



**The Village of Orland Park  
RFP #21-056  
Doctor Marsh Parking Lot and  
Nature Trail Design/Build**

**October 29, 2021**

**Submitted by:**



October 29, 2021

Mr. Patrick R. O'Sullivan  
Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

**Subject: Village of Orland Park - Doctor Marsh Parking Lot and Nature Trail Design/Build**

Dear Mr. O'Sullivan:

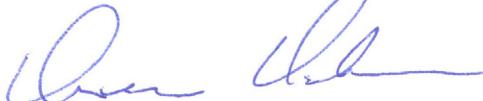
The Village of Orland Park is looking for a qualified firm to Design-Build the Doctor Marsh Parking Lot and Nature Trail. Baxter & Woodman Natural Resources has completed similar nature trail and bridge projects. Our strong understanding of your project goals will result in sustainable solutions that balance costs with impacts to the environment and community. Our team is best qualified to serve you in this role due to our:

- **Familiarity With Your Standards** - As a Baxter & Woodman company, our team has familiarity with the standards and requirements of the Village of Orland Park through our experience on other Village projects. We know what your needs are and we are ready to help you to achieve your vision.
- **Expert Professionals** - Our in-house team is supported by the engineers and professional Natural Resources Specialists that make up Baxter & Woodman Natural Resources, LLC. We are uniquely qualified to assist in the assessment, design, construction, and maintenance of your nature trail and parking lot.
- **Established Regulatory Agency Relationships** - Staff from various County, State, and Federal agencies - including the Army Corps of Engineers, Illinois Department of Natural Resources, County Soil & Water Conservation Districts, and more - are familiar with the high quality of our work and often rely on our engineers to provide input and feedback on programs and requirements.

If you have any questions or need additional information regarding our qualifications, please contact Project Manager Coilin McConnel at [cmcconnell@baxterwoodman.com](mailto:cmcconnell@baxterwoodman.com). We look forward to working together with the Village to successfully complete the Doctor Marsh Parking Lot and Nature Trail Project.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Dennis Dabros, PE  
Client Liaison

## **The Village of Orland Park**

RFP #21-056 Doctor Marsh Parking Lot and Nature Trail • 212140.10

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# Experience

## Project Understanding

As part of the design/build process, construction and obstacles need to be considered prior to design. While visiting the site we observed significant Engineering and Construction challenges that will need to be addressed as the project moves forward. We identified wetland areas along the route that will need to be worked with and impacted as minimally as possible. There is also a heavily brush area that will need to be cleared for the work to be done. Additionally, the bridge location will need to be studied to determine a flood elevation of the deck for permitting.



View of the creek facing south from the large pond.

The first task is to remove the invasive wetland grasses out of the wet areas west of the parking lot location. We will start this winter and mow the material within the project work area. Next spring the area will be herbicided to keep the material down for the construction phase. We will also need to remove brush material within the upland areas on either side of the bridge and walkway. This brush will be removed and the stumps will be herbicided within 10 feet of the path on the north and south side. If the stumps fall within the path itself, then they will be removed.

Next the base for the parking lot will be constructed for a site work area. Silt fence will be installed along the perimeter of the work area and mats will be placed across wetland areas for minimal disturbance. The board walk will be worked on west of the parking lot. We will design a boardwalk with Diamond Piers as the foundation. Diamond Piers have only 2 cubic yards of disturbance and will keep the impact within the wetland areas to a minimum. We recommend installing a wood deck for both economic and maintenance reasons.

Next, we will construct the aggregate patch which leads up to the bridge and on the west side to an open area for the potential gazebo or sitting area to watch wildlife. The bridge we'd have the Village consider is a 35 foot long and 8 foot wide pedestrian bridge constructed by ConTech. A one piece bridge is the best solution and most economical for this situation. This will be placed by a track excavator. The concrete abutments will be mixed onsite at the bridge location. We don't envision a concrete truck at the bridge location.



The upland brush area that will need to be cleared for the aggregate path.

Once the path and bridge work are completed, the parking lot will be finished as the final task. The mats and silt fence will be removed and the native seed and blanket will be installed along the aggregate portion of the path. This allows us to avoid fixing the parking lot throughout the project.

## References

### **Village of Algonquin**

110 Meyer Drive Algonquin, IL 60102  
Timothy Schloneger  
847-658-2754

### **Village of Lake Zurich**

505 Telser Road Lake Zurich, IL 60047  
847-540-1696  
Michael Brown

### **Bull Valley Riding Club, Inc.**

PO Box 1852 Woodstock, IL 60098  
Patrick Skvoretz  
boardofdirectors@bullvalleyridingclub.org

The strength of Baxter & Woodman is our people and our purpose. Building community value with every project we do is the force that drives us, and our fundamental core values are the principles we live by.



**Integrity.** Act with honesty, integrity, and respect to all



**Involvement.** Promote a passion for environmental stewardship and community involvement.



**Success.** Strive for success for both our clients and Baxter & Woodman



**Ingenuity.** Foster a work environment that promotes creativity and ingenuity



**Service.** Deliver superior client service



**Growth.** Encourage continued learning and growth in our profession

## Similar Projects



### Randall Road Wetland Enhancement

#### Village of Algonquin, IL

The project consisted of constructing an earthen berm, creek restoration, installation of pedestrian bridge, and restoration of native wetland area. We started by clearing brush along the creek corridor and mowing invasive species to get ready for the construction work. Then we restored the slopes of the creek that flowed under Stonegate Road in Algonquin by stabilizing the stream banks and installing rock armor within the curves and cross vanes within the bed of the creek. We sloped back the bank and restored with native seed for stability. After the creek work was finished, we installed a control structure in line with the creek to create the ability to slow the creek and back it up for restoration maintenance.

BWNR installed a large rock spillway that drains into the existing creek over the control structure, then a one piece bridge mounted on two abutments at the north and south ends of the bridge over the spillway. A gravel path was installed leading to both ends of

the bridge with 2 foot retaining walls for the grade change from the bridge deck to the new trail grade. The remaining work involves maintenance within the wetland area including prescribe burning the wetland area, mowing and herbiciding existing invasive species, and over seeding with native seed. We will be completing the next five years of maintenance on the 20 Acre wetland area and newly restored creek slopes.



**Completed**

2012



**Relevant Services**

Bridge Extension  
Diamond Piers Foundation  
Trail and Slope Restoration



Installed Diamond Pier

## Bull Valley Riding Club Bridge

### Bull Valley, IL

This bridge was constructed to extend the riding club trail without exposing the horses to the public roadway. We were contracted to design and build a bridge that could take the weight of horses, but also to have minimal impact on the surrounding creek bed and side slopes. This bridge took about 3 weeks to construct on site. Materials were hauled down to the location on a trailer hooked up to an ATV and constructed at the location for minimal impact to the existing trail system.

Diamond Piers were installed for the foundation at this location because of the strong stability and low impact to the wetland and floodplain areas. An I-Beam was installed on the Diamond Piers, and the wood deck was then mounted to the top of the I-Beam. We added the railing and ramps to help guide the horses up and over the creek. This was completed with pre-treated wood to prevent rot and keep maintenance down. Lastly, the side slopes and trail were restored to existing conditions.

**Completed**

2020



**Relevant Services**

Phased Implementation  
Erosion Control  
Native Seeding



## Kildeer Creek Streambank Stabilization

### Lake Zurich, IL

The project consisted of clearing, grading, and reshaping 2,000 linear feet of shoreline of Kildeer Creek in Lake Zurich. This included stone armoring of the shoreline, placement of erosion control blanket, installation of temporary erosion control devices during construction, and natively seeding the creek corridor.

Part of this project included re-direction of the creek and moving it north 40'. This created a gentler slope to the creek and then using gabion baskets with armament to stabilize the outside bank for high flowing conditions.

This project took three and a half month's working within the creek corridor and diverting the water around the construction area when needed. The phasing was coordinated so that the only areas unprotected remaining were being graded and then immediately protected with seed and erosion control blanket. This project was phased to complete restoration within 300 foot sections moving down the corridor.

# Operating History

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Illinois, Wisconsin, Florida and Texas. Dedicated to promoting a sustainable future, our staff of more than 300 talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried and true processes.

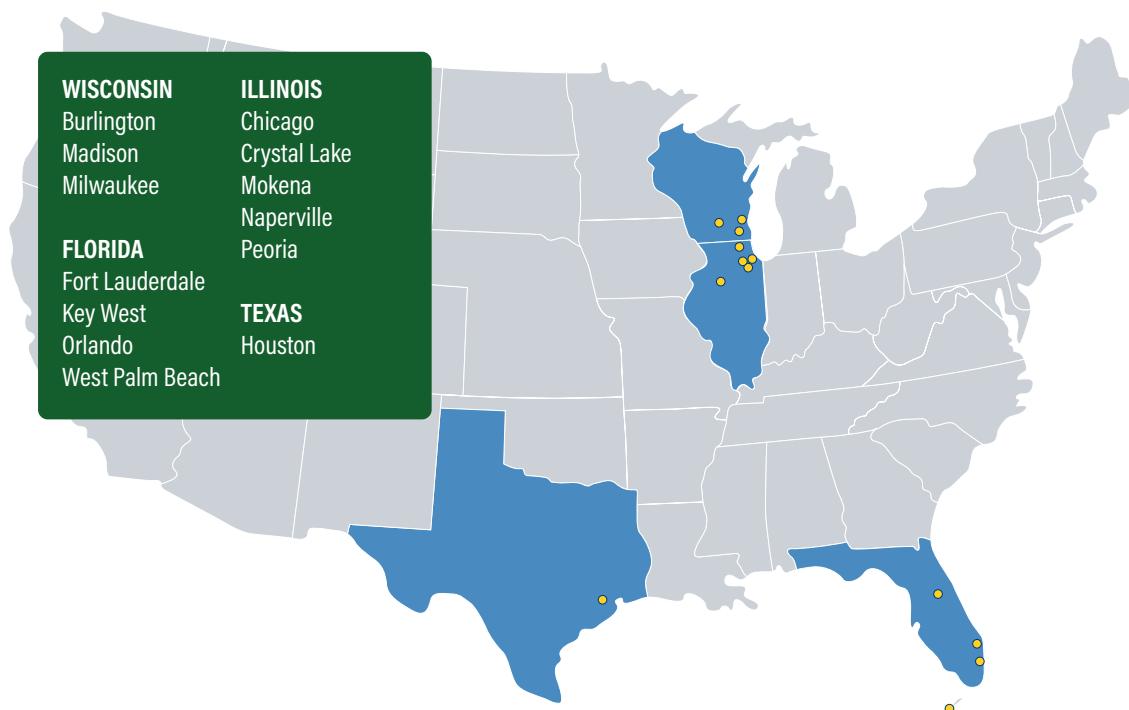
Baxter & Woodman Natural Resources, LLC (BWRN) has extensive experience working within naturalized detention basins, wetland mitigation areas, rain gardens, forest preserves, public park areas, and other native landscaping areas. Whether an existing natural space needs restoration, a new corporate campus is trying to establish a sustainable landscape, or a homeowners' association is looking to manage community resources, we have expert sustainable solutions for every project.

## Regional Offices

Baxter & Woodman's 13 regional offices provides our clients with local presence and responsive service. Our team offers services that stretch well beyond typical engineering consulting. We are committed to building community value with each and every project we complete.

### Baxter & Woodman celebrates 75 years in business!

In 2021, Baxter & Woodman, Inc. celebrates their 75th year in business, upholding the founder's legacy of growing the business and providing superior personal service while building community value.



## Services Overview

Baxter & Woodman

# Natural Resources



Baxter & Woodman Natural Resources, LLC (BWNR) has extensive experience providing native and drainage construction, and working within naturalized detention basins, wetland mitigation areas, rain gardens, forest preserves, public park areas, and other native landscaping areas. Whether an existing natural space needs restoration, a new corporate campus is trying to establish a sustainable landscape, or a homeowners' association is looking to manage community resources, we have expert sustainable solutions for every project.

### SERVICES:

- Consultation on Natural Resource or Ecological Projects
- Wetland Delineations
- Maintenance Plans
- Ecological Assessments
- Maintenance Contracts
  - Prescribed burns
  - Brush cutting
  - Herbicide application
  - Weeding
  - Planting/seeding
  - Minor Erosion Control and Sediment Control
- Construction Services



Baxter & Woodman  
**Natural Resources**

*Balancing nature and growth to promote a healthy environment.*

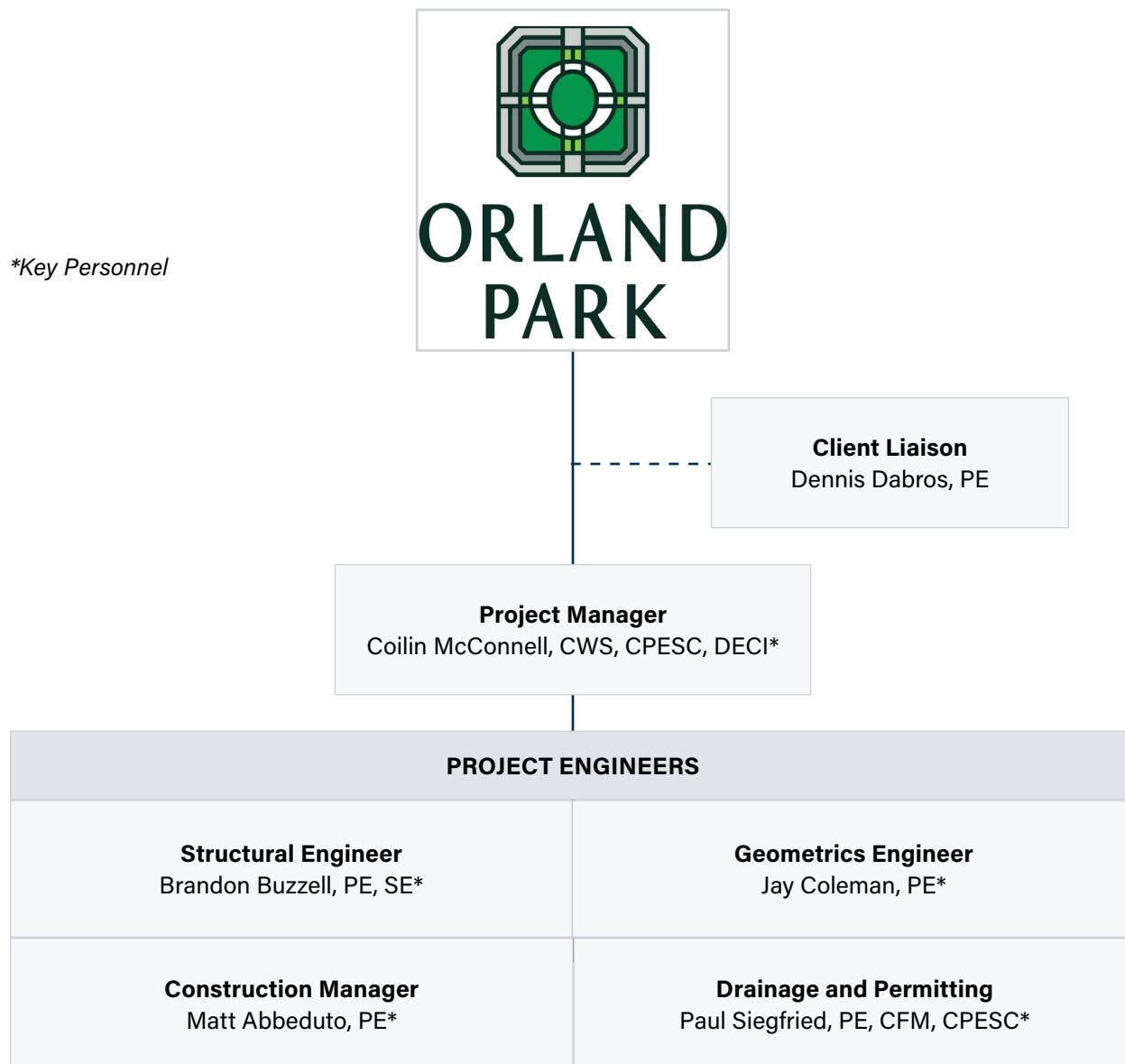
[www.baxterwoodman.com](http://www.baxterwoodman.com)

# Qualifications

## Organizational Chart

The success of this project depends on our ability to collaborate with your staff and address your project goals. The Village of Orland Park will receive the benefits of a comprehensive, well-coordinated team that has worked together on similar projects. Full resumes are included in Appendix A.

*\*Key Personnel*



## Key Project Personnel

### **Coilin McConnell, CWS, CPESC, DECI**

#### **Project Manager**

Coilin is the Natural Resource Manager at Baxter & Woodman Natural Resources, LLC. Coilin has over 23 years of experience in environmental assessments and monitoring, wetland delineations, restoration design, stormwater pollution prevention plans, and prescribed burns. He has implemented a variety of sustainable solutions, such as porous pavers, native plantings, bioswales, rain gardens, and wet bottom detention basins. His expertise in erosion control and soil stabilization encompasses traditional methods, such as silt fencing and erosion control blankets, as well as geowebbing and geogrid paths. Coilin works closely with various regulatory agencies, including the Army Corps of Engineers and both the Illinois and Wisconsin Department of Natural Resources, on many projects.



Project Manager  
Coilin McConnell, CWS,  
CPESC, DECI

### **Brandon Buzzell, PE, SE**

#### **Structural Engineer**

Brandon has a wealth of experience in the transportation and structural engineering fields, primarily performing bridge design work for IDOT. He has served as both Project Engineer and Project Manager, and has developed a reputation as a producer of high-quality bridge plans. Brandon is both a National Bridge Inspection Standards (NBIS) Certified Program Manager and Team Leader, and currently serves as Program Manager for multiple cities.

Brandon has completed bridge rehabilitations and replacements for many local municipalities, including Prairie Grove, IL, Glenview, IL, Wheeling, IL, Bull Valley, IL, Kirkland, IL, DeKalb County Highway Department, IL, and Kane County Division of Transportation, IL.



Structural Engineer  
Brandon Buzzell, PE, SE

## Proven Bridge Experience

Safety and function are top priority for our bridge designs. Our bridge engineers specialize in bridge design, maintenance, rehabilitation, inspection and upgrades. We have a proven record of identifying and assisting communities in securing Highway Bridge Program funding for bridge improvement projects. Our bridge inspectors are IDOT qualified Program Managers as well as IL Licensed Structural Engineers with the technical skills needed to perform additional services for structurally deficient and/or functionally obsolete bridges immediately – onsite.

**Matt Abbeduto, PE****Construction Manager**

Matt's project management and resident engineering experience spans federal and municipal funded urban/rural roadway and bridge construction/rehabilitation projects. He also is experienced in the installation of traffic signals and street lighting, as well as in site development. Matt is knowledgeable of Illinois Department of Transportation policies and procedures for construction inspection, material inspection, contract administration, and project documentation. He is well versed in coordinating with contractors, utility companies, construction/project managers, engineers, and owners to resolve project conflicts, minimize delays, maximize cost savings, and facilitate project completion. With a thorough understanding of the importance of communication, Matt strives to keep clients and affiliated project parties updated on construction status and correspondence.



Construction Liaison  
Matt Abbeduto, PE

**Jay Coleman, PE****Geometrics Engineer**

Jay joined Baxter & Woodman in 2015 with extensive experience in Phase I studies, Phase II design, and Phase III construction services. He has over 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. Additionally, he continuously works the agencies involved in the review and permitting of transportation projects, and is experienced in adherence to the requirements of those agencies.



Geometrics Engineer  
Jay Coleman, PE

**Paul Siegfried, PE, CFM, CPESC****Drainage and Permitting**

Paul has over 14 years of experience in the field of water resources engineering, focused on stormwater design and floodplain management. He works closely with municipalities to identify, plan, and implement stormwater improvement projects that will best serve their communities. Paul's 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.



Drainage and Permitting  
Paul Siegfried, PE, CFM,  
CPESC

# Cost Proposal

## Design Cost Proposal

Project	Envs	PE	PE	PE	PE	WS	PE	PLS	SURV	CAD	GIS	ADMIN	QC	Total Hours	Task Totals
TASK															
<b>1 Project Coordination</b>														<b>38</b>	<b>\$ 5,430</b>
a Project Management	20	2										2		24	\$ 3,290
b Project meetings															
Kick-Off Meeting (1)	5	2												7	\$ 1,070
Final Meetings (1)	5	2												7	\$ 1,070
<b>2 Initial Data Collection</b>														<b>134</b>	<b>\$ 10,150</b>
a Collect Existing Files			2											2	\$ 300
b Topographic Survey								80		6				86	\$ 9,510
c Utility Locates										4				4	\$ 340
d Wetland Delineation & Fieldwork	2					40								42	\$ 3,280
<b>3 Improvement Options Analysis</b>														<b>212</b>	<b>\$ 33,190</b>
a Existing Conditions Grading			4							4				8	\$ 940
b Alternatives Analysis		2	6							4				12	\$ 1,610
c Preliminary Design Exhibits	10		8	108						16			5	147	\$ 24,640
d Preliminary EOPC	20		6											26	\$ 3,700
e Summary Memorandum	10		4									5		19	\$ 2,300
f Response to Owner Comments	10		4							4		5		23	\$ 2,640
g Hydraulic Study						30		92						122	\$ 21,190
Total Hours =	82	8	34	108	30	40	92	80	0	38	0	12	5	529	
Total Fee =	\$ 11,480	\$ 1,480	\$ 5,100	\$ 19,980	\$ 5,550	\$ 3,000	\$ 15,640	\$ 9,000	\$ -	\$ 3,230	\$ -	\$ 720	\$ 700	<b>\$ 75,880</b>	
Total Reimbursables =															\$ 640
Estimated Reimbursable Expenses:														<b>Total</b>	<b>\$ 76,600</b>

## Build Cost Proposal

#	Description	Unit	Quantity	Unit \$	Amount
1	Earth Excavation	CY	615	\$ 8.00	\$ 4,920.00
2	Temporary Access Road	Lump	1	\$ 12,000.00	\$ 12,000.00
4	Filter Fabric	SY	300	\$ 2.50	\$ 750.00
5	Mobilization	Lump	1	\$ 10,000.00	\$ 10,000.00
6	Traffic Control & Protection	Lump	1	\$ 5,000.00	\$ 5,000.00
7	Stabilized Construction Entrance	Lump	1	\$ 3,500.00	\$ 3,500.00
8	Construction Layout	Lump	1	\$ 5,000.00	\$ 5,000.00
9	Erosion Control Blanket - S75BN	SY	1500	\$ 3.50	\$ 5,250.00
10	Silt Fence	LF	2900	\$ 2.50	\$ 7,250.00
11	Temporary Fencing	LF	200	\$ 3.50	\$ 700.00
12	Temporary cofferdams and dewatering	Lump	1	\$ 5,000.00	\$ 5,000.00
13	Topsoil Strip/Stockpile/Respread	Lump	1	\$ 17,000.00	\$ 17,000.00
16	Tree/Shrub Removal	Acre	1	\$ 10,000.00	\$ 10,000.00
17	Herbicing (2x) Preparation for Seeding	Acre	0.5	\$ 5,000.00	\$ 2,500.00
20	Emergent/Wet Prairie Seeding	Acre	0.5	\$ 6,000.00	\$ 3,000.00
22	Structure Excavation - End Walls	Lump	1	\$ 12,000.00	\$ 12,000.00
23	Concrete Structures	CY	8	\$ 2,000.00	\$ 16,000.00
24	Reinforcement Bars, Epoxy Coated	Pound	1410	\$ 3.75	\$ 5,287.50
25	Helical Piles	LF	80	\$ 150.00	\$ 12,000.00
26	Driving Piles	LF	80	\$ 65.00	\$ 5,200.00
28	Geocomposite Wall Drain	SY	15	\$ 160.00	\$ 2,400.00
29	Pedestrian Truss Superstructure	LF	38	\$ 1,100.00	\$ 41,800.00
30	Pipe underdrain for structure, 4"	LF	180	\$ 28.00	\$ 5,040.00
31	Aggregate Path, 5"	CY	74	\$ 375.00	\$ 27,777.78
32	Soil Corings	Lump	1	\$ 4,500.00	\$ 4,500.00
33	Bollard	Each	1	\$ 800.00	\$ 800.00
34	Boardwalk - Lumber	LF	300	\$ 110.00	\$ 33,000.00
35	Boardwalk - Diamond Piers	LF	300	\$ 200.00	\$ 60,000.00
37	Parking Lot & Driveway - Gravel	CY	407.41	\$ 70.00	\$ 28,518.52
<b>Total</b>					<b>\$ 346,193.80</b>

#	Description	Unit	Quantity	Unit \$	Amount
A-1	Alternate Option - Parking Lot & Driveway Asphalt	Lump	1	\$ 40,000.00	\$ 40,000.00

# Technical Proposal Documents

**PROPOSAL SUMMARY SHEET**  
**RFP #21-056**

## Price Proposal

**PROPOSAL TOTAL** \$ 422,793.80

Alternate - Parking Lot & Driveway Asphalt \$40,000

### **AUTHORIZATION & SIGNATURE**

Name of Authorized Signee: John V. Ambrose, P.E.  
Signature of Authorized Signee:   
Title: **President** Date: **October 28, 2021**

 ORLAND PARK  
CERTIFICATE OF COMPLIANCE

The undersigned John V. Ambrose, P.E., as President  
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)  
and on behalf of Baxter & Woodman Natural Resources, LLC, certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

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

Federal Employer I.D.#: 84-3693311

(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

*(State of Incorporation)*

*(Date of Incorporation)*

**2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes  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 HARASSMENT POLICY: Yes  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) **PREVAILING WAGE COMPLIANCE:** Yes  No

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

6) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes  No

Contractor participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: \_\_\_\_\_

Brief Description of Program: \_\_\_\_\_

7) **TAX CERTIFICATION:** Yes  No

Contractor 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.

**8) 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

Title

October 28, 2021

Date

## REFERENCES

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

**Bidder's Name:** Baxter & Woodman Natural Resources LLC  
*(Enter Name of Business Organization)*

1. ORGANIZATION	<b>Village of Algonquin</b>
ADDRESS	<u>110 Meyer Drive Algonquin, IL 60102</u>
PHONE NUMBER	<u>847-658-2754</u>
CONTACT PERSON	<u>Timothy Schloneger</u>
YEAR OF PROJECT	<u>Current</u>
2. ORGANIZATION	<b>Village of Lake Zurich</b>
ADDRESS	<u>505 Telser Road Lake Zurich, IL 60047</u>
PHONE NUMBER	<u>847-540-1696</u>
CONTACT PERSON	<u>Michael Brown</u>
YEAR OF PROJECT	<u>2020</u>
3. ORGANIZATION	<b>Bull Valley Riding Club, Inc.</b>
ADDRESS	<u>PO Box 1852 Woodstock, IL 60098</u>
PHONE NUMBER	<u>boardofdirectors@bullvalleyridingclub.org</u>
CONTACT PERSON	<u>Patrick Skvoretz</u>
YEAR OF PROJECT	<u>2012</u>



Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. 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. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 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 ON 10/28/2021



Signature

John V. Ambrose

Printed Name

President/CEO

Title

Authorized to execute agreements for:

Baxter & Woodman Natural Resources

Name of Company

*Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.*



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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).

<b>PRODUCER</b> Holmes Murphy Associates/CSDZ, LLC 225 South 6th Street Suite 1900 Minneapolis MN 55402	<b>CONTACT NAME:</b> Diane O'Leary	<b>FAX (A/C, No):</b> 612 349 2495
	<b>PHONE (A/C, No, Ext):</b> 612 349 2495	
<b>INSURED</b> Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake IL 60012-2714	<b>E-MAIL ADDRESS:</b> doleary@csdz.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Valley Forge Insurance Company	<b>NAIC #</b> 20508
	<b>INSURER B:</b> The Continental Insurance Company	35289
	<b>INSURER C:</b> Continental Casualty Company	20443
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

---

## COVERAGES

**CERTIFICATE NUMBER:** 962656392

---

**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.

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY TPA CLAIMS.																							
INSR LTR	TYPE OF INSURANCE			ADD'L INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS													
A	COMMERCIAL GENERAL LIABILITY			Y	Y	6045872351		1/1/2021	1/1/2022	EACH OCCURRENCE			\$ 1,000,000										
	CLAIMS-MADE									DAMAGE TO RENTED PREMISES (Ea occurrence)			\$ 1,000,000										
										MED EXP (Any one person)			\$ 15,000										
										PERSONAL & ADV INJURY			\$ 1,000,000										
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE			\$ 2,000,000										
	POLICY									PRODUCTS - COMP/OP AGG			\$ 2,000,000										
	PROJECT									OTHER:			\$										
B	AUTOMOBILE LIABILITY			Y	Y	6045872348		1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)			\$ 1,000,000										
	ANY AUTO									BODILY INJURY (Per person)			\$										
	OWNED AUTOS ONLY									BODILY INJURY (Per accident)			\$										
	HIRED AUTOS ONLY									PROPERTY DAMAGE (Per accident)			\$										
													\$										
B	UMBRELLA LIAB		X	OCCUR		Y	Y	6045872365		1/1/2021	1/1/2022	EACH OCCURRENCE			\$ 10,000,000								
	EXCESS LIAB			CLAIMS-MADE								AGGREGATE			\$ 10,000,000								
	DED	X	RETENTION \$ 10,000													\$							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N N	N / A	WC645872379		1/1/2021	1/1/2022	X	PER STATUTE	OTHE- R											
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?									E.L. EACH ACCIDENT			\$ 1,000,000										
	(Mandatory in NH)									E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000										
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - POLICY LIMIT			\$ 1,000,000										
	Professional Liability and Pollution Liability claims-made coverage									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)**  
All Work Performed

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

## CANCELLATION

Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park IL 60462

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**

ACORD 25 (2016/03)

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**AGENCY CUSTOMER ID:** BAXWOOPC  
**LOC #:**

## **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Holmes Murphy Associates/CSDZ, LLC	NAMED INSURED Baxter & Woodman, Inc 8678 Ridgefield Road Crystal Lake IL 60012-2714	
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.



## CNA PARAMOUNT

### 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

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## CNA PARAMOUNT

### 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)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 10

Effective Date: 01/01/2021

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CNA PARAMOUNT

**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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7. Broad Named Insured
8. Contractual Liability – Railroads
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

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Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021



**CNA PARAMOUNT**

**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:

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021



CNA PARAMOUNT

**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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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

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Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021

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**CNA PARAMOUNT**

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

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 display, 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**;



CNA PARAMOUNT

## Architects, Engineers and Surveyors General Liability Extension Endorsement

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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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021

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**CNA PARAMOUNT**

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

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** you 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

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**B.** Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

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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**b. Excess Insurance**

(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.

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**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

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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**17. MEDICAL PAYMENTS**

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:

CNA74858XX (1-15)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021



CNA PARAMOUNT

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

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.

0020006160458723510765



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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

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Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021



**CNA PARAMOUNT**

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

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.

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VALLEY FORGE INSURANCE COMPANY

Insured Name: BAXTER & WOODMAN, INC

Policy No: 6045872351

Endorsement No: 6

Effective Date: 01/01/2021

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**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

Policy Page: 49 of 82

# Appendix A: Resumes

## Coilin P. McConnell, CWS, CPESC, DECI

Project Manager



### EDUCATION

B.S., Environmental Science,  
Simpson College, 1998

Certification of Surveying and  
Engineering, Southern Illinois  
University, 2003

Joined Firm in 2019

Years of Experience: 23

### REGISTRATIONS

Certified Professional in  
Erosion and Sediment Control

### CERTIFICATIONS

Certified Designated Erosion  
Control Inspector, Lake County  
Stormwater Management  
Commission

Certified Wetland Specialist,  
McHenry County

Certified Wetland Specialist,  
Lake County

### ASSOCIATIONS

Illinois Soil Classifiers  
Association

Coilin joined Baxter & Woodman with extensive experience in environmental assessments and monitoring, wetland delineations, restoration design, stormwater pollution prevention plans, and prescribed burns. He has implemented a variety of sustainable solutions, such as porous pavers, native plantings, bioswales, rain gardens, and wet bottom detention basins. His expertise in erosion control and soil stabilization encompasses traditional methods, such as silt fencing and erosion control blankets, as well as geowebbing and geogrid paths. Coilin has worked closely with regulatory agencies, including the Army Corps of Engineers and Illinois Department of Natural Resources, on many projects.

### REPRESENTATIVE PROJECTS

#### McHenry County Conservation District, IL

##### *Crystal Creek Streambank Stabilization*

Natural Resource Specialist for design of streambank stabilization upstream and downstream of an old railroad embankment that is now being used as a prairie trail system. Gabion baskets were designed to be placed within the slope upstream and downstream of the embankment where the erosion had cut into the bank. We specified riprap upstream of the gabion baskets to deflect the water away from the bank and also in front of the gabion baskets to create a buffer. A riffle was designed to protrude from the south side of the bank to redirect the creek away from the banks and back out into the middle of the creek. Also as part of this project, our team specified a native seed mixture above the gabion baskets and shoreline armament to blend back into native areas.

#### Fox River Grove, IL

##### *Picnic Grove Park Streambank Stabilization*

Natural Resource Specialist for design and permitting for 700 linear feet of streambank riprap armoring. Coordination was necessary with U.S. Army Corps of Engineers, McHenry-Lake County Soil & Water Conservation District, and McHenry County Planning and Development – Division of Water Resources.

#### Lake Zurich, IL

##### *Kildeer Creek Restoration*

Project Manager for the clearing, grading, and reshaping of 2,000 linear feet of shoreline of Kildeer Creek in Lake Zurich. This included stone armoring of the shoreline, placement of erosion control blanket, installation of temporary erosion control devices during construction, and natively seeding the creek corridor.

Part of this project included re-direction of the creek and moving it north 40 feet. This created a gentler slope to the creek and then using gabion baskets with armament to stabilize the outside bank for high flowing conditions.

This project took three and a half month's working within the creek corridor and diverting the water around the construction area when needed. The phasing was coordinated so that the only areas unprotected were areas that were being graded and then immediately protected with seed and erosion control blanket. This project was coordinated to do restoration within 300 foot sections moving down the corridor.

### **Northbrook, IL**

#### ***Dundee Road Water Main Replacement***

Natural Resource Specialist completing wetland delineation, preparing wetland report with exhibits, and investigating the presence of endangered and threatened species through the U.S. Fish & Wildlife Service as part of water main installation project (1,400 lineal feet with railroad and river crossings).

### **Plainfield, IL**

#### ***S. Wood Farm Road – Wetland Delineation***

Performed a wetland delineation along the eastern edge of the Parcel on the east side of south Wood Farm Road and along the western edge of the DuPage River (1,000 Ln. Ft.) just south of the Water Reclamation Facility in the Village.

### **Streamwood, IL**

#### ***Lake Street Water Main Replacement***

Natural Resource Specialist completing wetland delineation, preparing wetland report with exhibits, and investigating the presence of endangered and threatened species through the U.S. Fish & Wildlife Service as part of the water main installation project.

### **Elmhurst, IL**

#### ***Arlington Reservoir Retrofits***

Project Manager for the excavation of a 3' deep - 30' by 180' retention bay within the bottom of the detention facility. The retention bay included a 10:1 side slope up to the existing elevation, and the entire basin bottom was regraded to slope to the retention bay. Additional items included: over-seeding of both the basin bottom and slopes with a native seed mix specifically designed for the anticipated wet/dry conditions; grading and shaping of access road at base of ramp (bottom of basin) for access between settling basins; and erosion and sediment control.

### **Glenview, IL**

#### ***Pine Street Park Streambank Stabilization***

Natural Resource Specialist for 764 linear feet of stabilization along the west side of the North Branch of the Chicago River. The project also included construction of 200 linear foot bioswale and a 0.2 acre bioretention cell (rain garden).

### **Country Club Hills, IL**

#### ***Marycrest Lakes Subdivision Prescribed Burn***

Project Manager for the prescribed burning of multiple wetland grass ecosystems in accordance with the City's native plant maintenance/mitigation plan. A burn plan was prepared, permits obtained, and neighbors were notified.

*While working for others:*

#### **McConnell Environmental**

##### ***Owner and President***

- Provided wetland delineations and reports in Illinois, Wisconsin, and Iowa
- Organized and supervised multiple crews for homeowners and subdivisions
- Installed rain gardens and erosion control best management practices
- Conducted prescribed burns for homeowners and subdivisions

## Matthew S. Abbeduto, PE

Construction Manager



### EDUCATION

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

Joined Firm in 2017

Years of Experience: 19

### REGISTRATIONS

Licensed Professional  
Engineer: Illinois

### CERTIFICATIONS

IDOT Documentation of  
Contract Quantities #19-15208

IDOT QC/QA HMA Level 1  
Technician

IDOT QC/QA PCC Level 1  
Technician

IDOT QC/QA Mixture  
Aggregate Technician

ACI Concrete Field Testing  
Technician – Grade I

IDOT QC/QA Nuclear Density  
Testing

IDOT S-33 Soils

Liability IQ for Architects and  
Engineers

Matt's project management and resident engineering experience spans federal and municipal funded urban/rural roadway and bridge construction/rehabilitation projects. He also is experienced in the installation of traffic signals and street lighting, as well as in site development. Matt is knowledgeable of Illinois Department of Transportation policies and procedures for construction inspection, material inspection, contract administration, and project documentation. He is well versed in coordinating with contractors, utility companies, construction/project managers, engineers, and owners to resolve project conflicts, minimize delays, maximize cost savings, and facilitate project completion. With a thorough understanding of the importance of communication, Matt strives to keep clients and affiliated project parties updated on construction status and correspondence.

### REPRESENTATIVE PROJECTS

#### Orland Park, IL

##### **2017 – 2018 Road Improvement Program**

Construction Project Manager for the 2017 and 2018 Road Improvement Program, which included work throughout various areas within the Village. Improvements include hot-mix asphalt surface removal, pavement removal and patching, spot curb and gutter removal and replacement, sidewalk removal and replacement, preparation of aggregate base, hot-mix asphalt binder and surface course, adjustment of drainage structures, sidewalk slab raising, shotcrete curb and gutter repairs, parkway restoration, and other incidental and miscellaneous items of work on various roadways within the Village.

#### Orland Park, IL

##### **2017 – 2018 Fernway Subdivision Improvements**

Construction Project Manager for the 2017 and 2018 Fernway Subdivision Improvements. The Fernway subdivision required multi-phase/multi-year roadway and ditch grading improvements to correct the poor drainage throughout the subdivision and to enhance the roadway cross section. The improvements included excavation, grading and shaping ditches, pavement removal, subgrade repair, preparation of base, new ribbon curb, sidewalk approach ramp replacement for ADA compliance, hot-mix asphalt binder and surface course, new concrete driveway culverts, driveway apron pavement replacement, parkway restoration with sod, and other miscellaneous items. Diligent attention and coordination with residents regarding staging and access was key for a successful project.

#### Aurora, IL

##### **Montgomery Road Multi-Use Path**

Construction Project Manager for the 1.0-mile long, multi-segment federally funded (CMAQ) Montgomery Road Shared-Use Path project that connects to existing bike routes and transit services, including the Aurora Transportation Center and Route 59 Train Station. The project improvements included tree removal and protection, excavation, curb and gutter removal and replacement, storm sewer, watermain adjustments, structure adjustments, pavement removal, HMA pavement, PCC sidewalk including ADA accessible approaches, bicycle railings, pavement markings, and landscape restoration. The project involved coordination with the City of Aurora, IDOT, utility companies, businesses, and residents.

Erosion and Sediment Control  
– Modules I & III

#### CONTINUING EDUCATION

##### **Doug Cartland, Inc.**

“Creating Excellence in  
Communication and Customer  
Relations” training

##### **Doug Cartland, Inc.**

“Problem/Communication  
Resolution” training

#### **Lockport, IL**

##### ***Second Street Bridge***

Construction Project Manager for Federally funded Phase III engineering services for the replacement of Second Street Bridge over the Illinois & Michigan (I&M) Canal, a public waterway. The work consisted of removing the existing structure and replacement with a three-sided box culvert placed on footings keyed into the bedrock. The roadway was skewed so a cast in place end section and headwalls was poured to meet this angle. This crossing is along the historic I & M corridor so it was important to retain the character of the area. A limestone block form liner, along with cut stone capstones around the openings, was incorporated into the headwalls. Staining of the concrete was then completed to impart the final coloration of limestone to match the surrounding site.

#### **Lockport, IL**

##### ***IL 7 Frontage Road Bridge over Des Plaines River***

Construction Manager for the rehabilitation of the structure. The IL 7 Frontage Road structure is an eight-span steel beam girder bridge. A 2014 special feature inspection resulted in a sufficiency rating of 35 and lowering the weight limit to eight tons. The bridge was in critical condition due to severe deterioration of the beams at Piers 2 and 6. Baxter & Woodman studied the structural deficiencies and provided a recommended strategy for removing the load posting and extending the service life of the structure, including a bridge deck overlay, steel painting, structural steel repairs, and expansion joint replacement.

#### **Elwood, IL**

##### ***St. Louis Street and IL Route 53 Intersection Improvements***

Construction Project Manager for the 0.72-mile long, federal funded (STU) intersection re-alignment improvements of St. Louis Street at IL Route 53. The project improvements included tree removal and replacement, excavation and contaminated soil management, ditch grading, curb and gutter, sidewalk including ADA accessible approaches, storm sewer, 6- x 4-foot precast box culverts, watermain and sanitary sewer adjustments, structure frame adjustments, pavement removal, staged HMA pavement widening and reconstruction, erosion control, pavement markings, and landscape restoration. The project involved coordination with the Village of Elwood, IDOT, multiple utility companies and residents.

#### **Plainfield, IL**

##### ***Des Plaines Street Parking Lot***

Construction Project Manager for on-street and off-street parking improvements along Des Plaines Street, and the installation of an LED directional sign on Lockport Street (IL Route 126). The improvements consisted of expanding the existing parking lot to provide 30 new stalls for public parking and the potential for even further expansion in the future. Stormwater detention was provided by an underground detention vault draining via infiltration. Roadway lighting, storm sewer, and landscaping were also included. Streetscape elements such as a wide colored concrete sidewalk, electrical receptacles at trees within grates, and other landscaping were installed. A 34-foot mast arm with LED signs on Lockport Street (IL Route 126) informing EB truck traffic to turn left onto Main Street (IL Route 126) was installed. Coordination with IDOT was required to obtain a permit for working within the State route.

## Brandon L. Buzzell, PE, SE

Structural Engineer



### EDUCATION

B.S., Civil Engineering,  
University of Illinois at Urbana-Champaign, 1998

Joined Firm in 2009

Years of Experience: 23

### REGISTRATIONS

Licensed Professional  
Engineer: Illinois, Wisconsin,  
Florida, and Texas

Licensed Structural Engineer:  
Illinois

### CERTIFICATIONS

NBIS Certified Program  
Manager – Element, Illinois  
Department of Transportation  
and Wisconsin Department of  
Transportation

### TRAINING

4-Day Training Course for  
Fracture Critical Inspection  
Techniques for Steel Bridges –  
FHWA/NHI, 2011

10-Day Training Course for  
Inspection of In-Service Bridges  
– FHWA/NHI, 2008

Brandon has a wealth of experience in the transportation and structural engineering fields, primarily performing bridge design work for IDOT. He has served as both Project Engineer and Project Manager, and has developed a reputation as a producer of high-quality bridge plans. Brandon is a member of the ACEC-IL IDOT Bridge Committee.

### REPRESENTATIVE PROJECTS

#### Prairie Grove, IL

##### *Justen Road Bridge Replacement*

Lead Phase I Structural Engineer/Phase II Structural Engineer for the removal of the existing 2-span bridge and replacement with a 3-cell box culvert. The work consisted of installation of a cofferdam to provide a dry work area; temporarily rerouting the Fox River Tributary; removal of the existing structure including timber piling, undercutting the base to remove very weak soils and replacing with PGE; and installation of a three-8- x 12-foot cells cast-in-place box culvert, with the two outside cells containing a weir to channelize water through the main cell. Also created nesting ledges for the Eastern Phoebe birds, installation of permanent steel sheet piling wingwalls, roadway reconstruction, guardrail installation, and pavement striping.

#### DeKalb County Highway Department, IL

##### *McNeal Road Bridge over South Branch Kishwaukee River*

Structural Manager and Lead Structural Engineer for Phase I and Phase II engineering for the replacement of an existing three-span precast deck beam bridge, funded by the STP-Bridge program. Preliminary design presented a challenge since the existing roadway laid low in the floodplain and overtops frequently. Following normal IDOT bridge design criteria would have resulted in a large raise to the roadway profile, along with excessive ROW needs and wetland impacts. A waiver of roadway freeboard requirements was also coordinated with District 3 staff. The proposed structure is a 217-foot four-span haunched slab bridge, matching the existing road profile to minimize floodplain fill and allow the work to be completed within existing right of way. Sheet pile retaining walls were utilized around both abutments to protect the roadway embankment, while minimizing the footprint of the improvements.

#### Wheeling, IL

##### *Wolf Road Bridge Rehabilitation*

Structural Engineer to design a new sidewalk to the Northgate Parkway bridge to provide a safe pedestrian crossing for a nearby development. Our design team worked with the geometry of the existing concrete parapet, adding a raised sidewalk in front and a Type L aluminum railing at the top of the parapet. This created a safe 42-inch pedestrian railing height, while also matching the look of the existing sidewalk on the opposite side of the bridge. Pedestrian railings were added to the approaches to protect the steep embankment slopes, and the rail elements were painted to match the Village's chosen color for their other fixtures. Our team also provided construction engineering services, assuring that maintenance of traffic plans were followed and that the project stayed on schedule with no cost overruns.

LRFD Design of Concrete  
Superstructures (Three Days) –  
FHWA, NHI, 2007

LRFD Highway Bridge Design  
(Four Days) – University of  
Wisconsin, 2006

### **Glenview, IL**

#### ***Bridge Rehabilitation***

Structural Engineer for repairs on two structures: Glenview Road over North Branch Chicago River, and a pedestrian bridge over East Lake Avenue. The repair of the pedestrian bridge included a partial-depth repair of two deteriorating concrete stairways. We developed a removal detail allowing a variable-depth removal along with supplemental reinforcement bars. A groove detail was added to the landings to bring them into ADA compliance. The traffic bridge over the river underwent sidewalk repairs, parapet repairs, expansion joint replacement, and painting of the steel beam ends. Baxter & Woodman also handled construction inspection of these repairs.

### **Wheeling, IL**

#### ***Jeffery Avenue Bridge Replacement***

Structural Engineer for Phase I Project Development Report for replacement of the structure with an anticipated Group II Categorical Exclusion. The Jeffery Avenue structure consisted of a single-span prestressed concrete deck beam bridge approximately 30 feet wide. The roadway over the structure carried an average daily traffic of less than 5,000. Existing cross sections at the structure were examined to satisfy federal guidelines for clearance, as they were substandard. Pedestrian safety and sidewalks were reviewed to determine recommendations adjacent to the structure. The existing floodplain model was utilized for Buffalo Creek. Because of the structural deficiencies, a full replacement was required. An evaluation of Type, Size, Location drawings, and bridge cross sections were completed. Coordination with local agencies, including IDOT, IDNR, and Army Corps of Engineers, was ongoing throughout the project.

### **Bull Valley, IL**

#### ***Bull Valley Road Bridge Improvements (SN 056-6040)***

Structural Engineer for a federally funded 5.7-mile roadway rehabilitation project for the Village when our bridge inspectors noted that a bridge within project limits showed signs of deterioration. We determined that the necessary bridge repairs were eligible for the same funding source as for the roadway, so we approached IDOT to request that the bridge repairs be incorporated into the larger project. A Bridge Condition Report was submitted to and approved by IDOT, and the Village enjoyed significant cost savings for their bridge repairs. The scope of work included HMA surface removal and replacement, keyway repairs, and a height adjustment on the existing bridge railings. Baxter & Woodman also performed construction inspection on behalf of the Village for this project.

### **Kane County Division of Transportation, IL**

#### ***Silver Glen Road Over Otter Creek***

Lead Structural Engineer for Phase I and Phase II engineering services for the replacement of Silver Glen Road Bridge over Otter Creek (S.N. 045-3122). The bridge had a two-span precast deck beam superstructure, built in 1984. In 2016, the bridge was severely load restricted after significant structural cracking was discovered in several of the beams. The Kane County Division of Transportation installed temporary shoring to remove the load restriction, and began a Phase I engineering project utilizing federal STP-Bridge funding. Phase I bridge engineering services consisted of an Abbreviated Bridge Condition Report, Structure Type Study, and Type Size and Location drawings. Avoiding right-of-way acquisition was critical to the project schedule, so the study favored shallower structure types that would minimize impact to the roadway profile. A three-span concrete slab bridge was selected. Adjacent to the main structure is a separate single-span pedestrian bridge.

## Paul D. Siegfried, PE, CFM, CPESC

Drainage & Permitting Engineer



### 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

### MODELING SOFTWARE

#### EXPERTISE

- XPSWMM
- EPA SWMM
- HEC-RAS
- HEC-HMS
- HEC-1
- HEC-2

Paul has over 15 years of experience in the field of water resources engineering, focused on stormwater design and floodplain management. He works closely with municipalities to identify, plan, and implement stormwater improvement projects that will best serve their communities. Paul's 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

#### Lockport, IL

##### ***Abbey Glen Drainage Improvements***

Project Manager for improving rear yard drainage at two locations within the Abbey Glen Subdivision. Proposed improvements included small diameter storm sewer, storm inlets, and regrading of drainage swales.

#### Glenview, Illinois

##### ***Lyons Elementary School Stormwater Improvements***

Assisted with MWRD permitting for drainage and detention improvements on the Lyons Elementary School property and surrounding residential areas. Improvements included approximately 4.41 acre-feet of underground detention, installation of 30-inch diameter storm sewer to connect the detention to the existing storm sewer system at Raleigh Road, and parking lot redesign.

#### Plainfield, IL

##### ***143rd St. West Extension***

Provided QA/QC review, detention and drainage design assistance, and permitting guidance for the Village of Plainfield's 143rd Street extension from Steiner Road to Ridge Road. This project is a part of a phased plan to relocate Illinois Route 126 to 143<sup>rd</sup> Street. Design and the final preferred alignment of the new 143<sup>rd</sup> Street considered geometric criteria, right-of-way acquisition, environmental considerations, detention requirements, cost, safety, future development, and travel demands for the year 2040.

#### Skokie, IL

##### ***Greenwood Street and Kenneth Terrace Drainage Improvements***

Evaluated existing conditions drainage and severity of flooding at the Greenwood Street and Kenneth Terrace intersection by utilizing and enhancing a Village-wide XPSWMM model prepared by others. Analyzed six drainage improvement alternatives including underground storage, a parkway rain garden, and parking lot detention. Provided recommendations to the Village in a technical memorandum.

#### Frankfort, IL

##### ***North Excess Flow Storage Pond***

Oversaw HEC-HMS hydrologic and HEC-RAS hydraulic modeling of the Union Drainage Ditch, an unstudied tributary to Hickory Creek. Prepared an IDNR-OWR Floodway Construction Permit application for proposed improvements, which include demolition of the Village's existing North Wastewater Treatment Plant and expansion of the existing North Excess Flow Storage Pond. Prepared a Preliminary Design Report for submittal to IDNR-OWR to obtain a provisional dam classification

- TR-20
- HY-8
- PondPack

#### **CONTINUING EDUCATION**

Illinois Association for  
Floodplain and Stormwater  
Management Annual  
Conference  
2007, 2008, 2010-2012, 2014-  
2020

IAFSM Funding Seminar,  
Cicero, Illinois  
February 22, 2018

Storm Water Solutions  
Conference, Tinley Park, Illinois  
November 8, 2017

APWA Wisconsin Chapter Fall  
Conference, Wausau,  
Wisconsin  
November 2, 2017

Beyond the Basics Stormwater  
Management Conference,  
Woodridge, Illinois  
September 14, 2016

Central States Water  
Environment Association  
Annual Meeting, Madison,  
Wisconsin  
May 19, 2016

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

U.S. Army Corps of Chicago  
District 2014 River Restoration:  
Practices and Concepts  
Workshop, Chicago, Illinois  
March 11, 2014

Using HEC-RAS to Compute  
Water Surface Profiles for  
Floodplains, Bridge and Culvert  
Hydraulics, Madison,  
Wisconsin  
May 21-23, 2007

for the proposed pond berm.

#### **Lockport, IL**

##### ***IL 7 Frontage Road Bridge over Des Plaines River***

Provided assistance and QA/QC review for IDNR and U.S. Army Corps of Engineers permit applications for the rehabilitation of the existing bridge structure. The IL 7 Frontage Road structure is an eight-span steel beam girder bridge. A 2014 special feature inspection resulted in a sufficiency rating of 35 and lowering the weight limit to 8 tons. The bridge is in critical condition due to severe deterioration of the beams at piers 2 and 6. Baxter & Woodman studied the structural deficiencies and provided a recommended strategy for removing the load posting and extending the service life of the structure, including a bridge deck overlay, steel painting, structural steel repairs, and expansion joint replacement.

#### **Kane County Division of Transportation, IL**

##### ***Bliss Road/Fabyan Parkway Improvements***

Provided regulatory and permitting guidance related to the realignment of Bliss Road and Fabyan Parkway to create a new 4-legged intersection with Main Street. The project involves combining two 3-way intersections into one 4-way intersection by realigning Bliss Road to intersect Main Street at Fabyan Parkway. Two intersections with traffic signals were removed and replaced with one 4-way roundabout.

#### **McHenry County Conservation District**

##### ***Prairie Trail Over Crystal Creek***

Project manager for design of measures to address streambank erosion and scour at the base of the bridge abutments of the Prairie Trail crossing over Crystal Creek in the Village of Algonquin. Stabilization measures included gabion baskets, rock toe, and native vegetation. The project scope also included evaluation of several design alternatives including the selected improvements, placement of A-Jacks at the abutments and toe of the streambank combined with native plants, a structurally engineered extension of the existing wing wall, and a bendway weir.

#### **Elgin, IL**

##### ***Elgin Veterans Memorial***

Assisted in providing regulatory guidance, indicating which jurisdictional agencies would be responsible for review and permitting of the project. Also prepared the required City of Elgin stormwater permit application submittal.

#### **Fox River Grove, Illinois**

##### ***Picnic Grove Park Bank Stabilization***

Project manager for design of 500 linear feet of bank stabilization measures along the Fox River within Picnic Grove Park in the Village of Fox River Grove. Stabilization measures included riprap armoring from the toe of slope to top of bank. Obtained required permits from the U.S. Army Corps of Engineers and McHenry County Planning and Development.

#### **Lake County Forest Preserve District**

##### ***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. Specific tasks included detention threshold calculations, compensatory storage calculations, and calculations of discharges to the proposed culverts.

## Jay C. Coleman, PE

Geometrics Engineer



### EDUCATION

B.S., Civil Engineering,  
University of Illinois at Urbana-Champaign, 2000

Joined Firm in 2015

Years of Experience: 21

### 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 over 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. Additionally, he continuously works with the agencies involved in the review and permitting of transportation projects, and is experienced in adherence to the requirements of those agencies.

### REPRESENTATIVE PROJECTS

#### Glenview, IL

##### ***Glenview Road Roadway and Pedestrian Improvements***

Project Engineer for Phase I and II Engineering for streetscape and pedestrian improvements in downtown Glenview. Project included full replacement of decorative brick and concrete sidewalks, street lighting, curb and gutter, ADA ramps, utility adjustments and street resurfacing. ADA deficient and poorly draining sidewalks, ADA ramps, decorative street crossings, and traffic signals were removed and replaced with the improvements. New on street parking areas were constructed to provide additional downtown business parking. The project included detailed construction staging plans and coordination with adjacent businesses to coordinate and maintain local and through traffic, business access, street parking, and pedestrian walkways during construction. The project was processed through the IDOT Bureau of Local Roads & Streets for STP funding.

#### Lockport, IL

##### ***IL 7 Frontage Road Bridge over Des Plaines River***

Project Manager for Phase I and Phase II Engineering and Environmental Studies for the rehabilitation of an eight-span steel beam girder bridge. The bridge provides the most direct access to the Metropolitan Water Reclamation District's Lockport Powerhouse, and is the only access to this area between the Illinois and Michigan Canal and the Des Plaines River. The US Army Corps of Engineers utilizes this bridge to access the Sanitary and Shipping Canal walls for maintenance. The IL 7 Frontage Road carries one lane of traffic in each direction and is a local street under the jurisdiction of the City of Lockport with an ADT of 450. Structural deficiencies were studied and a recommended strategy for removing the load posting and extending the service life of the structure was provided, including a bridge deck overlay, steel painting, structural steel repairs, and expansion joint replacement.

#### Orland Park, IL

##### ***Fernway Subdivision Improvements***

Project Manager for multi-phase/multi-year roadway and ditch grading improvements to correct the poor drainage throughout the subdivision and to enhance the roadway cross section. The improvements included excavation, grading and shaping ditches, pavement removal, subgrade repair, preparation of base, new ribbon curb, sidewalk approach ramp replacement for ADA compliance, hot-mix asphalt binder and surface course, new concrete driveway culverts, driveway apron pavement replacement, parkway restoration with sod, and other miscellaneous items.

### **Winnetka, IL**

#### ***Oak Street and Cherry Street over Union Pacific Railroad Superstructure Replacements***

Project Engineer for Phase I Engineering and Environmental Studies for the superstructure replacement of the Cherry Street and Oak Street bridges over the Union Pacific Railroad. The Cherry Street and Oak Street structures are four-span steel beam bridges. Both structures were in need of repair due to their deteriorating condition and substandard geometrics. Both bridges are classified as local streets and provide access to local traffic crossing the railroad. Oak Street also provides pedestrian stairway access to the Metra station below. The Phase I includes evaluation of the existing structures, environmental review, preliminary design, and agency/public coordination. The project use STP-Bridge funding and was coordinated with IDOT's Bureau of Local Roads and Streets, and the Federal Highway Administration for reviews and Phase I Design Approval as a Categorical Exclusion, Group II.

### **Illinois Department of Transportation, District Two**

#### ***US 52/IL 64 Bridge over the Mississippi River***

Phase I and Phase II design replacing the US 52/IL 64 Bridge over the Mississippi River. Phase I duties included public hearing participation, preparation of traffic management analysis, crash analysis, barrier warrant analysis, roadway design, and the project report. Phase II duties included client and subconsultant coordination, budget tracking, supervision of roadway design team, QC/QA reviews, and preparation of the plans, specifications, and cost estimate. The cost of construction was approximately \$80,000,000.

### **Elk Grove Village, IL**

#### ***Lake Cosman Structure Replacements***

Project Manager for Phase I and II Engineering for the replacement of two structures carrying Leicester Road and Wellington Avenue over Lake Cosman. The Phase I includes evaluation of the existing structures, environmental review, preliminary design, public involvement, private property owner communication, and agency coordination. The project uses STP-Bridge funding, and will be coordinated with IDOT's Bureau of Local Roads and Streets, and the Federal Highway Administration for reviews and Phase I Design Approval. It is anticipated that this project will be processed as a Categorical Exclusion.

### **Niles, IL**

#### ***Milwaukee Avenue Streetscape Improvements***

Project Engineer for Phase I and II Engineering and Environmental Studies, and for Phase I and Phase II design engineering services for the Milwaukee Avenue Streetscape Improvements from Howard Street to Jonquil Terrace. The project utilized ITEP funding and is an extension of the Village's Milwaukee Avenue streetscape corridor plan. The project consists of relocating the sidewalk along Milwaukee Avenue to create streetscape opportunities, provide a safer pedestrian route, implementing access control at the businesses to improve safety, and reconfiguring parking areas to improve safety and provide additional parking. The project also consisted of IDOT coordination, right-of-way acquisition, environmental considerations, and pedestrian crossing intersection improvements. Public information meetings were held to confirm a community-supported plan consistent with the project's vision and objectives.

# Appendix B: Bid Bond

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
**Baxter & Woodman, Inc.**

8678 Ridgefield Road

Crystal Lake, IL 60012

**OWNER:**

(Name, legal status and address)  
**Village of Orland Park**

**14700 South Ravinia Avenue**  
**Orland Park, IL 60462**

**BOND AMOUNT:**

Ten Percent (10%) of Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)  
**Doctor Marsh Parking Lot and Nature Trail, RFP #21-056**

**SURETY:**

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America**

One Tower Square

Hartford, CT 06183

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 29th day of **October, 2021.**

  
(Witness)

**Baxter & Woodman, Inc.**

(Principal)

(Seal)

  
(Title), President

**Travelers Casualty and Surety Company of America**

(Surety)

(Seal)

  
(Title) Colby White, Attorney-in-Fact

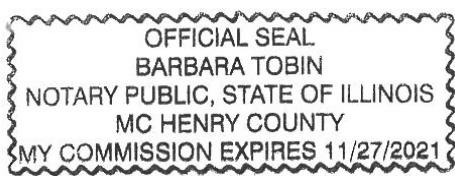


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

## CORPORATE ACKNOWLEDGMENT

State of Illinois )  
 ) ss  
County of McHenry )

On this 29th day of October 2021, before me appeared John V. Ambrose, to me personally known, who, being by me duly sworn, did say that he/she is the President of Baxter & Woodman, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said John V. Ambrose acknowledged said instrument to be the free act and deed of said corporation.



Barbara Tobin  
Notary Public McHenry County, IL  
My commission expires 11/27/2021

## SURETY ACKNOWLEDGMENT

State of Wisconsin )  
 ) ss  
County of Dane )

On this 29th day of October 2021, before me appeared Colby White, to me personally known, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Colby White acknowledged said instrument to be the free act and deed of said corporation.



Notary Public Dane County, Wisconsin  
My commission expires 9/19/2022



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

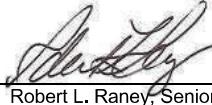
**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COLBY WHITE** of **MINNEAPOLIS, Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **October**, **2021**.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**