## PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

**Meeting Date:** September 27, 2016

Consent [X] Public Hearing [] Regular []

#### Water Utilities Department **Department:**

## I. EXECUTIVE BRIEF

# Motion and Title: Staff recommends motion to approve:

A) a consent to assignment of the Contract for General Utility, Architectural & Value Engineering Consulting Services (GE Contract) (R2014-0823) from Mathews Consulting, Inc. (Mathews Consulting) to Baxter & Woodman, Inc. (Baxter & Woodman);

B) a consent to assignment of the Contract for Engineering/Professional Services Western Region Operations Center (WROC Contract) (R2014-1764) from Mathews Consulting, Inc. to Baxter & Woodman, Inc.

C) a consent to assignment of the Contract for General Utility, Architectural & Value Engineering Consulting Services (2011 GE Contract) (R2011-0633) from Mathews Consulting, Inc. to Baxter & Woodman, Inc.

Summary: On July 26, 2016, Baxter & Woodman acquired the assets of Mathews Consulting. Mathews Consulting has requested that Palm Beach County approve the assignment of the active contracts from Mathews Consulting to Baxter & Woodman. Approval of each consent to assignment will reassign the obligations of the contracts to Baxter & Woodman. Assignment of the contracts will ensure the efficient continuation of the professional engineering and design services provided under these contracts. Baxter & Woodman has consented to the assignment of those contracts previously held by Mathews Consulting. Countywide (MJ)

Background and Justification: On June 3, 2014, the Board of County Commissioners (BCC) approved the GE Contract between the County and Mathews Consulting. The GE Contract provides for general engineering and professional design services throughout the Water Utilities Department (WUD) service area. On November 18, 2014, the BCC approved the WROC Contract between the County and Mathews Consulting. The WROC Contract provides for professional engineering and construction services during the design and construction of the Western Region Operations Center. The 2011 GE Contract was approved by the BCC on May 3, 2011. While the 2011 GE Contract was subsequently superseded by the current GE Contract, there are several Consultant Services Authorizations that remain open under the previous contract that necessitate assignment to Baxter & Woodman. As professional services are still necessary during the duration of both the GE Contract and WROC Contract, the assignment of the contracts will provide for the efficient continuation of the required engineering services.

## Attachments:

- 1. Consent to Assignment GE Contract
- 2. Consent to Assignment WROC Contract
- 3. Consent to Assignment 2011 GE Contract
- 4. Corporate Certification of Merger and Acquisition dated July 26, 2016
- 5. State of Florida Licensing and Incorporation Documents and Certificates of Insurance
- 6. Non-Discrimination Policy

Recommended By:	Jim Stiles	9-9-16	
	() Department Director	Date	
	Anna QB	9-22-16	
Approved By:	CALLE OF	7-02-16	
	Assistant County Administrator	Dete	

Assistant County Agministrator

Date

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020			
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	<b>\$0</b> 0 0 0							
NET FISCAL IMPACT	<u>\$0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>			
Budget Account No.: Fund	l_4011_De	pt <u>721</u> Unit	W003 Object	6541	-			
Is Item Included in Current Bu	dget?	Yes X No						
Reporting Category <u>N/A</u>								

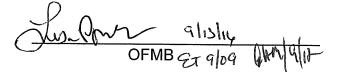
# B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact from the consent to assignment.

# C. Department Fiscal Review: \_\_\_\_\_\_

# III. REVIEW COMMENTS

# A. OFMB Fiscal and/or Contract Development and Control Comments:



B. Legal Sufficiency:

16/16 Assistant County Attorne

C. Other Department Review:

**Department Director** 

15/16 ract Development and Control Con

This summary is not to be used as a basis for payment.

### ATTACHMENT 1

## CONSENT TO ASSIGNMENT

This Consent to Assignment by and among **MATHEWS CONSULTING, INC.**, a Florida corporation (hereinafter "Assignor"), and **BAXTER & WOODMAN, INC.**, an Illinois corporation (hereinafter "Assignee"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made \_\_\_\_\_\_, 2016.

WHEREAS, on June 3, 2014, Assignor entered into a Contract for General Utility, Architectural & Value Engineering Consulting Services (GE Contract) (R2014-0823) (the "Agreement") with COUNTY to furnish professional engineering services; and said Agreement is still active; and

WHEREAS, Assignee has purchased all of Assignor's assets, including Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated July 25, 2016, with an effective closing date of July 29, 2016; and

WHEREAS, Section 7.22 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

WHEREAS, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.

2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

### ASSIGNMENT OF: MATHEWS CONSULTING, INC. TO BAXTER & WOODMAN, INC. General Engineering Services Contract (GE Contract) (R2014-0823)

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and

duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor or Assignee and that any and all subcontractors, subconsultants and suppliers have been paid or will be promptly paid by Assignee.

b. Assignor and Assignee acknowledge and agree that they are responsible to COUNTY for all work performed under the Agreement and Assignor and Assignee shall indemnify, defend and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.

c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.

d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of July 29, 2016 will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County:

Hassan Hadjimiry, P.E., Assistant Director Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413

Assignor:

Mathews Consulting, Inc. 477 S. Rosemary Avenue, Suite 330 West Palm Beach, FL 33401 Attn: Rene Mathews, P.E., President

Assignee:

Baxter & Woodman, Inc. 8678 Ridgefield Road Crystal Lake, IL 60012 Attn: John V. Ambrose, President

### ASSIGNMENT OF: MATHEWS CONSULTING, INC. TO BAXTER & WOODMAN, INC. General Engineering Services Contract (GE Contract) (R2014-0823)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date

written above.

Palm Beach County, Florida, By Its Board of County Commissioners

By:\_

Mary Lou Berger, Mayor

SEAL

ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court

By:\_\_\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:\_

COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

CONSULTANT: Baxter & Woodman, Inc. (Assignee)

LOUISD HAUSEMON, VICE PRESIDENT FOR By John V. Ambrose, President

CORPORATE S E A L

Witness: prace t **Print Name** Witness: mA Print Name

CONSULTANT: Mathews Consulting, Inc. (Assignor) By: Ms. Rene Mathews, P.E. President

### CORPORATE S E A L

Witness: ( ml. Print N Witness: >00 **Print Name** 

ATTACHMENT 2

## CONSENT TO ASSIGNMENT

This Consent to Assignment by and among **MATHEWS CONSULTING, INC.**, a Florida corporation (hereinafter "Assignor"), and **BAXTER & WOODMAN, INC.**, an Illinois corporation (hereinafter "Assignee"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made \_\_\_\_\_\_, 2016.

WHEREAS, on November 18, 2014, Assignor entered into a Contract for Engineering/Professional Services Western Region Operations Center (WROC Contract) (R2014-1764) (the "Agreement") with COUNTY to furnish professional engineering services; and said Agreement is still active; and

WHEREAS, Assignee has purchased all of Assignor's assets, including Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated July 25, 2016, with an effective closing date of July 29, 2016; and

WHEREAS, Article 12 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

WHEREAS, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.

2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

### ASSIGNMENT OF: MATHEWS CONSULTING, INC. TO BAXTER & WOODMAN, INC. Engineering/Professional Services Western Region Operations Center (WROC Contract) (R2014-1764)

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and

duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor or Assignee and that any and all subcontractors, subconsultants and suppliers have been paid or will be promptly paid by Assignee.

b. Assignor and Assignee acknowledge and agree that they are responsible to COUNTY for all work performed under the Agreement and Assignor and Assignee shall indemnify, defend and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.

c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.

d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of July 29, 2016 will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County:	Hassan Hadjimiry, P.E., Assistant Director Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413
Assignor:	Mathews Consulting, Inc. 477 S. Rosemary Avenue, Suite 330 West Palm Beach, FL 33401 Attn: Rene Mathews, P.E., President
Assignee:	Baxter & Woodman, Inc. 8678 Ridgefield Road Crystal Lake, IL 60012

Attn: John V. Ambrose, President

### ASSIGNMENT OF: MATHEWS CONSULTING, INC. TO BAXTER & WOODMAN, INC. Engineering/Professional Services Western Region Operations Center (WROC Contract) (R2014-1764)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date

written above.

## Palm Beach County, Florida, By Its Board of County Commissioners

By:\_

Mary Lou Berger, Mayor

SEAL

ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court

By:\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:\_

COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

CONSULTANT: Baxter & Woodman, Inc. (Assignee)

By: All My Cours D. HAY TIMOW, vice President John V. Ambrose, President

> CORPORATE S E A L

Witness: SON e Print Nam Witness: N **Print Name** 

**CONSULTANT:** Mathews Consulting, Inc. (Assignor) By: Ms. Rene Mathews, P.E. President

CORPORATE SEAL

Untres Witness: ( they MC Print Name Witness: e200 **Print Name** 

### ATTACHMENT 3

## **CONSENT TO ASSIGNMENT**

This Consent to Assignment by and among **MATHEWS CONSULTING, INC.**, a Florida corporation (hereinafter "Assignor"), and **BAXTER & WOODMAN, INC.**, an Illinois corporation (hereinafter "Assignee"), and the Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY"), is made , 2016.

WHEREAS, on May 3, 2011, Assignor entered into a Contract for General Utility, Architectural & Value Engineering Consulting Services (2011 GE Contract) (R2011-0633) (the "Agreement") with COUNTY to furnish professional engineering services; and said Agreement is still active; and

WHEREAS, Assignee has purchased all of Assignor's assets, including Assignor's rights, title, and interests in the Agreement and all amendments thereto via an Asset Purchase Agreement dated July 25, 2016, with an effective closing date of July 29, 2016; and

WHEREAS, Article 7.22 of the Agreement provides for assignment of the Agreement with the consent of the COUNTY; and

WHEREAS, the assignment of this Agreement is in the best interest of the health, safety, and welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. The above recitals are hereby ratified and incorporated herein.

2. Assignee accepts the assignment of the Agreement and agrees to perform each and every obligation of the Assignor under the Agreement and all amendments thereto, from and after the effective date until completion of the work, expiration, or termination of the Agreement pursuant to the terms of the Agreement.

### ASSIGNMENT OF: MATHEWS CONSULTING, INC. TO BAXTER & WOODMAN, INC. General Engineering Services Contract (GE Contract) (R2011-0633)

3. The COUNTY consents to the assignment of the rights, title, interests, obligations, and duties of Assignor as Consultant under the Agreement to Assignee subject to the conditions set forth below:

a. There are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor or Assignee and that any and all subcontractors, subconsultants and suppliers have been paid or will be promptly paid by Assignee.

b. Assignor and Assignee acknowledge and agree that they are responsible to COUNTY for all work performed under the Agreement and Assignor and Assignee shall indemnify, defend and hold COUNTY harmless of and from any and all liabilities, losses, claims or damages which have arisen or may arise in connection with any negligent act, error, or omission, in the performance under the Agreement.

c. Assignee agrees that it will be subject to and abide by all of the terms and conditions of the Agreement, including the amount of remaining compensation to be paid for performance of the services specified in the Agreement.

d. All unpaid amounts due and owing to Assignor under the Agreement including retainage as of the date of July 29, 2016 will be paid to Assignee.

4. All notices required to be given under this Consent to Assignment or under the Agreement shall be mailed to the following:

County:

Hassan Hadjimiry, P.E., Assistant Director Palm Beach County Water Utilities Department 8100 Forest Hill Blvd. West Palm Beach, FL 33413

Assignor:

Mathews Consulting, Inc. 477 S. Rosemary Avenue, Suite 330 West Palm Beach, FL 33401 Attn: Rene Mathews, P.E., President

Assignee:

Baxter & Woodman, Inc. 8678 Ridgefield Road Crystal Lake, IL 60012 Attn: John V. Ambrose, President

### ASSIGNMENT OF: MATHEWS CONSULTING, INC. TO BAXTER & WOODMAN, INC. General Engineering Services Contract (GE Contract) (R2011-0633)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date

written above.

Palm Beach County, Florida, By Its Board of County Commissioners

By:\_

Mary Lou Berger, Mayor

SEAL

ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:\_

COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS:

CONSULTANT: Baxter & Woodman, Inc. (Assignee)

B Couis P. HAUSSAM N, VKO PRESiches John V. Ambrose, President

CORPORATE S E A L

Witness: ndonese Print N Witness: 1n An **Print Name** 

**CONSULTANT:** Mathews Consulting, Inc. (Assignor By: Ms. Rene Mathews, P.E. President

CORPORATE SEAL

Witness: Couthit May itnex Print Name Witness: 8 Print Name

### ATTACHMENT 4

## Corporate Certification

This Certification is made by Baxter & Woodman, Inc., an Illinois Corporation ("B&W") and Mathews Consulting, Inc., a Florida Corporation ("MC") to confirm the merger and acquisition of MC by B&W.

The undersigned, in their capacities as President of B&W and MC, herby certify on behalf of B&W and MC that:

- B&W and MC have entered into an Asset Purchase Agreement (APA) dated July 25, 2016, • with an effective closing date of July 29, 2016.
- Following the date of closing, MC shall operate under the corporate authority of B&W as "Mathews Consulting, a Baxter & Woodman Company", with all MC employees being retained by B&W, and all operations continuing for the engineering business in its normal and customary course of business.

B&W and MC has caused this Certification to be duly executed and delivered in their name and on their behalf on the date set opposite the names below.

BAXTER & WOODMAN, INC.

7-7-6 Date:

John V. Ambrose, P.E., President

MATHEWS CONSULTING, INC.

Date: Rene L. Mathews, P.E., President

## STATE OF FLORIDA COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 26 day of fully, 2016 by Rene Mathews, President of Mathews Consulting, Inc., a Florida corporation, fon behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License and (did/did not) take an oath.

The foregoing instrument was acknowledged before me this 24 day of hely. 2016 by John Ambrose, President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Illinois Driver's License and (did/did not) take an oath.

Signature of person taking Acknowledgement

lotary Public State of Florid M Rebecca Travis 11/12/2017

ATTACHME	NT 5							
ACORD CERTIFICATE OF LIA	ABILITY IN	SURANC	E		MM/DD/YYYY) 3/2016			
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMENI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU	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, th the terms and conditions of the policy, certain policies may require an certificate holder in lieu of such endorsement(s).	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							
PRODUCER Risk Strategies Company	CONTACT NAME: PHONE (A/C, No, Ext);		FAX (A/C, No):					
650 Dundee Road Suite 170	E-MAIL ADDRESS:				NAIC #			
Northbrook IL 60062	INSURER A :Vall		RDING COVERAGE		20508			
INSURED	INSURER B :Cont				20443			
Mathews Consulting,	INSURER C :		·	· · · ·				
a Baxter & Woodman Inc. Company	INSURER D :		· · ·					
477 S. Rosemary Av., #330 West Palm Beach FL 33401	INSURER E :	·····						
COVERAGES CERTIFICATE NUMBER:CL168318	INSURER F:		<b>REVISION NUMBER:</b>	·				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW H INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITIO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAY	AVE BEEN ISSUED N OF ANY CONTRA RDED BY THE POLI	CT OR OTHER CIES DESCRIBE	ed named above for th document with respec d herein is subject to	ст то и	MHICH THIS			
INSR ADDLISUBR LTR TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EF	F POLICY EXP	LIMIT	S	*			
x     COMMERCIAL GENERAL LIABILITY       A     CLAIMS-MADE       x     OCCUR			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000			
x primary/non contributory 6018314414	5/1/201	6 5/1/2017	MED EXP (Any one person)	\$	15,000			
x subj to written contract			PERSONAL & ADV INJURY	\$	1,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$	2,000,000			
POLICY X PRO- JECT LOC			PRODUCTS - COMP/OP AGG	\$ \$	2,000,000			
			COMBINED SINGLE LIMIT (Ea accident)	5 \$	1,000,000			
A ALL OWNED SCHEDULED			BODILY INJURY (Per person)	\$				
AUTOS     AUTOS     6018314364       X     HIRED AUTOS     X     AUTOS	5/1/201	6 5/1/2017	BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$				
X UMBRELLA LIAB X OCCUR			EACH OCCURRENCE	\$	5,000,000			
B EXCESS LIAB CLAIMS-MADE 6018314381	5/1/201	6 5/1/2017	AGGREGATE	\$	5,000,000			
WORKERS COMPENSATION		57172017	X PER OTH- STATUTE ER	\$				
ANY PROPRIETOR/PARTNER/EXECUTIVE			E.L. EACH ACCIDENT	\$	1,000,000			
A (Mandatory in NH) 6018314400 If yes, describe under DESCRIPTION OF OPERATIONS below	5/1/201	6 5/1/2017	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		1,000,000			
B Professional Liability AEH591900841	5/15/201	16 5/01/2017	Per Claim		\$5,000,000			
			Aggregate	:	\$5,000,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sche Re: WUD 14-004. Palm Beach County Board of County	y commissione	rs, a Poli	tical Subdivision		ne State			
of Florida, its officers, employees, & agents are in GL/Auto/Umbrella subject to written contract require				it				
non-contributory subject to written contract. Umbrei				applie	es as			
respect GL/Auto/WC/Umbrella subject to written contr	ract requirin	g same. 30	day notice of car	ıcella	ation			
provided.					-			
CERTIFICATE HOLDER	CANCELLATIC	)N			]			
Palm Beach County c/o Insurance Tracking Services,	SHOULD ANY ( THE EXPIRAT	OF THE ABOVE D ION DATE TH	DESCRIBED POLICIES BE CA EREOF, NOTICE WILL E CY PROVISIONS.					
Inc. (ITS) PO Box 20270 Lang Baagh (D. 20201	AUTHORIZED REPRI	ESENTATIVE						
Long Beach, CA 90801 Michael Christian/JAW								

ACORD 25 (2014/01) INS025 (201401) © 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

ACORD	CERTI	FICATE OF LIA	BILITY INS	URANC		E(MM/DD/YYYY) /3/2016		
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 hold the terms and conditions of the pol certificate holder in lieu of such en	icy, certain	policies may require an e	policy(ies) must be ndorsement. A sta	e endorsed. tement on th	If SUBROGATION IS WAIVE is certificate does not confer	D, subject to rights to the		
PRODUCER		····	CONTACT NAME:					
Risk Strategies Company 650 Dundee Road			PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):			
Suite 170				SURER(S) AFEOI		NAIC #		
Northbrook IL	50062	х. Х	INSURER A :Valley			20508		
INSURED			INSURER B :Contin	ental Cas	sualty Co	20443		
Mathews Consulting,			INSURER C :		· · ·			
a Baxter & Woodman Inc. Co	npany		INSURER D :	•				
477 S. Rosemary Av., #330		,	INSURER E :					
	33401		INSURER F :					
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M. EXCLUSIONS AND CONDITIONS OF SU	IES OF INS REQUIREM Y PERTAIN CH POLICIE	ENT, TERM OR CONDITION I, THE INSURANCE AFFORD S. LIMITS SHOWN MAY HAVE	VE BEEN ISSUED TO OF ANY CONTRACT ED BY THE POLICIE	OR OTHER	Document with respect to D herein is subject to all	WHICH THIS		
INSR LTR TYPE OF INSURANCE	ADDL SUE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
x     COMMERCIAL GENERAL LIABILITY       A     CLAIMS-MADE     x					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000		
x primary/non contributo	v	6018314414	5/1/2016	5/1/2017	MED EXP (Any one person) \$	15,000		
x subj to written contra	~				PERSONAL & ADV INJURY \$	1,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000		
POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$	2,000,000		
						1,000,000		
X ANY AUTO					(Ea accident)  BODILY INJURY (Per person) \$			
A ALL OWNED SCHEDULED AUTOS		6018314364	5/1/2016	5/1/2017	BODILY INJURY (Per accident) \$			
X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE \$ (Per accident) \$			
X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$	5,000,000		
B EXCESS LIAB CLAIMS-M	DE				AGGREGATE \$	5,000,000		
DED RETENTION \$		6018314381	5/1/2016	5/1/2017	s			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					x PER OTH- STATUTE ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	/N N/A				E.L. EACH ACCIDENT \$	1,000,000		
A (Mandatory in NH)		6018314400	5/1/2016	5/1/2017	E.L. DISEASE - EA EMPLOYEE \$	1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000		
B Professional Liability		AEH591900841	5/15/2016	5/01/2017	Per Claim	\$5,000,000		
			-		Aggregate	\$5,000,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VE Re: Western Region Operatio	HICLES (ACO)	 RD 101, Additional Remarks Schedu er (WROC) ; Engineer	ule, may be attached if mo cing Design an	re space is requi d Constru	red) Action Services- WUD	13-053		
CERTIFICATE HOLDER			CANCELLATION					
Palm Beach County c/o Insurance Track Inc. (ITS)	.ng Ser	vices,	THE EXPIRATION ACCORDANCE WI	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE CANCEL REOF, NOTICE WILL BE DI Y PROVISIONS.			
PO Box 20270 Long Beach, CA 908	)1		AUTHORIZED REPRESE		201-11			
			Michael Chris	tian/JAW	M.S Chu	atin .		
ACORD 25 (2014/01)	The A	CORD name and logo ar			ORD CORPORATION. All rig	hts reserved.		

201401)

Name (as shown on your income tax return)

	Baxter & Woodman, Inc.									
ge 2.	Business name/disregarded entity name, if different from above			•						
pa B	Check appropriate box for federal tax			····			Τ			
ns or	classification (required):	Part	nershi	рП	Trus	t/estat	e			
Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ⑦ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► ☐ Other (see instructions) ► Address (number, street, and apt. or suite no.) 8678 Ridgefield Road Check appropriate box for federal tax Check appropriate box for federal tax Classification (C=C corporation, S=S corporation, P=partnership) ► Requester's name and address (option						[	Exe	empt p	oayee	
Prin Ins	Other (see instructions) ►									
- iii	Address (number, street, and apt. or suite no.)	Requester	's nan	ne and	addr	ess (o	ption	al)		
bec	8678 Ridgefield Road									
See <b>S</b>	City, state, and ZIP code									•
Š	Crystal Lake, IL 60012									
	List account number(s) here (optional)									
Par	t I Taxpayer Identification Number (TIN)									
to avo reside entitie	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" id backup withholding. For individuals, this is your social security number (SSN). However, for nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i> page 3.	a	ocial		-	nber	] -			
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	E	mploy	er ide	ntific	ation	numt	er		
numbe	er to enter.	3	6	-	2 8	3 4	5	2	4 :	2
Part	II Certification			L			<u> </u>	L		<b>i</b>

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

Ŀ

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ►	Gaus	M.
	o.o. person -	Jun	

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you mus to this Form W-9. must use the requester's form if it is substantially similar

8/1/2016

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

· An individual who is a U.S. citizen or U.S. resident alien,

A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

An estate (other than a foreign estate), or

Date 🕨

 A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 1-2011)

ACORD <sup>®</sup> C	ERTIF	ICATE OF LIA	BILI		URANC	E		MM/DD/YYYY) 3/2016
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY OI SURANCE ND THE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT CERTIFICATE HOLDER.	Exten Te a c	ID OR ALTI ONTRACT E	ER THE CO BETWEEN T	VERAGE AFFORDED BY HE ISSUING INSURER(S	7 THE 6), AU	POLICIES THORIZED
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endo	r, certain j	policies may require an ei	policy( ndorse	ies) must be nent. A stal	endorsed. ement on th	If SUBROGATION IS WA is certificate does not co	IVED, nfer ri	subject to ghts to the
PRODUCER			CONTAC					
Risk Strategies Company			PHONE (A/C, No	. Ext):		FAX (A/C, No):		
650 Dundee Road			E-MAIL ADDRES	SS:				
Suite 170 Northbrook IL 60	062							NAIC#
INSURED	002				Forge In	sualty Co		20308
Mathews Consulting,			INSURE		encar ca.	Julit Cy 00		
a Baxter & Woodman Inc. Comp	any		INSURE					
477 S. Rosemary Av., #330			INSURE	RE:				
West Palm Beach FL 33			INSURE	RF:				
		E NUMBER:CL1683181				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	т то и	VHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
x COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	6	1,000,000
A CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	6	1,000,000
x primary/non contributory		6018314414		5/1/2016	5/1/2017	MED EXP (Any one person)		15,000
x subj to written contract						PERSONAL & ADV INJURY S		1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC		-				GENERAL AGGREGATE		2,000,000
OTHER:						PRODUCTS - COMPTOP AGG 1		
						COMBINED SINGLE LIMIT	6	1,000,000
A X ANY AUTO						BODILY INJURY (Per person) \$	6	
ALL OWNED SCHEDULED		6018314364		5/1/2016	5/1/2017	BODILY INJURY (Per accident)	6	
X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)		
	<u> </u>					\$		
EXCESS LIAP	_					EACH OCCURRENCE \$		5,000,000
B CLAIMS-MAD		6018314381		5/1/2016	5/1/2017	AGGREGATE		5,000,000
WORKERS COMPENSATION	1 1					X PER OTH-	·	
AND EMPLOYERS' LIABILITY	N/A					E.L. EACH ACCIDENT \$	5	1,000,000
A OFFICER/MEMBER EXCLUDED?		6018314400		5/1/2016	5/1/2017	E.L. DISEASE - EA EMPLOYEE \$	5	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	6	1,000,000
B Professional Liability		AEH591900841		5/15/2016	5/01/2017	Per Claim	:	\$5,000,000
						Aggregate	. :	\$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHI Re: WUD 14-004. Palm Beac of Florida, its officers, em GL/Auto/Umbrella subject to non-contributory subject to respect GL/Auto/WC/Umbrella provided.	h Count ployees written written	y Board of County , & agents are inc contract requirin contract. Umbrell	commi cluded ng san La fol	ssioners l as addi ne. GL/Au lows for	, a Polit tiional i to/Umbre] m. Waiver	ical Subdivision of nsureds as respect la are primary & of subrogation ap	t oplie	es as
CERTIFICATE HOLDER			CANC	ELLATION				
Palm Beach County c/o Insurance Trackin Inc. (ITS) PO Box 20270	-	rices,	THE	EXPIRATION	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE CAI EREOF, NOTICE WILL BE Y PROVISIONS.		
Long Beach, CA 90801	-	•	Micha	el Chris	tian/JAW	MECA	lui	tem
<u> </u>		·	<u></u>		-	ORD CORPORATION. A		
ACORD 25 (2014/01)	The A	CORD name and logo ar	re regis					

ACORD <sup>®</sup> C	ERTI	FICATE OF LIA	BILITY INS	URANC		(MM/DD/YYYY) /3/2016
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder the terms and conditions of the policy	IVELY ( SURANC ND THE is an A	OR NEGATIVELY AMEND, E DOES NOT CONSTITUT CERTIFICATE HOLDER. DDITIONAL INSURED, the	EXTEND OR ALT TE A CONTRACT policy(ies) must be	ER THE CO BETWEEN 1	IVERAGE AFFORDED BY TH THE ISSUING INSURER(S), A IF SUBROGATION IS WAIVED	E POLICIES UTHORIZED
certificate holder in lieu of such endo			ndorsement. A sta	tement on t	ils certificate does not comer	ngnis to the
PRODUCER	Sement	5].	CONTACT			
Risk Strategies Company			NAME: PHONE		FAX (A/C, No):	
650 Dundee Road			(A/C, No, Ext): E-MAIL ADDRESS:			
Suite 170					RDING COVERAGE	NAIC #
	062	· · · · · ·	INSURER A :Valley			20508
INSURED		· · · · · · · · · · · · · · · · · · ·	INSURER B :Contin			20443
Mathews Consulting,			INSURER C :		·	
a Baxter & Woodman Inc. Comp	any		INSURER D :			
477 S. Rosemary Av., #330			INSURER E :		· · · · · · · · · · · · · · · · · · ·	
West Palm Beach FL 33	401		INSURER F :			
COVERAGES CE	RTIFICA	TE NUMBER:CL1683181	71		<b>REVISION NUMBER:</b>	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equiren Pertain	IENT, TERM OR CONDITION I, THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE	OR OTHER	DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SU	BR D POLICY NUMBER	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		6018314414	5/1/2016	5/1/2017	MED EXP (Any one person) \$	15,000
x subj to written contract					PERSONAL & ADV INJURY \$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000
POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG \$	2,000,000
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$	1,000,000
ALL OWNED SCHEDULED		6018314364	5/1/2016	5/1/2017	BODILY INJURY (Per accident) \$	
X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE \$	
					\$	
X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$	5,000,000
B EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	5,000,000
DED RETENTION \$		6018314381	5/1/2016	5/1/2017	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT \$	1,000,000
A (Mandatory in NH)	1	6018314400	5/1/2016	5/1/2017	E.L. DISEASE - EA EMPLOYEE \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$	1,000,000
B Professional Liability		AEH591900841	5/15/2016	5/01/2017	Per Claim	\$5,000,000
j .					Aggregate	\$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Western Region Operations Center (WROC); Engineering Design and Construction Services- WUD 13-053						
CERTIFICATE HOLDER			CANCELLATION			
Palm Beach County c/o Insurance Trackin Inc. (ITS)	g Ser	vices,	SHOULD ANY OF	DATE THE	ESCRIBED POLICIES BE CANCEL EREOF, NOTICE WILL BE DE EY PROVISIONS.	
PO Box 20270			AUTHORIZED REPRESE	NTATIVE	······································	2
Long Beach, CA 90801					MB Chu	·
			Michael Chris			
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name and logo are registered marks of AC ORD

# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS

# **Detail by Entity Name**

### **Foreign Profit Corporation**

BAXTER & WOODMAN, INC.

## **Filing Information**

Document Number	F16000002059
FEI/EIN Number	36-2845242
Date Filed	05/02/2016
State	IL
Status	ACTIVE

## Principal Address

8678 RIDGEFIELD ROAD CRYSTAL LAKE, IL 60012

### Mailing Address

8678 RIDGEFIELD ROAD CRYSTAL LAKE, IL 60012

## Registered Agent Name & Address

AMBROSE, JOHN V 477 S ROSEMARY AVENUE SUITE 330 WEST PALM BEACH, FL 33401-5798

# Officer/Director Detail

Name & Address

Title CP

AMBROSE, JOHN V 7300 BRAE COURT GURNEE, IL 60031

Title VCVP

HAUSSMANN, LOUIS D 104 S OAK STREET CRYSTAL LAKE, IL 60014

Title DVP

WOLD, DEREK J 12809 WEXFORD DRIVE PLAINFIELD, IL 60585

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=Entity... 8/3/2016

Page	2	of 2	
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Title DSVP		(	
FINN, DEBORAH 8700 SHADE TREE CIRCLE LAKEWOOD, IL 60014			
Title TVPD			
SOSNOWSKI, CHRISTOPHER T 4216 BELSON LANE CRYSTAL LAKE, IL 60014	•		
Annual Reports			
No Annual Reports Filed			
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	State of Florida, Department of	State	

http://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=Entity... 8/3/2016

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(Business Entity Name) (Document Number) tified Copies Certificates of Status pecial Instructions to Filing Officer:	TE MAY -2 AN II: 17 SECRETARY OF STATE TALLAHASSEE FLORIDA
Office Use Only	NU OF SHE
Childe Use Only	J. HARRIS

## **COVER LETTER**

TO: Registration Section Division of Corporations

SUBJECT: \_\_\_\_\_Baxter & Woodman, Inc.

### Name of corporation - must include suffix

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," or "Certificate of Good Standing" and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following: John V. Ambrose

	Name of Pe	rson
Baxter & Woodman, Inc.		
	Firm/Compa	ny
8678 Ridgefield Road		
	Address	
Crystal Lake, IL 60012		
	City/State and	Zip code
jambrose@baxterwoodman.com		
E-mail address For further information concerning this m		future annual report notification) I:
		• /
For further information concerning this m	natter, please cal 815	l:
For further information concerning this m John V. Ambrose Name of Person	atter, please cal 815 at () Area Code	444-3274 Daytime Telephone Number
For further information concerning this m	atter, please cal 815 at () Area Code	444-3274
For further information concerning this m John V. Ambrose Name of Person STREET/COURIER ADDRES Registration Section Division of Corporations	atter, please cal 815 at () Area Code	444-3274 Daytime Telephone Number MAILING ADDRESS: Registration Section Division of Corporations
For further information concerning this m John V. Ambrose Name of Person STREET/COURIER ADDRES Registration Section	atter, please cal 815 at () Area Code	444-3274 Daytime Telephone Number MAILING ADDRESS: Registration Section

Enclosed is a check for the following amount:

\$70.00 Filing Fee

\$78.75 Filing Fee & Certificate of Status \$78.75 Filing Fee & Certified Copy \$87.50 Filing Fee, Certificate of Status & Certified Copy

## APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT **BUSINESS IN FLORIDA**

## IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

Baxter & Woodman, Inc. 1.

(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp," "Inc," "Co," or "Corp.")

(If name unavail	able in Florida, enter alternate corporate name	e adopted for the purpose of transactin	g business in Florida)
Illinois 2.	3	362-84-5242	
(State or count	ry under the law of which it is incorporated)	(FEI number, if ap	plicable)
November 20,	1975		
4(Date	5 of incorporation)	(Date of duration, if other	than perpetual)
6			
	(Date first transacted business	in Florida, if prior to registration)	
		1502, F.S., to determine penalty liabili	ty)
	Road, Crystal Lake, IL 60012		
		ipal office address)	
	(Current mail	ing address, if different)	ALL SIM
8. Name and <u>stree</u>	et address of Florida registered agent: (P. John V. Ambrose	O. Box <u>NOT</u> acceptable)	INAT -2
Name:	John V. Ambrose		EIG H
Office Address:	477 S. Rosemary Avenue Suite 330		FSTA
	West Palm Beach	33401-5798 , Florida	
	(City)	(Zip code)	

## 9. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

10. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

11. Names and business addresses of officers and/or directors:

<b>A</b> .	DIF	REC	ТO	RS

Chairman	John V. Ambrose	-		
Address:	7300 Brae Court, Gurnee, IL 60031		· · ·	

 Louis D. Haussmann

 Vice Chairman:

 104 S. Oak Street, Crystal Lake, IL 60014

 Address:

Director:	Derek J. Wold
Address:	12809 Wexford Drive, Plainfield, IL 60585
Director:	Deborah Finn

	8700 Shade Tree Circle, Lakewood, IL 60014
Address:	

### **B. OFFICERS**

Address:

12.

1

D. OFFI	CERS	
President:	John V. Ambrose	
Address:	7300 Brae Court, Gurnee, IL 60031	
	·	
Vice Presi	Louis D. Haussmann Derek J. Wold	
Address:	104 S. Oak Street, Crystal Lake, IL 60014	
	12809 Wexford Drive, Plainfield, IL 60585	HAS
Secretary:	Deborah Finn (also a Vice President)	
-	8700 Shade Tree Circle, Lakewood, IL 60014	

Treasurer:

Address: 4216 Belson Lanc, Crystal Lake, 1L 60014

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

# Signature of Director or Officer

. ...

The officer or director signing this document (and who is listed in number 11 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

13. John V. Ambrose

(Typed or printed name and capacity of person signing application)



# To all to whom these Presents Shall Come, Greeting:

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of* 

## Business Services. I certify that

BAXTER & WOODMAN, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 20, 1975, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 22ND day of MARCH A.D. 2016 .

Desse White

SECRETARY OF STATE

Authentication #: 1608201080 verifiable until 03/22/2017 Authenticate at: http://www.cyberdriveillinois.com

# NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All firms doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a firm does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such firm shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

### Check one:

() Firm hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Firm hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

### OR

 $\langle X \rangle$  Firm hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

### OR

() Firm hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Firm hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

### NOTE:

Firm's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County, with the information set forth above; will render Firm non-responsive.

Firm shall notify Palm Beach County in the event it no longer maintains a written or non-written nondiscrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

## FIRM:

Company Name :	Baxter + Woodman	, Inc
Signature:	In V. Ampose	Date: 8/9/2016
Name (type or print) : _	John V. Ambrose	
Title:	President/CEO	

NDP-1

### 2 EMPLOYMENT POLICIES AND ADMINISTRATION

### 2.1 Equal Employment Opportunity

It is the policy of B&W to provide equal employment opportunity to qualified applicants and employees without regard for their race, color, religion, sex, marital status, age, sexual orientation, national origin, handicap and/or disability or any other basis prohibited by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at B&W will be based on merit, qualifications, abilities, effort and contributions to the company's goals and objectives. It is the responsibility of each individual employee to embrace diversity and be professional and respectful of others, regardless of the situation or circumstance.

The Company will make reasonable accommodations for qualified individuals with known disabilities so that they can perform the essential functions of their jobs unless doing so would result in an undue hardship to B&W. Such individuals are encouraged to discuss their need for a reasonable accommodation with a member of Human Resources.

This policy governs all aspects of employment, including, but not limited to: selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of Human Resources or to a member of management with whom he/she feels comfortable discussing the complaint. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any unlawful discrimination will not be tolerated and will be dealt with accordingly by corrective counseling and/or suspension without pay or termination depending on the severity of the violation. (See also Harassment Prevention Policy 2.3)

### 2.1.1 Background Verification

B&W values its employees, customers, contractors, and visitors and recognizes the need to promote a safe and secure workplace that reflects B&W's values and high level of integrity. Also, for security reasons, B&W is occasionally asked to complete background verifications for its employees, temporary placements, and contractors performing work for clients. To achieve these goals, B&W may request a background check for a candidate as part of the employment application process and may also review an employee's background on an annual basis during employment.

### 2.2 Fair Treatment

Every person has the right to discuss work-related problems with his or her employer. Management will attempt to understand these problems, and try to resolve them in a satisfactory manner.

Baxter & Woodman, Inc. Policies Manual

LATEST REVISION 02/16 Page 2-1