
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-061**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK
AND BAXTER & WOODMAN, INC. FOR WATER MAIN IMPROVEMENTS DESIGN**

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

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees**

RESOLUTION NO. 2018-R-061

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN, INC. FOR WATER MAIN IMPROVEMENTS DESIGN

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 Agreement with Baxter & Woodman, Inc., a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

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

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

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

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

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

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

ADOPTED this 21st day of August, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Pannitto, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: None

APPROVED this 21st day of August, 2018, by the President of the Village of Tinley Park.

ATTEST:


Village Clerk


Village President

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-061, "A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND BAXTER & WOODMAN, INC. FOR WATER MAIN IMPROVEMENTS DESIGN," which was adopted by the President and Board of Trustees of the Village of Tinley Park on August 21, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this _____ day of _____ 2018.



VILLAGE CLERK

EXHIBIT 1

BAXTER & WOODMAN, INC. AGREEMENT

VILLAGE OF TINLEY PARK, ILLINOIS
WATER SYSTEM ENGINEERING SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 21st day of August, 2018 ("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 as needed water system engineering services.

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 general hourly billing rate 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 Ridgfield 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 in personam 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

(Baxter & Woodman, Inc.)

By: 

Village President

By: 

ITS Vice President

DATE: 8-21-18

DATE: August 24, 2018

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

Design Services

1. PROJECT MANAGEMENT – Plan, schedule and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
2. PROJECT MEETINGS – Conduct up to three meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods. Design meetings will normally consist of a Kickoff Meeting, one preliminary “red” line meeting, where the initial layout of the water mains are approved prior to design drawing preparation, one meeting at approximately 70 percent completion, and one final meeting at 90 percent completion. Included is one intermediate meeting as deemed necessary by the Village or the Engineer.
3. TOPOGRAPHIC SURVEY – Perform a topographic survey of the project limits of natural and man-made features along the water main routes to develop base sheets for Project Drawings.
4. UTILITIES – CONTACTS AND COORDINATION
 - A. Conduct a Design Stage Locate with JULIE, which consists of obtaining names and telephone numbers of utilities located within the work areas.
 - B. Contact utilities, obtain atlases where available, and provide preliminary Drawings to utility companies for their markup and return.
5. DESIGN
 - A. DRAWINGS – Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractors selected by the Village for each of the six projects. Make revisions based on comments from Village staff.
 - B. SPECIFICATIONS – Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, for each of the six projects. Provide necessary documentation for specifications to comply with loan or grant requirements. Provide final specifications to Village upon completion of design.
 - C. SITE VISITS FOR DESIGNERS – Conduct site visits by designers of water mains to clarify any discrepancies on the Drawings, select routes for pipe, and investigate pipe installation methods.
 - D. CAD FOR DETAILED DESIGN – Provide detailed computer aided drafting of water main and appurtenance locations and construction requirements. Indicate location of utilities from best available records. Create legends, general notes, and designer instructions to

contractors, to create a final set of construction drawings. Provide CAD files to Village upon completion of design.

- E. PEER AND CONSTRUCTABILITY REVIEWS – Conduct QA/QC peer reviews of Drawings and specifications. Utilize Construction Department personnel to provide a review of drawings and specifications. Make revisions based on comments from both engineering and construction departments.
 - F. ENGINEER’S OPINION OF PROBABLE COST – Prepare a final opinion of probable total Project cost including construction cost, contingencies, construction engineering services, and, on the basis of information furnished by the Village, allowances for legal services, financial consultants, and administrative services or other costs necessary for completion of the Project.
6. PERMITS
- A. IEPA/DPWS - Submit the design documents to the agency for permit to construct, own, and operate the Project.
 - B. IDOT - Contact, and meet with Illinois Department of Transportation to review proposed work and determine if any IDOT permits are required for the Project. Submit for permits if any are required.
7. PROJECT BID
- A. ASSISTANCE TO BIDDERS - Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and mail advertisement to selected prospective bidders. Answer bidder’s questions during bid period.
 - B. ADDENDUMS - Issue necessary addenda to all plan holders as necessary.
 - C. BID TABULATION AND LETTERS OF RECOMMENDATION - Tabulate all bids received and review all bid submittals to verify low bid is responsive and responsible. Issue a Letter of Recommendation to Award a construction contract to the Owner for their action.

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 or 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 – Full Time

- A. Engineer's site observation shall be at the times agreed upon with the Owner. Engineer will provide Resident Project Representatives at the construction site on a full-time basis of forty (40) hours per week from Monday through Friday, not including legal holidays, 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. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If 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.

- B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
- C. 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, and provide weekly reports to the Owner of the construction progress and working days charged against the Contractor's time for completion.

5. SUBSTANTIAL COMPLETION OF PROJECT

- 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.

6. PROJECT CLOSEOUT

- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
- B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
- C. 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.
- D. 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.

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 \$127,270.

VILLAGE OF TINLEY PARK, ILLINOIS

WATER MAIN IMPROVEMENTS - PHASE 1
DESIGN SERVICES

EXHIBIT B

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
	Overall Project Total	604.00	66,022.00	66,190.00	0.00	0.00	66,190.00
001 Project Management		0.00	0.00				
		40.00	5,304.00	5,400.00	0.00	0.00	5,400.00
	Sean O'Dell	20.00	3,300.00				
	Lauren Schuld	12.00	1,380.00				
	Barbara Tobin	8.00	624.00				
002 Meetings		36.00	4,500.00	4,500.00	0.00	0.00	4,500.00
	Sean O'Dell	12.00	1,980.00				
	Alan Phelps	12.00	1,140.00				
	Lauren Schuld	12.00	1,380.00				
003 Survey		48.00	5,660.00	5,660.00	0.00	0.00	5,660.00
	Engr Tech III	40.00	4,800.00				
	Alan Phelps	4.00	380.00				
	Lauren Schuld	2.00	230.00				
	Christopher Wellbank	2.00	250.00				
004 174th Street		182.00	19,108.00	19,150.00	0.00	0.00	19,150.00
	Dennis Dabros	4.00	660.00				
	Adonis Nacino	46.00	5,290.00				
	Sean O'Dell	4.00	660.00				
	Alan Phelps	100.00	9,500.00				
	Lauren Schuld	22.00	2,530.00				
	Barbara Tobin	6.00	468.00				

VILLAGE OF TINLEY PARK, ILLINOIS
 WATER MAIN IMPROVEMENTS - PHASE 1
 DESIGN SERVICES

EXHIBIT B

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
005	70th Avenue	140.00	14,758.00	14,760.00	0.00	0.00	14,760.00
	Dennis Dabros	4.00	660.00				
	Adonis Nacino	34.00	3,910.00				
	Sean O'Dell	4.00	660.00				
	Alan Phelps	76.00	7,220.00				
	Lauren Schuld	16.00	1,840.00				
	Barbara Tobin	6.00	468.00				
006	76th Avenue	114.00	12,168.00	12,170.00	0.00	0.00	12,170.00
	Dennis Dabros	4.00	660.00				
	Adonis Nacino	32.00	3,680.00				
	Sean O'Dell	4.00	660.00				
	Alan Phelps	56.00	5,320.00				
	Lauren Schuld	12.00	1,380.00				
	Barbara Tobin	6.00	468.00				
007	Bidding	44.00	4,524.00	4,550.00	0.00	0.00	4,550.00
	Sean O'Dell	4.00	660.00				
	Alan Phelps	22.00	2,090.00				
	Lauren Schuld	10.00	1,150.00				
	Barbara Tobin	8.00	624.00				

VILLAGE OF TINLEY PARK, ILLINOIS
 WATER MAIN IMPROVEMENTS - PHASE 1
 CONSTRUCTION SERVICES

EXHIBIT B

Level	Emp	Planned Hrs	Planned Labor Bill	Compensation Fee	Consultant Fee	Reimb Allowance	Total Compensation
Overall Project Total		544.00	61,080.00	61,080.00	0.00	0.00	61,080.00
CS100 Project Initiation		32.00	4,180.00	4,180.00	0.00	0.00	4,180.00
	Reginald Jansen	4.00	420.00				
	Raymond Koenig	24.00	3,480.00				
	Beverly Sinnott	4.00	280.00				
CS105 Construction Administration		76.00	10,720.00	10,720.00	0.00	0.00	10,720.00
	Raymond Koenig	72.00	10,440.00				
	Beverly Sinnott	4.00	280.00				
CS110 Field Observation		400.00	42,000.00	42,000.00	0.00	0.00	42,000.00
	Reginald Jansen	400.00	42,000.00				
CS140 Project Closeout		36.00	4,180.00	4,180.00	0.00	0.00	4,180.00
	Timothy Bette	8.00	920.00				
	Reginald Jansen	20.00	2,100.00				
	Raymond Koenig	8.00	1,160.00				

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)

8/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062	CONTACT NAME: PHONE (A/C No. Ext): (847) 412-1414 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED BAXTER & WOODMAN, INC 8678 RIDGEFIELD ROAD CRYSTAL LAKE IL 60012	INSURER A: Valley Forge Ins Co NAIC # 20508	
	INSURER B: Continental Insurance Company	
	INSURER C: Continental Casualty Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL17122151265

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6045872351	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> primary/non contributory						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> sub to written contract						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			6045872348	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		6045872365	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6045872379	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEH591900841	1/1/2018	1/1/2019	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)

Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, and attorneys, are included as additional insureds per blanket endorsement as respect G1, subject to written contract requiring same.

CERTIFICATE HOLDER**CANCELLATION**

Village of Tinley Park
 Village Manager
 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.

AUTHORIZED REPRESENTATIVE

Michael Christian/CID

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