



March 15, 2019

Mr. Vydas Juskelis, P.E., Public Works Director
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

Attention: Mr. Kevin L. Mantels, Senior Engineering Assistant

Re: Agreement for Design Services, Bidding-Related Services, and Loan Application Services
Charles Avenue Improvement Project

This is an Agreement between the Village of Villa Park, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Design Services, Bidding-Related Services, and Loan Application Services (Services) for the Charles Avenue Improvement project. This Agreement shall be in accordance with the following elements.

Background

This project entails engineering design services, preparation of construction permit applications, and loan application assistance for improvements to Charles Avenue between St. Charles Road and Oak Street. The improvements consist of complete roadway reconstruction, new 8-inch-diameter water main, combined sewer separation, combined sewer rehabilitation, and sanitary service lateral rehabilitation.

Roadway reconstruction includes new curb and gutter, driveway aprons, and new pavement structure based on geotechnical investigations and recommendations. Existing damaged sidewalk will be removed and replaced as directed by OWNER. Other sidewalks will be removed and replaced as directed by OWNER based on its 50-50 sidewalk program. New water main includes abandonment of the existing water main and replacement of water services and curb stops in boxes at the edge of the right-of-way (ROW). Combined sewer separation shall be designed as recommended for Charles Avenue in OWNER's *Comprehensive Flood Plan Storm Sewer System Analysis* (Storm Sewer Analysis) dated June 2015 and based on a feasibility study by ENGINEER. OWNER shall provide the XP-SWMM model used in the Storm Sewer Analysis for use in the storm sewer design. New sump pump laterals that connect to the new storm sewer with backflow preventers will be included as directed by OWNER based on resident commitments. Combined sewer and sanitary service lateral rehabilitation will be based on sewer televising provided by OWNER.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Design Services

1. Attend one project kickoff meeting with OWNER to discuss project scope and schedule, design standards, and gather supporting information such as public utility and plat mapping, existing

Village of Villa Park
Page 2
March 15, 2019

- roadway and utility engineering drawings, stormwater and combined sewer hydraulic modeling, and combined sewer televising. Create and distribute meeting minutes from the kickoff meeting.
2. Communicate with SEECO Consultants, Inc. for geotechnical sampling and reporting. A total of four soil borings and four pavement cores are included. Soil sampling and testing will include analysis for Clean Construction or Demolition Debris certification by the geotechnical engineer. SEECO's proposal is included as Exhibit A.
 3. Correspond with utilities through the J.U.L.I.E to mark private utilities along the corridor.
 4. Perform a site topographic survey of the project corridor from St. Charles Road to Oak Street, including the roadway ROW, up to 25 feet outside the ROW, and up to 50 feet outside the ROW at intersections. Data collection will include observation of existing manhole and valve vault structures and preparation of condition forms provided by OWNER.
 5. Review the visual condition of existing water valve vaults and combined sewer structures and provide potential alternatives for rehabilitation and/or replacement.
 6. Perform a site walkthrough with OWNER's representatives to review the new water main routing, new storm sewer routing, and existing features for removal or avoidance.
 7. Perform a site walkthrough to review existing sidewalk removal and replacement as defined by OWNER. Incorporate replacement of sidewalk into the drawings.
 8. Design up to 10 intersection corner replacement sidewalk curb ramps to be Americans with Disabilities Act compliant. Incorporate each curb ramp into the drawings as a detail with layout information.
 9. Review televising of combined sewer and sanitary sewer service laterals provided by OWNER. Up to 1,300 feet of combined sewer and 42 sanitary sewer service laterals from the sewer main to the ROW are anticipated. Based on the televising, evaluate existing sewer and lateral potential deficiencies and rehabilitation. Summarize findings in a brief report to OWNER.
 10. Review existing hydraulic modeling (XP-SWMM) for Charles Avenue provided by OWNER and review stormwater conditions based on the improvements identified for Charles Avenue in the Storm Sewer Analysis under conditions with and without the proposed 0.90 acre-feet of storage. Prepare up to two alternatives for storm sewer design. Prepare a brief report for up to three scenarios with identification of flood level of protection with respect to storm frequency and opinion of probable construction cost (OPCC) for each alternative. Prepare combined sewer separation design for the alternative selected by OWNER.
 11. Develop preliminary drawings for proposed roadway, water main, and combined sewer improvements and submit to OWNER for review. Water main design anticipates replacement of water services and curb stops in boxes up to the location of existing valve boxes and does not include replacement of water services past the ROW or into homes. If lead services exist, coordination for replacement between the new valve box and the home shall be the responsibility of OWNER and is not included in this Agreement.
 12. Attend one preliminary engineering meeting with OWNER to discuss comments and review final design parameters. Prepare and distribute meeting minutes from the meeting.

Village of Villa Park
Page 3
March 15, 2019

13. Develop 75 percent drawings using MicroStation in 20 scale, technical specifications, OPCC, and disposition to OWNER's preliminary drawings comments, and submit to OWNER for review. Meet with OWNER to review comments. Include a breakdown of pay items, quantities, and the Village's respective funding source as identified in the Village's Capital Improvement Program budget for the project in the OPCC. Prepare and distribute meeting minutes from the meeting.
14. Develop 95 percent Bidding Documents, OPCC, and disposition to OWNER's 75 percent submittal comments, and submit to OWNER for review. Bidding and Contract Documents will use the Illinois Department of Transportation's (IDOT) Bureau of Local Roads forms in Motor Fuel Tax (MFT) format and will be supplemented with Illinois Environmental Protection Agency (IEPA) required documentation for funding under the State Revolving Loan Fund. Prepare the bid certification form. Meet with OWNER to review the documents. Prepare and distribute meeting minutes from the meeting.
15. Submit drawings and specifications to permitting agencies along with permit applications. Services include submittal of 95 percent documents with permit applications. The following permit applications are anticipated.
 - a. IEPA Permit to Construct and Operate for the new water main. It is possible an IEPA permit will not be required for the combined sewer separation, but services are included for this possibility.
 - b. Salt Creek Sanitary District (combined sewer separation).
 - c. IEPA Construction Stormwater Notice of Intent.
16. Develop final Bidding Documents consisting of OWNER's front end Bidding and Contract Documents within IDOT's standard MFT documents, drawings, technical specifications, OPCC, and disposition to OWNER's 95 percent submittal comments addressing permit agency comments as appropriate.
17. Prepare documents using IDOT's Bidding and Contracting Documents with required IEPA loan funding documents and provide to OWNER for OWNER to advertise and bid as a single project. Bidding Documents will be provided to OWNER in portable document format. Provide MicroStation base files and drawings in CAD format. Provide the OPCC in Microsoft Excel format.

Bidding-Related Services

1. Provide Advertisement to Bid to OWNER for OWNER to publish. OWNER shall distribute Bidding Documents.
2. Respond to bidder questions during bidding period. Prepare and distribute addenda as necessary for the project.
3. Review and tabulate each project's bids received by OWNER and assist OWNER in award of the project.
4. Prepare three sets of Contract Documents for signature.

Village of Villa Park
Page 4
March 15, 2019

Loan Application Assistance Services

1. Assist OWNER in submittal of a Water Pollution Control Loan Program (WPCLP) application to the IEPA for combined sewer improvements based on the Project Plan and Funding Nomination previously submitted by OWNER. In development of the application, OWNER shall be responsible for the financial reporting, user charge, and Operation, Maintenance, and Revenue certification.
2. Supplement Bidding and Contract Documents with IEPA-required documentation for funding under the State Revolving Loan Fund and prepare the bid certification form.
3. Submit final bids and bidding certification documents to IEPA following OWNER's receipt of a Letter of Commitment from IEPA. Communicate with IEPA, OWNER, and contractor to obtain final loan approval. Communication shall consist of a maximum of 40 hours. Any additional communication will require an amendment to this Agreement.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they shall be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Archaeological or Botanical Investigations: Strand will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate Agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate Agreement with OWNER.
4. Flood Studies: Any services involved in performing floodplain and floodway studies, if required, will be provided through a separate Agreement with OWNER.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, and/or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate Agreement with OWNER.
6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of Service by Strand will be provided through a separate Agreement with OWNER.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through a separate Agreement with OWNER.
8. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes

Village of Villa Park
 Page 5
 March 15, 2019

or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate Agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee not to exceed \$173,200. It is estimated that 10 percent of the design engineering fee is associated with new water main design, drawings, and permits and will not be eligible for reimbursement under the IEPA Water Pollution Control Loan Program. See Exhibit B for IEPA form required for design services to be eligible for IEPA loan reimbursement.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Expenses incurred for subconsultants will be billed at actual cost plus 15 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of March 25, 2019, and will be completed in accordance with the following milestones.

Submit preliminary engineering drawings for OWNER review	June 14, 2019
Submit 75 percent complete drawings, technical specifications, and OPCC for OWNER review	July 19, 2019
Submit 95 percent complete drawings, technical specifications, and OPCC for OWNER review	August 30, 2019
Submit Bidding Documents to IEPA for review and comment	August 30, 2019
Advertise to bid	October 31, 2019
Bid opening	December 17, 2019
Review and submit bid certification documentation and Notice of Intent to Award	January 3, 2020
Loan commitment from IEPA	March 10, 2020

Village of Villa Park
 Page 6
 March 15, 2019

Notice of Award Project	March 10, 2020
Notice to Proceed	March 25, 2020
Services are scheduled for completion	June 30, 2020

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Provide the front-end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Village of Villa Park
Page 7
March 15, 2019

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before

Village of Villa Park
Page 8
March 15, 2019

the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Audit, Access to Records

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities for such access and inspection shall be provided.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Disclosure of all information and reports resulting from access to records shall be provided to the Agency. The auditing agency will afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of Services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

Village of Villa Park
Page 9
March 15, 2019

Covenant Against Contingent Fees

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Utilization of Women and Minority Businesses

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the WPCLP rules. As required by the award conditions of United States Environmental Protection Agency's Assistance Agreement with the Illinois Environmental Protection Agency, ENGINEER acknowledges that the fair share percentages are 5 percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or other legally available remedies.


IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

VILLAGE OF VILLA PARK


Matthew S. Richards
Corporate Secretary

Date


Rich Keehner, Jr.
Village Manager

4-10-19
Date

Construction Monitoring &
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &
Evaluation

SEECO Consultants Inc.
CONSULTING ENGINEERS

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation
Condition Surveys

Dams and Drainage Studies

February 15, 2019

Mr. Marc Grigas, P.E.
Strand Associates
1170 S. Houbolt Rd.
Joliet, IL 60431

REVISED PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Charles Ave. Reconstruction, Villa Park, IL

Dear Mr. Grigas:

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have visited the site. The proposal has been based upon our discussions. The project is a locally funded project and the limits are from St. Charles Road to Oak Street (1300 ft.)

The scope of work SEECO is prepared to undertake is as follows:

- The field exploration will include four (4) borings, two to 20' and two to 15' and four (4) pavement cores to 5'. The borings will include pavement cores and will encompass proposed storm sewer installation and pavement improvements. The borings will be located in general accordance with the site plans provided and may be offset as required to facilitate access. Borehole depths will be to stated depths or auger/spoon refusal, whichever is achieved first. Elevations will be interpolated from plans provided to us.
- Since Due Diligence indicates that part of the site is adjacent to commercial properties, representative soil samples will be collected and field screened for the presence of volatile organic vapors utilizing a photoionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons and deleterious materials. One (1) sample collected will be chemically analyzed by an Environmental Laboratory for some or all of the following parameters: pH, VOCs, SVOCs, and 8 RCRA Metals. If chemical analysis results indicate no contamination above MAC objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. One LPC 663 Form will be prepared.
- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength will be performed on all samples.

REVISED PROPOSAL AND CONTRACT

Subsurface Exploration, Laboratory Testing and
Geotechnical Engineering and Analysis for the
Charles Ave. Reconstruction, Villa Park, IL

February 15, 2019


Page 2

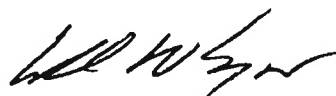
- Upon completion of the field exploration and laboratory testing a written Geotechnical Report will be prepared under the direction of a Registered Professional/Structural Engineer of Illinois. The report will encompass the encountered subsurface soil conditions, existing pavement cross sections, encountered topsoil thickness and unsuitable materials, laboratory data, encountered groundwater elevations and general construction considerations. Boring logs will be prepared in lieu of profile drawings. An IDOT RGR format is not required. JULIE will be contacted. SEECO is not responsible for mismarked or unmarked utilities. Assumes all drilling locations will be accessible to a truck mounted drill rig unless otherwise stated.
- Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. Preparation of LPC 662 or 663 Forms and performance of environmental chemical analysis is no guarantee that material will be accepted by landfills or CCDD facilities. Landfill acceptance chemical testing is not included.

The estimated costs for these services are \$8,230.00. Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required due to soil conditions will be charged at \$30.00/lin.ft. Approval will be obtained prior to initiating additional work, if any. We will proceed with the work as outlined after we receive an approved executed sub-consultant agreement from Strand Associates, Inc. If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,
SEECO Consultants, Inc.


Donald C. Cassier
Director of Field Services


Collin W. Gray, S.E., P.E.
President



EPA Project Control Number

United States Environmental Protection Agency
Washington, DC 20460

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from coverage by any department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal, State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Matthew S. Richards, Corporate Secretary

Typed Name & Title of Authorized Representative

Matthew S. Richards

Signature of Authorized Representative

5/18/19

Date

I am unable to certify to the above statements. My explanation is attached.