

AGREEMENT

BETWEEN

VILLAGE OF VILLA PARK, ILLINOIS

AND

RJN GROUP, INC.
WHEATON, ILLINOIS

THIS AGREEMENT dated ~~JUNE 10TH~~, 2019 by and between the Village of Villa Park, Illinois, hereinafter called OWNER and RJN GROUP, INC., with an office in Wheaton, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as **2019 Sanitary Sewer Rehabilitation Program, Bidding Services, Construction Observation and Loan Assistance Proposal**

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule.

The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the

AGREEMENT (Cont.)

work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Attachment A "Schedule of Services" is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to the ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed aforesaid amounts without prior authorization by the OWNER.

If the OWNER objects to all or any portion of an invoice, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing. Until said appeal is resolved, or clarification is issued, no interest will accrue. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof.

Section V - Services to be Provided by the OWNER

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimized the consequences of a defect.

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D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost of \$113,841. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services, and as further described in Attachment A.

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Construction Cost and Opinions of Cost

- A. The ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, and, in recognition of that fact, the OWNER waives any claim against the ENGINEER relative to the accuracy of the ENGINEER's opinion of probable construction cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

AGREEMENT (Cont.)

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service shall remain the property of the OWNER. The ENGINEER shall retain these records for a period of five (5) years following submission of his or her report, during which period they will be made available to the OWNER at all reasonable times.

If the OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by contractors. In performance of this work, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable standards of practice, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

E. Buried Utilities and Subsurface Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

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The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

F. Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by the ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project and ENGINEER shall retain an interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

G. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services

AGREEMENT (Cont.)

rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination and post-termination activities. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed. The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

H. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Illinois, DuPage County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties.

I. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration

AGREEMENT (Cont.)

whichever is mutually agreed upon by OWNER and ENGINEER.

K. Audit and Access to Records

ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance of Water Pollution Control Loan Program (WPCLP) loan work under this agreement in accordance with generally accepted accounting principles. The Illinois Environmental Protection Agency (Agency) or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities shall be provided for access and inspection.

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

All information and reports resulting from access to records pursuant to the above paragraphs shall be disclosed to the Agency. The auditing agency shall afford the 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 shall include the written comments, if any, of the audited parties.

Records under the above paragraphs shall be maintained and made available during performance of project services under this agreement and for 3 years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 365.650 (Disputes) of Title 35 of the Illinois Administrative Code, litigation, the settlement of claims arising out of project performance, costs or items to which an audit exception has been taken shall be maintained and made available for 3 years after the resolution of the appeal, litigation, claim or exception.

L. Covenant Against Contingent Fees

The 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 to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage or contingent fee.

M. Non-Discrimination Clause

Consultant (ENGINEER) or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor or subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under the WPCLP. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

AGREEMENT (Cont.)

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this 10TH
day of JUNE, 2019.

For the OWNER:

Albert Bulthuis
Name
ALBERT BULTHUIS
Printed
PRESIDENT
Title

ATTEST:

Annika Krzywicki

For the ENGINEER:

RJN GROUP, INC.

Michael N. Young

Name

Michael N. Young P.E.

Printed

Senior Vice President

Title

Attachment A – RJN Proposal dated May 9, 2019

May 9, 2019

Mr. Rich Salerno
Deputy Director of Public Works
20 S. Ardmore Avenue
Villa Park, Illinois 60181

**SUBJECT: 2019 SANITARY SEWER REHABILITATION PROGRAM
BIDDING SERVICES, CONSTRUCTION OBSERVATION, AND LOAN
ASSISTANCE PROPOSAL**

Dear Mr. Salerno:

It is our pleasure to provide the following services in connection with 2019 Sanitary Sewer Rehabilitation Program

This work comprises approximately 22,000 linear feet of CIPP lining, four (4) point repairs, rehabilitation of 30 manholes and grouting of 100 lateral connections. There is also a short directional drilled service, two T-liners and the provision of additional lining by means of an Alternate Bid.

PROPOSED SCOPE OF WORK

Our proposed scope of services is as follows:

1. Bidding Services
 - a. Provide Bidding Assistance, respond to Contractors' questions, issuance of Addenda as necessary, attendance at pre-bid meeting and bid opening, bid tabulation and recommendation of award letter (including reference checks as needed)
 - b. Submit Contractor Bid package to IEPA for review, IEPA Bid Checklist, and communication as needed
 - c. Submit Consultant's checklist to IEPA, Consultant's executed non-debarment form, and letter of no sub-consultant participation in resident engineering services.
 - d. Prepare Provisional Notice of Award
 - e. Prepare Notice of Award
2. Pre-Construction Assistance:
 - a. Attend preconstruction meeting. Prepare and distribute meeting minutes.
 - b. Review Contractor's shop drawings, insurance documents, traffic control plans, pre-construction surface videos, and construction phasing.
3. Complete pre-lining TV to verify that pipe segments are suitable for lining without additional point repairs. Complete post-lining TV review to ensure that all lining has been completed as specified and that the correct services have been reinstated. (Coordination with the Village will be required to ensure that only live laterals are reinstated.) Review of

lateral televising inspection to ensure T-liner can be installed, and post installation to confirm the installation is in accordance with specifications.

4. Part-time and full-time resident engineering services as follows:
 - a. Full time services (up to 212 hours): point repairs, directional drill, manhole rehabilitation in backyard, T-lining and any grouting requiring access to backyard manholes (11 locations)
 - b. Part-time services (up to 196 hours): CIPP Lining, and lateral grouting on Ardmore, manhole rehabilitation (excluding those in the backyard).
5. Provide documentation of the construction activities, including maintaining a daily project journal and taking digital photographs of all phases of the project, taking measurements for all quantities installed.
6. Provide periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.
7. Attendance at project management and progress meetings
8. Provide Contract management, including review of Contractor's payment requests, preparation of change orders (including documentation required by IEPA and permission requests to IEPA), and coordination of Contract closeout. Management of Contractor's payment requests shall include confirmation of quantities of work completed to date, trailing waivers review, and certified payrolls evaluation to ensure that the rates are in compliance with Davis Bacon or Illinois Prevailing wage rates, whichever are the higher. RJN will store these records during the project and will provide them to the Village at the end of the project for safekeeping in accordance with IEPA loan regulations. RJN will also interview field personnel from the Contractor and sub-contractors during the Contract to ensure that rates being reported on the certified payrolls match those being paid to their personnel.
9. Prepare submissions to IEPA for reimbursement of construction expenditures. (RJN will prepare the outline documentation however additional assistance will be required by the Village, specifically the Finance Department)
10. Provide final reconciliation change order of Contract quantities to assist in Contract close-out with IEPA
11. Final site confirmation survey and preparation of record drawings
12. Provide general project management throughout the duration of the project, including coordination as needed with the Village of Lombard, Willowbrook High School, Schafer Elementary in Lombard and residents. Provide an updated GIS layer of the lined sewers.

Mr. Rich Salerno
May 9, 2019
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SCHEDULE

The schedule for this project will be set by the Contractor in compliance with the Contract Documents. Construction is anticipated to commence after August 1, 2019

PROPOSED FEE

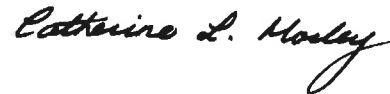
The proposed scope of services will be invoiced on a time and material basis using the enclosed fee schedule with a not-to-exceed maximum billing of \$113,841

We appreciate the opportunity to continue providing the City with professional services on this important project. If you have any questions, please feel free to contact me at 630-682-4700 x314.

Sincerely,
RJN Group Inc.



Michael N. Young, P.E.
Principal



Catherine L. Morley P.E.
Senior Project Manager

ENCLOSURES:

Estimate of Effort
Rate Schedule

2019 Schedule of Rates

	Classification	2019 Rates
PD	Project Director	\$240.00
SPM	Senior Project Manager	\$188.00
PM	Project Manager	\$165.00
SPE	Senior Project Engineer	\$135.00
PE	Project Engineer	\$120.00
CM	Construction Manager	\$130.00
CO	Construction Observer	\$115.00
DG	Data Group	\$110.00
ET	Engineering Technician	\$105.00
SGIS	Senior GIS Technician	\$105.00
GIS	GIS Technician	\$95.00
DT	Data Technician	\$80.00
FM	Field Manager	\$88.00
FT	Field Technician	\$72.00
CL	Clerical	\$72.00

VILLAGE OF VILLA PARK																	
2019 SEWER REHABILITATION RESIDENT ENGINEERING SERVICES																	
Task No.	Task Description	240	188	165	135	130	120	115	105	105	95	72	72	Total	Labor	Mileage	Total
		PD	SPM	PM	SPE	CM	PE	CO	ET	SGIS	GIS	FT	CL	Hours	Cost	Costs	Cost
Construction Engineering Services																	
1001	Bidding Services and Bid Package Submission to IEPA		14		10	8	32		8		8		8	88	\$11,038	\$50	\$11,088
1002	Prepare Contracts, Pre-construction Meeting, and Minutes	1	8		4	4	8						4	29	\$4,052	\$50	\$4,102
1003	Shop Drawing Review		2				4		8				4	18	\$1,984		\$1,984
1004	TV Submittals Review (pre and post)		5			8	40		40	4		24	8	129	\$13,704		\$13,704
1005	Field Observation (full and part-time)		8			200		200						408	\$50,504	\$1,875	\$52,379
1006	Project Management and Progress Meetings	4	20		20	16	8							68	\$10,460	\$100	\$10,560
1007	Pay requests, Change Orders and IEPA submissions, Reconciliation CO		20		24	8	32		16	4			8	112	\$14,556		\$14,556
1008	Record Drawings		4		4		16			16			8	48	\$5,468		\$5,468
Hours Sub-Total		5	81	0	62	244	140	200	72	24	8	24	40	900			
																TOTAL	\$113,841

Note: Mileage is an estimate and charged at the 2019 IRS rate of \$0.58/mile



L17-5154

SRF Project Number

United States Environmental Protection Agency
Washington, D.C. 20460
**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment 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 or 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 or 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 for cause or default.

I understand that a false statement on this certification may be grounds 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 of up to \$10,000 or imprisonment for up to 5 years, or both.

Michael N. Young P.E. Senior Vice President

Typed Name and Title of Authorized Representative

Michael N. Young
Signature of Authorized Representative

5/10/19
Date

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