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

# **RESOLUTION NO. 2020-R-029**

## A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN FOR LAGRANGE ROAD UTLITIES – LIFT STATION CONSTRUCTION SERVICES (MARRIOTT DEVELOPMENT)

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

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

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys 200 W. Adams, Suite 2125, Chicago, IL 60606

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#### **RESOLUTION NO. 2020-R-029**

## A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN FOR LAGRANGE ROAD UTLITIES – LIFT STATION CONSTRUCTION SERVICES (MARRIOTT DEVELOPMENT)

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Contract with Baxter & Woodman, Inc., a true and correct copy of such Contract being attached hereto and made a part hereof as <u>EXHIBIT 1</u>; and

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

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

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

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

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

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

**ADOPTED** this 3<sup>rd</sup> day of March, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

- NAYS: None
- ABSENT: None

**APPROVED** this 3<sup>rd</sup> day of March, 2020, by the President of the Village of Tinley Park.

Village President

ATTEST:

Deputy Village Clerk

## **EXHIBIT 1**

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN FOR LAGRANGE ROAD UTLITIES – LIFT STATION CONSTRUCTION SERVICES (MARRIOTT DEVELOPMENT)

#### VILLAGE OF TINLEY PARK, ILLINOIS

#### LAGRANGE ROAD UTILITIES - LIFT STATION CONSTRUCTION SERVICES

#### AGREEEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 3rd day of March, 2020 ("Effective Date"), between the Village of Tinley Park, Illinois "(Village"), located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Baxter & Woodman, Inc. ("Consultant"), collectively the "Parties" for the following project:

LaGrange Road Utilities - Lift Station Construction Services

This project includes the construction of a public sanitary lift station and force main to serve the parcels of land between the 179<sup>th</sup> Street and 183<sup>rd</sup> Street, and between LaGrange Road and 94<sup>th</sup> Street. The lift station will be located near the intersection of White Eagle Drive and 183<sup>rd</sup> Street and includes a wet well with two submersible pumps, valve vault, above-ground control cabinet, emergency generator, bypass pumping connection, driveway, perimeter fence, and SCADA integration. The force main will be approximately 300 feet long and discharge to a proposed sanitary sewer.

- I. Services
  - A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereinafter the "Services"). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
  - B. The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
  - C. It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance

with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Consultant shall comply with all applicable federal, State and local safety laws and regulations.

#### II. COMPENSATION

Consultant will be compensated based upon the fee schedule attached hereto as Exhibit B.

#### III. INDEMNIFICATION AND HOLD HARMLESS.

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

#### IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

#### V. WARRANTY

Consultant represents and warrants to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in a professional, competent and timely manner, as represented and suitable for the performance of the Agreement, and that that it has the power to enter into and perform this Agreement.

#### VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

John V. Ambrose, President/CEO Baxter & Woodman, Inc. 8678 Ridgefield Road Crystal Lake, IL 60014

OR TO:

Village of Tinley Park Village Manager 16250 South Oak Park Avenue Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

#### VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties consent to the <u>in personam</u> jurisdiction of said Court for any such action or proceeding.

#### VIII. WAIVER

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

#### IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

#### X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

#### XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination will be effective unless the terminating party gives the other party (1) not less than ten (10) business day's written notice by certified

mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party to resolve the dispute before termination.

IN WITNESS WHEREOF, the Village of Tinley Park and Baxter& Woodman, Inc. have executed this agreement.

**VILLAGE OF TINLEY PARK** 

B Village President

(Baxter & Woodman, Inc.)

By: ITS Vice President

DATE: March 3rd , 2020 DATE

DATE: February 27, 2020

## **CERTIFICATIONS BY CONSULTANT**

#### **Eligibility to Contract**

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

Baxter & Woodman, Inc.

Name of Consultant (please print)

Submitted by (signature)

Vice President

Title

#### Certificate of Compliance with Illinois Human Rights Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)

Submitted by (signature)

Vice President

Title

#### Certificate of Compliance with Illinois Drug-Free Workplace Act

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

Baxter & Woodman, Inc.

Name of Consultant (please print)

Submitted by (signature)

Vice President

Title

### **Certificate Regarding Sexual Harassment Policy**

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

Baxter & Woodman, Inc. Name of Consultant (please print)

Submitted by (signature)

Vice President

Title

### EXHIBIT A

#### Scope of Professional Services

### **Construction Services**

- 1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
- 2. PROJECT INITIATION
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
  - B. Receive Contractor insurance documents.
  - C. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.

#### 3. CONSTRUCTION ADMINISTRATION

- A. Attend periodic construction progress meetings.
- B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.
- C. Review construction record drawings for completeness prior to submission to CADD.
- D. Prepare construction contract change orders and work directives when authorized by the Owner.
- E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
- G. Project manager or other office staff visit site as needed.
- 4. FIELD OBSERVATION PART TIME
  - A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (for up to 240 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents,

and to monitor the Contractor's progress as related to the Construction Contract date of completion.

- B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
- D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
- F. Collect construction record data of water main features using Trimble Precision GPS with ESRI Collector Field Application for implementation into Villages GIS. Data collected will include horizontal, vertical and attribute data of new water main apertures.

#### 5. PROJECT CLOSEOUT

A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.

- B. Prepare Certificate of Substantial Completion.
- C. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- D. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- E. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
- F. Prepare construction record drawings which show field measured dimensions of the completed work which the Engineers consider significant and provide the Owner with CD or electronic copy within ninety (90) days of the Project completion.
- G. Provide GIS construction record data in ESRI Local Government Information Model (LGIM) format, which will be converted to a GIS file type as requested by the Village.

#### **Schedule**

Notice to Proceed	September 2020
Substantial Completion	March 2021
Final Completion	April 2021

## EXHIBIT B

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, which in total will not exceed \$60,950.

VILLAGE OF TINLEY PARK, ILLINOIS	LAGRANGE ROAD UTILITIES - LIFT STATION CONSTRUCTION SERVICES
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Overall Project Total     05.980.00     59.980.00     59.980.00     59.980.00     59.000     59.000     59.000     59.000     59.000     59.000     59.000     59.000     59.000     59.000     59.000     59.000     50.0	l evel Fmo	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb	Total Compensation
22.00     3,990.00     3,090.00     80.00		454.00	59,980.00	59,980.00		970.00	60,950.00
4.00     480.00     480.00     480.00     13,550.00     13,550.00     0.00<	CS100 Project Initiation	22.00	3,090.00	3,090.00	0.00	80.00	3,170.00
4.00     48.00     48.00     2,610.00     0.00							
18.00     2,610.00     0.00     0.00     0.00       94.01     13,550.00     13,550.00     0.00     0.00     0.00       16.02     2,240.00     2,240.00     2,240.00     0,00     0.00     0.00       78.03     11,310.00     78.00     9,780.00     9,780.00     0.00     0.00       78.03     11,310.00     5,780.00     9,780.00     0.00     0.00     0.00       78.04     12.00     2,340.00     9,780.00     0.00     0.00     0.00     0.00       79.05     11,310.00     2,340.00     9,780.00     0	Michael Kenny	4.00	480.00				5
94.00     13,550.00     0.00     0.00     0.00     0.00       16.00     2,240.00     1,310.00     1,310.00     0,000     0,000     0,000       78.00     1,310.00     780.00     9,780.00     9,780.00     0,000     0,000     0,000       78.00     11,310.00     2,340.00     9,780.00     0,000	Raymond Koenig	18.00	2,610.00				
Ing     16.00     2,240.00     9,780.00     9,780.00     0.00     0.00       Ind     60.00     9,780.00     9,780.00     0,00     0.00     0.00       Ind     12.00     2,340.00     9,780.00     0.00     0.00     0.00       Ind     12.00     2,340.00     0.00     9,780.00     0.00	CS105 Construction Administration	94.00	13,550.00	13,550.00	0.00	0.00	13,550.00
enig     78.00     11,310.00     9,780.00     0.00	Shane Firsching	16.00	2,240.00				
N     60.00     9,780.00     9,780.00     0.00	Raymond Koenig	78.00	11,310.00				
net     12.00     2,340.00       ing     24.00     3,360.00       n     12.00     1,920.00       n     12.00     1,920.00       n     12.00     2,160.00       n     12.00     2,160.00       n     12.00     2,8,800.00       n     240.00     28,800.00       n     38.00     4,760.00       n     1440.00     1440.00       n     18.00     2,160.00       n     1440.00     14,760.00	CS107 Submittal Review	60.00	9,780.00	9,780.00		0.00	9,780.00
ner     12.00     2,340.00       ing     24.00     3,360.00       n     24.00     3,360.00       n     12.00     1,920.00       n     12.00     2,160.00       n     12.00     2,160.00       n     240.00     2,8,800.00       n     240.00     2,8,800.00       n     240.00     2,8,800.00       n     2,40.00     2,8,800.00       n     2,40.00     2,8,800.00       n     2,40.00     2,9,9       n     2,40.00     2,9,0       n     2,10,0     2,0       n     1,14,0     1,14,0       n     1,1,16,0							
Ing     24.00     3,360.00       n     12.00     1,920.00       n     12.00     2,160.00       n     240.00     2,8800.00     800.00       n     240.00     28,800.00     800.00       n     240.00     28,800.00     0.00     800.00       n     240.00     28,800.00     0.00     90.00     2       n     240.00     28,800.00     0.00     90.00     2       n     38.00     1,400     3     1     1     1       n     116.00     28,800.00     90.00     90.00     1     1     1	Charles Brunner	12.00	2,340.00		-		
n     12.00     1,920.00       n     12.00     2,160.00     800.00     20     20     2       n     240.00     28,800.00     28,800.00     800.00     20     2     2       n     240.00     28,800.00     28,800.00     0.00     800.00     2       n     240.00     28,800.00     28,800.00     28,800.00     20.00     2     2       n     240.00     28,800.00     4,760.00     0.00     90.00     2     2       n     38.00     12.00     1440.00     4,760.00     0.00     90.00     2	Shane Firsching	24.00	3,360.00				
n     12.00     2,160.00     800.00     800.00     2       n     240.00     28,800.00     0.00     800.00     2       n     240.00     28,800.00     0.00     800.00     2       n     240.00     28,800.00     28,800.00     0.00     800.00     2       n     28.00     240.00     28,800.00     28,800.00     90.00     2       n     28.00     1440.00     4,760.00     90.00     90.00     90.00       n     12.00     1,440.00     1,440.00     1,440.00     0.00     90.00     90.00       n     18.00     2,160.00     2,160.00     1,440.00     1,160.00     90.00 <t< td=""><td>Michael Gryn</td><td>12.00</td><td>1,920.00</td><td></td><td></td><td></td><td></td></t<>	Michael Gryn	12.00	1,920.00				
1     240.00     28,800.00     800.00     800.00     2       N     240.00     28,800.00     28,800.00     800.00     800.00     2       N     240.00     28,800.00     28,800.00     90.00     90.00     2       N     28.00     38.00     4,760.00     90.00     90.00     90.00       N     12.00     1,440.00     1,440.00     90.00     90.00     90.00       N     18.00     2,160.00     2,160.00     90.00     90.00     90.00	Harry Harman	12.00	2,160.00				
N 240.00 28,800.00   38.00 4,760.00 0.00   90.00 1,440.00   12.00 1,440.00   12.00 1,440.00   13.00 2,160.00   13.00 1,160.00	CS110 Field Observation	240.00	28,800.00	28,800.00	0.00	800.00	29,600.00
matrix     38.00     4,760.00     4,760.00     0.00     90.00       e     12.00     1,440.00 <t< td=""><td>Michael Kenny</td><td>240.00</td><td>28,800.00</td><td></td><td></td><td></td><td></td></t<>	Michael Kenny	240.00	28,800.00				
12.00 8.00	CS140 Project Closeout	38.00	4,760.00	4,760.00	0.00	00.06	4,850.00
12.00 18.00 8.00							
8.00	Timothy Bette	12.00	1,440.00				
8.00	Michael Kenny	18.00	2,160.00				
	Raymond Koenig	8.00	1,160.00				

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## EXHIBIT C

## **Required Insurance**

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

1.	Workers' Compensation:	Statutory
2.	Employer's Liability – Each Accident:	\$ 1,000,000
3.	General Liability –	
	a. Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
	b. General Aggregate:	\$ 2,000,000
4.	Excess or Umbrella Liability	
	a. Each Occurrence:	\$ 3,000,000
	b. General Aggregate:	\$ 3,000,000
5.	Automobile Liability Combined Single Limit	
6.	(Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
7.	Professional Liability –	
	a. Each Claim Made	\$ 2,000,000
	b. Annual Aggregate	\$ 2,000,000

## EXHIBIT D

## **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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER CONTACT NAME:						
Risk Strategies Company PHONE (847) 412-1414 FAX (AC, No. Ext): (847) 412-1414						
50 Dundee Road E-Mal						
Suite 170	INSURER(S) AFFORDING COVERAGE NAIC					NAIC #
Northbrook IL 6006	52		INSURERA: Valley Forge Ins Co 20508			
INSURED			INSURER B : Contine	ental Insu	rance Company	
Baxter & Woodman, Inc.	weekelke.concententeal casually					
1678 Ridgefield Road						
rystal Lake IL 60012 INSURER F:						
COVERAGES CERTIFICATE NUMBER: CL19122744767 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.						
	NSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	1,000,000
A CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000
X primary/non contributory		6045872351	1/1/2020	1/1/2021	MED EXP (Any one person) \$	15,000
X subj to written contract					PERSONAL & ADV INJURY \$	1,000,000
GEN'LAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000
POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$	2,000,000
			COMBINED SINGLE LIMIT \$ 1,000.0			
			-		(Ea accident)	1,000,000
B X ANY AUTO ALL OWNED SCHEDULED	1	6445070240	1/1/2020 1/1/2021 BODILY INJURY (Per person) \$   PROPERTY DAMAGE \$			
AUTOS AUTOS X NON-OWNED		6045872348				
HIRED AUTOS X AUTOS			(Per accident) \$			
X UMBRELLA LIAB X OCCUR					F 000 000	
B EXCESS LIAB CLAIMS-MADE		6045872365	EACH OCCURRENCE     \$       1/1/2020     1/1/2021     AGGREGATE     \$		5,000,000	
DED RETENTION \$			AGGREGATE \$		5,000,000	
WORKERS COMPENSATION			X PER OTH- ER			
AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? N/A					E.L. EACH ACCIDENT \$	1,000,000
C (Mandatory in NH)		6045872379	1/1/2020	1/1/2021	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000
C Professional Liability		AEH591900841	1/1/2020	1/1/2021	Per Claim	\$5,000,000
					Aggregate	\$5,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: LaGrange Road Utilities - Lift Station Design and Construction Services. Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys are included as additional insureds per blanket endorsement as respect GL/Auto/Umbrella, subject to written contract requiring same. GL/Auto/Umbrella are primary & non-contributory.						
CERTIFICATE HOLDER		···	CANCELLATION			
Village of Tinley Park 16250 South Oak Park Avenue Tinley Park, IL 60477			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
		$\label{eq:states} \begin{array}{l} \left( {{{\mathbf{x}}_{i}}} \right) = \left( {{{\mathbf{x}}_{i}}} \right)$	Michael Christ		M. & Chui	tin
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STATE OF ILLINOIS)COUNTY OF COOK)COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-029, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN FOR LAGRANGE ROAD UTLITIES – LIFT STATION CONSTRUCTION SERVICES (MARRIOTT DEVELOPMENT)," which was adopted by the President and Board of Trustees of the Village of Tinley Park on March 3, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 3<sup>rd</sup> day of March 2020.

DEPUTY VILLAGE CLERK

TinleyPar	k
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## CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No:							
Exhibits Attached: Yes No							
Contracting Party/Vendor:							
Contract Contact Info:							
Bid Opening Date (If applicable):							
Mylar (Rcvd by Clerk's Office): Y / N – Date Sent for Recording: Date Recorded:							
Certificates of Insurance Received: YesNo							
Contract Expiration: Date:							
Signature of Contracting Party received: Yes Date:							
Staff Review	Date:	Approved Via:	Ву:				
Attorney Review:	Date:	Approved Via:	Ву:				
Village Manager Review:	Date:	Approved Via:	Ву:				
Committee Review	Date:	_Committee Type:					
Committee Approval	Date:	Committee Type:					
Village Board Meeting:	Date:						
Village Board Approval:	Date:	_Approved:	Denied:				
Notes:							