose, President/CEO Baxter & Woodman, Inc.
Printed Name & Title Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2020

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 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 Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	CONTACT NAME: PHONE (A/C No. Ext): (847) 412-1414 FAX (A/C No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Ins Co NAIC # 20508 INSURER B: Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:
INSURED Baxter & Woodman, Inc. 8678 Ridgefield Road Crystal Lake IL 60012	

COVERAGES**CERTIFICATE NUMBER:** CL20122188443**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ primary/non contributory ☒ subj to written contract GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6045872351	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPO AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS		6045872348	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		6045872365	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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/A		6045872379	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEH591900841	1/1/2021	1/1/2022	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Re: All projects of the named insured subject to policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

Baxter & Woodman, Inc. 8678 Ridgefield Rd. Crystal Lake, IL 60012	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 Michael Christian/CID <i>M.C. Christian</i>
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ACORD 25 (2014/01)

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INS025 (201401)

June 14, 2021

Mr. Khurshid Hoda, CPP
Director, Engineering Programs and Services
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

***Subject: Village of Orland Park - McGinnis Slough Multi-Use Path
Phase I Preliminary Engineering***

Dear Mr. Hoda:

Baxter & Woodman, Inc. submitted a proposed scope and fee to prepare the Phase I Project Development Report (PDR) for McGinnis Slough Multi-Use Path dated May 6, 2021. Our scope of services assumes the National Environmental Policy Act (NEPA) processing for the project will be Categorical Exclusion Group II (CE II). Note that this processing method is not determined until all environmental clearances are granted and the Federal Highway Association approves the scope of the project and any required variances. Typically this determination occurs after the preliminary concept design is complete.

We are committed to completing the provided scope of services for our not to exceed fee with the following qualifications:

1. Phase I PDR includes identification of any required right-of-way, but acquisition of required parcels will not occur until Phase II.
2. Structural detailed design (bridge / retaining walls) is not included in Phase I.
3. Multi-use path alignment shall remain within the ComEd right-of-way.
4. CE II NEPA processing is included in Phase I.

Baxter & Woodman, Inc. will prepare the documents necessary to obtain CE II Phase I approval on behalf of the Village without any recourse for an Engineering Supplement.

We appreciate the opportunity to serve the Village on this important project, please call if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS


Dennis Dabros, P.E.
Vice President

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

The undersigned John V. Ambrose, as President/CEO
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Baxter & Woodman, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [x] No []

Federal Employer I.D.#: 36-2845242
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☐ LLC
☒ Corporation Illinois November 20, 1975
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes [x] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and 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) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes ☒ No ☐

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes ☒ No ☐

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

John V. Ambrose, P.E.

Name of Authorized Officer

President/CEO

Title

August 5, 2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/6/2021

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 Holmes Murphy Associates/CSDZ, LLC 225 South 6th Street Suite 1900 Minneapolis MN 55402	CONTACT NAME: Diane O'Leary PHONE (A/C, No, Ext): 612 349 2495 E-MAIL ADDRESS: doleary@csdz.com FAX (A/C, No):
INSURED Baxter & Woodman, Inc 8678 Ridgfield Road Crystal Lake, IL 60012	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: The Continental Insurance Company INSURER C: Continental Casualty Company INSURER D: INSURER E: INSURER F:
	NAIC # 20508 35289 20443

COVERAGES **CERTIFICATE NUMBER:** 1017792845 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	6045872351	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	6045872348	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$ 10,000	Y	Y	6045872365	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC645872379	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability and Pollution Liability claims-made coverage	Y		AEH591900841	1/1/2021	1/1/2022	each claim aggregate \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: McGinnis Slough Multi-Use Path, Phase 1 Preliminary Engineering (Bid #210929.10)

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability and Workers Compensation applies in favor of: The Village of Orland See Attached...

CERTIFICATE HOLDER

Village of Orland Park 14700 South Ravinia Avenue Orland Park IL 60462	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 <i>Paula A Dixon</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Holmes Murphy Associates/CSDZ, LLC		NAMED INSURED Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake, IL 60012
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

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

Park, and their respective officers, trustees, directors, officials, employees, agents, representatives and Others as required by written contract.

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date, 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder.

**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**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 10

Effective Date: 01/01/2021



**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

VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 10

Effective Date: 01/01/2021

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
 - (2) was executed prior to:
 - (a) the **bodily injury** or **property damage**; or
 - (b) the offense that caused the **personal and advertising injury**,for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

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

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury, property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



Architects, Engineers and Surveyors General Liability Extension Endorsement

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

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

- A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

- B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
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This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i. add the following definitions:**

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;



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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.



**Architects, Engineers and Surveyors General Liability
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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

- 6.** Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



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A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

- 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

- C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





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This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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.



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

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 Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 45872379

Policy Effective Date: 01/01/2021

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