

COPY 1
Executed

TOWN OF ANDOVER

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

DATE: 10/3/2025

This Contract is entered into on, or as of, this date by and between the Town of Andover (the "Town"), and

IMEG Consultants Corp.
130 West Broadway
Boston, MA 02127

1. This is a Contract for the procurement of the following: **Sanborn Elementary School Playground, Phase 1**. Please see submitted proposal dated August 12, 2025 which is incorporated into this Contract.
2. The Contract price to be paid to the Contractor by the Town of Andover is: **\$43,000.00**.
3. Payment will be made as follows: Payment within 30 days of detailed invoice.
4. Definitions:
 - 4.1 Acceptance: All Contracts require proper acceptance of the described deliverables or services by the Town of Andover. Proper acceptance shall be understood to include inspection of deliverables and certification of acceptable performance for services by authorized representatives of the Town to ensure that the deliverables or services are complete and are as specified in the Contract.
 - 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, Request for Qualifications, Scope of Services, and all Addenda. The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of this Contract is to include all labor and materials, equipment, and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The “other party” to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the Contract. Use of the term “Contractor” shall be understood to refer to any other such label used. In the performance of service under this Agreement, the Contractor acts always as an independent contractor. There is no relationship of employment or agency between the Town, on the one hand, and the Contractor on the other, and neither party shall have or exercise any control or direction over the method by which the other performs its work or functions aside from such control or directions as provided in this Contract which the parties view as consistent with their independent contractor relationship.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, Materials, or other Deliverables.
- 4.6 SubContractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before **December 31, 2025**, unless extended pursuant to a provision for extension contained in the Contract documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. The time limits stated in the Contract documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties, or other charges. When the amount of the accountant’s certification of available funds is less than the face amount of the Contract, the Town shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination:

a. Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the best interests of the Town by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

b. For Cause. If the Contractor is determined by the Town to be in default of any term or condition of Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

c. Default. The following shall constitute events of a default under the Contract:

- 1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal and/or state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Andover shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate,

or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state, and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state, or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

General Laws Chapter 7, Sections 38A ½ - O: Designer Selection

10.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and Towns, such law or regulation shall control.

10.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising therefrom.

10.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of Andover, and its duly

appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

10.5 Any changes to the Scope of Services or contract price shall be made only by a written contract amendment executed by the Town and the Contractor.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Discrimination

The Contractor will conduct the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

14. Assignment:

Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Town Manager or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

16. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contractor executes the Contract. This Contract shall not be enforceable against the Town of Andover unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall comply with the provisions of the General Laws, Chapter 181, Section 3, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

17. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Andover shall be individually or personally liable on any obligation of the Town under this Contract.

18. Indemnification:

The Contractor shall indemnify, defend, and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments recoverable under applicable law (including reasonable attorneys' fees) incurred by, brought or recovered against them to the extent caused by the services being performed or to be performed, and out of any negligent act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The existence of insurance shall in no way limit the scope of the Contractor's indemnification under this

contract. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this Contract.

19. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy, and use of confidential data.

A hard copy and an electronic copy (if requested by the Town) of Contractor's drawings, plans, specifications, and other similar documents, whether in written, graphic, or electronic form, shall be delivered to the Town. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

The Town shall have unlimited rights, for the benefit of the Town, in all drawings, designs, specifications, notes and other work developed in the performance of this contract including the right to use same on any other Town projects without additional cost to the Town; and with respect thereto the Contractor agrees and hereby grants to the Town an irrevocable royalty-free license to all such data which the Contractor may cover by copyright and to all designs as to which it may assert any rights or establish any claim under any patent or copyright laws. The Contractor shall not be responsible for changes made in the documents by others without the Contractor's authorization, nor for the Town's use of the document on projects other than the project, which is the subject of this Contract, unless this is a contract for design services for a master plan or prototype.

20. Confidentiality

The Contractor shall comply with M.G.L. ch. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Town data in the Contractor's possession, or used by the Contractor in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

21. Record-Keeping and Retention, Inspection of Records

The Contractor shall maintain records, books, files and other data as specified in this Contract and in such detail as shall properly substantiate claims for payment under this Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under this Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. The Town shall have access during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

22. Subcontracting By Contractor

Any subcontract entered by the Contractor for the purposes of fulfilling the obligations under this Contract must be in writing, authorized in advance by the Town and shall be consistent with and subject to the provisions of this Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility, or liability arising under this Contract. The Town is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

23. Risk of Loss

The Contractor shall bear the risk of loss for any Contractor materials used for this Contract and for all deliveries, Town personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of this Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Town.

24. Minimum Wage/Prevailing Wage

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will always comply with the wage rates as determined by the Commission of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage Law), as shall be in force and as amended. The Contractor will, in addition to any other submissions required by the Prevailing Wage Law, submit certified weekly payrolls to the Town with the information described in General Laws Chapter 149, §27B.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the

purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty, or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. All proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

29. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Town of Andover by being sent to the Town Manager, Town Hall, 36 Bartlet Street, Andover, Massachusetts 01810.

30. Binding on Successors:

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

31. Complete Contract:

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

32. Contractor Certifications

32.1 By signing this contract, the Contractor certifies under the penalties of perjury that pursuant to General Laws Chapter 62C sec. 49A, the Contractor has filed all state tax returns, paid all taxes and complied with all laws of the Commonwealth relating to taxes; and that pursuant to General Laws Chapter 151A, sec. 19A, the Contractor has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

32.2 By signing this contract, the Contractor certifies under the penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As such in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, client or other organization, entity, or group of individuals.

32.3 Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

32.4 Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

32.5 Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulations including, Executive Order 147, M.G.L. ch. 29, §29F, M.G.L. ch. 30, §39R, M.G.L. ch. 149, §27C, M.G.L. ch. 149, §44C, M.G.L. ch. 149, §148B and M.G.L. ch. 152, §25C.

33. Contract Amendments:

Any change in the scope of services or contract price shall be made only by a written contract amendment executed by the Town and the Contractor.

34. Minimum Wage:

The Contractor will conduct the obligations of this Contract in full compliance with all the requirements imposed by or pursuant to General Laws Chapter 151, §1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

35. Insurance:

The Contractor shall obtain and maintain the following insurance:

- 35.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.
- 35.2 Broad Form Commercial General Liability insurance with limits of at least \$1 Million per occurrence and \$2 Million aggregate, or such higher amount as the Town may require, and which shall cover bodily injury, death, or property damage arising out of the work.
- 35.3 Automobile Liability Insurance, including coverage for owned, hired, or borrowed vehicles with limits of at least \$1 million each person/each occurrence or a combined single limit of \$1 Million.
- 35.4 Professional Liability Insurance covering errors, omissions, and acts of the Contractor or of any person or business entity for whose performance the Contractor is legally liable arising out of the performance of the contract. The total amount of such insurance shall at a minimum equal one million dollars or such larger amounts as the Town may require for the applicable period of limitations, which coverage shall be maintained for a period of at least three (3) years after the date of the final payment by the Town. The Contractor shall obtain such insurance coverage at its own expense and provide certificates of insurance to the Town at least 7 days prior to the execution of the Contract by the Town.
- 35.5 The intent of the Contract provisions regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses, and expenses resulting from exposure to any casualty liability in the performance of the work.

- 35.6 All required insurance shall be certified by a duly authorized representative of the insurers on the Certificate of Insurance form incorporated into and made a part of this Agreement. Properly executed certificates and endorsements acceptable to the Town signifying adequate coverage in effect in accordance with the requirements of this contract for the duration of the contract must be submitted to the Town at least 7 days prior to execution of this Contract by the Town with renewal certificates and endorsements issued not less than 30 days prior to expiration of a policy period. The Contractor shall submit certified copies of all policies to the Town within 7 days of such a request. The Massachusetts Commissioner of Insurance shall authorize all insurance companies to do business in the Commonwealth of Massachusetts.
- 35.7 The Town and its employees and officials shall be named as an additional insured on the above- referenced liability policies except for the Professional Liability policy and Workers Compensation Insurance and the Contractor's insurance coverage shall be primary and non-contributory with respect to any other coverage available to additional insureds. The certificate of insurance shall so state the foregoing. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.
- 35.8 The above referenced Liability policies (General Liability, Auto Liability, and Workers Compensation) shall include a Waiver of Subrogation endorsement in favor of the Town. The certificate of insurance shall so state the foregoing.
- 35.9 The General Liability and Automobile Liability shall be written on an occurrence basis.
- 35.10 The Contractor shall maintain all required insurance in full force and effect as required by this Contract or the Contractor shall be in material breach hereof.
- 35.11 Coverages are to be maintained for a period of 3 years after final payment.
- 35.12 Contractual liability must recognize the indemnity contained in this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE TOWN

THE CONTRACTOR

James Nixon 9/29/25
Division/Department Head Date

IMEG Consultants Corp.
Company Name

[Signature] 10/3/25
Town Manager Date

David J. Warner 09/19/2025
Signature Date

Heaven Reyna 9/25/25
Purchasing Agent Date

David Warner, Senior Principal
Print Name & Title

APPROVED AS TO FORM:

D. J. [Signature] 8/10.3.25
Town Counsel Date

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

[Signature] 10/2/25
Town Accountant Date

Article 6 FY26 67060-5700
Sanborn Playground Design

CERTIFICATION OF GOOD FAITH & NON-COLLUSION

The undersigned certifies under pains and penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of authorized individual submitting bid/proposal

David Warner

Printed Name

IMEG Consultants Corp.

Name of Business (if applicable)

15-0284110

Social Security or Federal Tax Identification Number

Please refer to attached Authority Matrix

David Warner is highlighted in the list following
Karen Guest's notarized certificate

CORPORATE VOTE

At a duly authorized meeting of the Board of Directors of _____
_____ held on _____ at which all the
Directors were present or waived notice, it was voted that _____,
_____ of this company, be and he/she hereby is authorized to execute
contracts and bonds in the name and behalf of said company, and affix its Corporate Seal
thereto, and such execution of any contract or obligation in this company's name on its behalf
by _____, shall be binding upon this company.

A TRUE COPY ATTEST:

Clerk,

Date of this Contract

I hereby certify that I am the Clerk of _____, that
_____ is duly elected _____ of said
company, and the above vote has not been amended or rescinded and remains in full force and
effect as of the date of this contract.

Clerk

Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF

Notary Public

If a corporation, complete above or attach to each signed copy of the bid/written
request/quotation, a notarized copy of vote of corporation authorizing the signatory to sign this
bid/written request/quotation form. If attesting clerk is the same person as the individual
executing this contract, have signature notarized above.



SECRETARY CERTIFICATE

1. I am the duly elected, qualified and acting Secretary of IMEG Consultants Corp. (the "Company") and am the custodian of the Company's corporate books and minutes.

2. Attached to this Certificate is the Company's authority matrix for the signing of contracts on behalf of the Company. This authority includes the execution of all documents related to a contract.

Karen J. Guest
Karen J. Guest
Chief Legal Officer
IMEG Consultants Corp.

9/18/2025
Date

State of Illinois)
)
County of Rock Island)

Signed to and sworn before me, a Notary Public, by Karen Guest, the individual named above.

Dated: 9/18/25

Eloise E. Randleman
Notary Public

Commission Expires: 6/28/27





Coordinated Authority Limits

20250422

Staff Member	Initials	Team	City	Proposal Signing	Title
Paul D. VanDuyne, PE	PDV	ZZ01	Quad Cities, IL	Unlimited	CEO/President
Dan J. Huntington	DJH	ZZ01	Quad Cities, IL	Unlimited	Vice President M&A Synergy Team
David J. Melroy	DJM	ZZ01	Las Vegas, NV	Unlimited	Vice President Gaming & Entertainment
Kelly Altes	ETG	ZZ01	Pasadena, CA	Unlimited	Executive Vice President Structural Engineering
Jeff A. Carpenter, PE	JAC	TT01	Des Moines, IA	Unlimited	Vice President India Operations
John D. Wilczynski, PE	JDW	HE02	Indianapolis, IN	Unlimited	Vice President MEPT
John E. Holbert, PE	JEH	ZZ01	Quad Cities, IL	Unlimited	Vice President Education
Lincoln D. Pearce, PE	LDP	XX03	Des Moines, IA	Unlimited	Vice President Emerging Services
Michael C. Zorich, PE	MCZ	ZZ01	Quad Cities, IL	Unlimited	Chief Operating Officer
Patrick D. Eikenberry, PE	PDE	ZZ01	Quad Cities, IL	Unlimited	Executive Vice President Civil
Paul E. Parry, PE	PEP	ZZ01	Quad Cities, IL	Unlimited	Executive Vice President Quality & Standards
Robin S. Greenleaf	RSG	EG03	Boston, MA	Unlimited	Vice President Architectural Relations & Strategic Partnerships
Scott R. Campagna	SRC	DM01	Charlotte, NC	Unlimited	Director of Housing
Steve E. Rhoades, PE	SER	ZZ01	St. Louis, MO	Unlimited	Vice President Markets
Andy D. Thielen, PE	ADT	EO01	Des Moines, IA	\$5,000,000	Senior Director M&A Synergy Team
Bruce Lilker	BL	HE09	New York, NY	\$5,000,000	Senior Client Executive
Eric J. Vandenbroucke, PE	EJV	HH02	Naperville, IL	\$5,000,000	Senior Director of Healthcare
Jeff M. Oke, PE	JMO	EY01	Naperville, IL	\$5,000,000	Senior Director M&A Synergy Team
Jim W. Kappeler, PE	JWK	EG01	St. Louis, MO	\$5,000,000	Senior Client Executive
Kelly M. Altes, PE	KMA	IG01	Des Moines, IA	\$5,000,000	Senior Client Executive
Kevin G. Pope	KGP	EO03	Billings, MT	\$5,000,000	Senior Client Executive
Mike J. Lawless, PE	MJL	ZZ01	St. Louis, MO	\$5,000,000	Senior Director of Innovation
Mike P. Walsh	MPW	IO01	Cincinnati, OH	\$5,000,000	Senior Director of Industrial
Scott A. Wiercinski, PE, SE	SAW	SS03	Naperville, IL	\$2,000,000	Senior Client Executive
Steven H. Lucy, PE	SHL	SS15	Dallas, TX	\$5,000,000	Senior Client Executive
William R. Zink, PE	WRZ	CC11	Fairfax, VA	\$5,000,000	Senior Director M&A Synergy Team
Armand Harpin	AJH	ZZ01	St. Louis, MO	\$2,000,000	Director of Federal Healthcare
Bob A. Winter, PE	BAW	MO05	Pasadena, CA	\$2,000,000	Director of Hospitality / Client Executive
Brandon M. Fortier, PE	BMF	EY01	Naperville, IL	\$2,000,000	Director of Science & Technology
Markus J. Henneke	MJH	ZZ01	San Antonio, TX	\$2,000,000	Director of Federal Solutions
Akshai Ramakrishnan, PE	AR	SS19	Houston, TX	\$2,000,000	Client Executive
Brad W. Felts	BWF	EG05	Raleigh, NC	\$2,000,000	Client Executive
Brad Randall, PE	BR	ED03	Philadelphia, PA	\$2,000,000	Client Executive
Bradick D. Young, PE	BDY	HH02	Naperville, IL	\$2,000,000	Client Executive
Brandon Garbrecht	BSG	EO02	San Antonio, TX	\$2,000,000	Client Executive
Brendon Buckley	BFB	TT03	Indianapolis, IN	\$2,000,000	Client Executive
Brett C. Casperson	BCC	EI01	Phoenix, AZ	\$2,000,000	Client Executive
Cameron G. Smith	CGS	GG01	Pensacola, FL	\$2,000,000	Client Executive
Carlo N. Taddei, PE	CNT	SS20	Fort Worth, TX	\$2,000,000	Client Executive
Chris Edward	CJE	XX04	Indianapolis, IN	\$2,000,000	Client Executive
Chris N. Story, PE	CNS	CC17	Dallas, TX	\$2,000,000	Client Executive
Christopher C. Fillmore, LS	CCF	CC12	Manassas, VA	\$2,000,000	Client Executive
Christopher D. Smith	CDS	IO01	Cincinnati, OH	\$2,000,000	Client Executive
Craig M. Chamberlain	CMC	SS06	Los Angeles, CA	\$2,000,000	Client Executive
Daniel Weisiger	DCW	II03	Greenwood Village, CO	\$2,000,000	Client Executive
David Tanenbaum, PE	DT	VX01	New York, NY	\$2,000,000	Client Executive
David A. Chlebus, PE	DAC	SS12	Houston, TX	\$2,000,000	Client Executive
David E. Kast, PE	DEK	SS10	Denver, CO	\$2,000,000	Client Executive
Doug D. Sitton	DDS	XX02	St. Louis, MO	\$2,000,000	Client Executive
Doug H. Weber, PE	DHW	II02	Idaho Falls, ID	\$2,000,000	Client Executive
Edwin Najarian, PE, SE	EN	SS02	Pasadena, CA	\$2,000,000	Client Executive
Eric C. Moe, PE	ECM	CC05	Rockford, IL	\$2,000,000	Client Executive
Eric J. Henderson, PE	EJH	EO01	Des Moines, IA	\$2,000,000	Client Executive
Garrett D. Gonzalo	GDG	II01	Ann Arbor, MI	\$2,000,000	Client Executive
Gerry Lynskey	GKL	II04	Columbus, OH	\$2,000,000	Client Executive
Greg A. Meyer, PE	GAM	SS21	Las Vegas, NV	\$2,000,000	Client Executive
Gregory S. Drew, PE	GSD	CC13	Manassas, VA	\$2,000,000	Client Executive

Jared Schmidt	JJS	IG01	Rock Island, IL	\$2,000,000	Client Executive
Jason L. Holdorf, PE	JLH	CC02	Quad Cities, IL	\$2,000,000	Client Executive
Jeff M. Leesman, PE	JML	EY01	Naperville, IL	\$2,000,000	Client Executive
Jeffrey A. Burton	JAB	TT01	Naperville, IL	\$2,000,000	Client Executive
John B. Fellman	JBF	CC06	Quad Cities, IL	\$2,000,000	Client Executive
John B. Rinaldi	JBR	CC14	Fairfax, VA	\$2,000,000	Client Executive
John C. Vancor	JCV	CC19	Nashua, NH	\$2,000,000	Client Executive
John M. Thompson	JMT	CC01	Ontario, CA	\$2,000,000	Client Executive
John R. Panek	JRP	MO01	Chicago, IL	\$2,000,000	Client Executive
John T. Costello	JTC	HE06	Minneapolis, MN	\$2,000,000	Client Executive
Joseph J. Camajani, SE	JJC	SS08	San Francisco, CA	\$2,000,000	Client Executive
Justin R. Judy	JRJ	ME01	Idaho Falls, ID	\$2,000,000	Client Executive
Kabi Pandey	KRP	EE02	New York, NY	\$2,000,000	Client Executive
Kathryn M. Callender	KMC	MO03	Reno, NV	\$2,000,000	Client Executive
Kelly Stechschulte	KAS	LL01	Farmington Hills, MI	\$2,000,000	Client Executive
Kenneth L. Gonzalez, PE	KLK	DM01	Charlotte, NC	\$2,000,000	Client Executive
Ken Livingston	KML	UU01	Hartford, CT	\$2,000,000	Client Executive
Kenneth A. Urbaneck	KAU	MO02	Denver, CO	\$2,000,000	Client Executive
Kerry R. Parker	KRP	EG02	Ontario, CA	\$2,000,000	Client Executive
Kevin Pope	KGP	EO03	Billings, MT	\$2,000,000	Client Executive
Kevin M. Washington	KMW	CC15	Fairfax, VA	\$2,000,000	Client Executive
Kirk Harman, PE	KH	SS13	Philadelphia, PA	\$2,000,000	Client Executive
Kolten L. Knatterud	KLK	CC09	Bozeman, MT	\$2,000,000	Client Executive
Korey Y. Kowata	KYK	HE04	Anaheim, CA	\$2,000,000	Client Executive
Kris A. Cotharn, PE	KAC	HE01	Madison, WI	\$2,000,000	Client Executive
Larisa D. Ramich	LDR	SS14	Fairfax, VA	\$2,000,000	Client Executive
Lea M. Cosenza	LMC	SS16	Philadelphia, PA	\$2,000,000	Client Executive
Lee Anne M. Dye	LMD	HE08	Columbus, OH	\$2,000,000	Client Executive
Lisa M. Gladstone	LMG	CC20	Billings, MT	\$2,000,000	Client Executive
Loren R. Rains, PE	LRR	CC03	Quad Cities, IL	\$2,000,000	Client Executive
Malcolm D. Bland	MDB	SS16	Philadelphia, PA	\$2,000,000	Client Executive
Mark S. Shulman, PE	MSS	MM02	Philadelphia, PA	\$2,000,000	Client Executive
Matt D. Meyer, PE	MDM	EG04	Rochester, NY	\$2,000,000	Client Executive
Michael J. Hulst, PE	MJH	GY01	Long Island, NY	\$2,000,000	Client Executive
Mike L. Morehouse	MLM	UA02	Hartford, CT	\$2,000,000	Client Executive
Mindy V. Haffke	MVH	MM01	Las Vegas, NV	\$2,000,000	Client Executive
Nathan D. McBride, PE	NDM	SS07	Bozeman, MT	\$2,000,000	Client Executive
Nicholas A. Kumbatovic, PE	NAK	OG01	Manhattan, NY	\$2,000,000	Client Executive
Nicholas P. Rich, PE	NPR	MG01	Seattle, WA	\$2,000,000	Client Executive
Pablo Benitez, PE, CxA	PB	XX01	Chicago, IL	\$2,000,000	Client Executive
Phillip I. Parra	PIP	HE07	Kansas City, MO	\$2,000,000	Client Executive
Richard J. Zapolski, PE	RJZ	CC16	Manhattan, NY	\$2,000,000	Client Executive
Rich F. Kmiecik	RFK	XX05	Omaha, NB	\$2,000,000	Client Executive
Seth D. Sychala, PE	SDS	SS11	Minneapolis, MN	\$2,000,000	Client Executive
Shawn P. Callahan	SPC	HH03	Cleveland, OH	\$2,000,000	Client Executive
Spencer R. Jacobs, SE	SRJ	SS09	Detroit, MI	\$2,000,000	Client Executive
Steve M. Gulock	SMG	QQ01	Naperville, IL	\$2,000,000	Client Executive
Steve P. Hammer	SPH	MO04	New York, NY	\$2,000,000	Client Executive
Susan M. Wisler	SMW	EG03	Boston, MA	\$2,000,000	Client Executive
Taylor C. Goertz, PE	TCG	CC10	Denver, CO	\$2,000,000	Client Executive
Tim W. Owen, PE	TWO	SS17	Jacksonville, FL	\$2,000,000	Client Executive
Tony D. Zehnle, PE	TDZ	HY01	St. Louis, MO	\$2,000,000	Client Executive
Ty R. Monks, PE	TRM	SS05	Bozeman, MT	\$2,000,000	Client Executive
Zach R. Brown	ZRB	ED02	Jacksonville, FL	\$2,000,000	Client Executive
Zach W. Carter	ZWC	TT02	St. Louis, MO	\$2,000,000	Client Executive
Alexander S. Quast, PE	ASQ	HE06	Minneapolis, MN	\$500,000	Project Executive
Alex C. Strassenburgh, PE	ACS	EG04	Rochester, NY	\$500,000	Project Executive
Ali Hami, PE	AH	EO02	San Antonio, TX	\$500,000	Project Executive
Andrew D. Pomatto, PE	ADP	MO01	Chicago, IL	\$500,000	Project Executive
Arun K. Garg, PE	AKG	MO01	Chicago, IL	\$500,000	Project Executive
Athanacios N. Nasr	ANN	SS09	Detroit, MI	\$500,000	Project Executive
Bob M. Okajima	BMO	HE04	Anaheim, CA	\$500,000	Project Executive
Brendan R. Henry, PE	BRH	SS07	Bozeman, MT	\$500,000	Project Executive
Bruce Lilker	BL	HE09	New York, NY	\$500,000	Project Executive
H. Carrington McVeigh, PE	HCM	SS17	Jacksonville, FL	\$500,000	Project Executive
Charles G. LeBlanc	CGL	TT02	Austin, TX	\$500,000	Project Executive
Christopher H. Lemon, PE	CHL	CC13	Manassas, VA	\$500,000	Project Executive
Chuck E. Sherrell	CES	II01	Utica, MI	\$500,000	Project Executive
Clint E. Laferriere, PE	CEL	EO03	Billings, MT	\$500,000	Project Executive
Corey M. Gaarde	CMG	XX03	Naperville, IL	\$500,000	Project Executive
Corey J. Stout, PE	CJS	CC05	Rockford, IL	\$500,000	Project Executive
Corey D. Wilson	CDW	EG04	Amherst, NY	\$500,000	Project Executive

Cory C. Capseron	CCC	SS11	Minneapolis, MN	\$500,000	Project Executive
Cory S. Davis	CSD	CC07	Missoula, MT	\$500,000	Project Executive
Craig B. Carroll	CBC	SS10	Denver, CO	\$500,000	Project Executive
Craig A. Watts	CAW	MO02	Denver, CO	\$500,000	Project Executive
David C. Inghram	DCI	EO01	Des Moines, IA	\$500,000	Project Executive
David A. Smith	DAS	EO02	San Antonio, TX	\$500,000	Project Executive
David J. Warner	DJW	UA01	Boston, MA	\$500,000	Project Executive
David J. Whitney	DJW	EG05	Raleigh, NC	\$500,000	Project Executive
Donovan D. Geske	DDG	HE06	Minneapolis, MN	\$500,000	Project Executive
Douglas R. Smith, PE	DRS	HE08	Columbus, OH	\$500,000	Project Executive
Eric Glatzl, PE	EG	MO05	San Diego, CA	\$500,000	Project Executive
Eric J. Stoerger	EJS	EO03	Billings, MT	\$500,000	Project Executive
Frank Lo, SE	FL	SS12	Houston, TX	\$500,000	Project Executive
J. Fraser Smith, PE, SE	JFS	SS13	Las Vegas, NV	\$500,000	Project Executive
Gary M. Bireta, PE	GMB	IHO1	Detroit, MI	\$500,000	Project Executive
George S. Julian	GSJ	MM01	Las Vegas, NV	\$500,000	Project Executive
Gene I. Schmidt	GIS	GG01	Pensacola, FL	\$500,000	Project Executive
Glendon W. Berrett	GWB	CC01	Denver, CO	\$500,000	Project Executive
Glenn DeSimone	GD	GY01	Woodbury, NY	\$500,000	Project Executive
Gregg N. Mendenhall, PE, SE	GNM	SS13	Las Vegas, NV	\$500,000	Project Executive
Gregory J. Wank, PE	GJW	II01	Ann Arbor, MI	\$500,000	Project Executive
Himansu P. Shah, PE	HPS	EG02	Ontario, CA	\$500,000	Project Executive
Hugo A. Chairez	HAC	EI01	Phoenix, AZ	\$500,000	Project Executive
Jan B. Vacca	JBV	SS16	Philadelphia, PA	\$500,000	Project Executive
Jeff S. Smith	JFS	CC12	Charlotte, NC	\$500,000	Project Executive
Jerome W. Doerger, PE	JWD	IO01	Cincinnati, OH	\$500,000	Project Executive
James I. Ness, PE	JIN	SS10	Denver, CO	\$500,000	Project Executive
Jim B. DelPapa	JBD	EG05	Raleigh, NC	\$500,000	Project Executive
Jim N. Petropulos	JNP	CC19	Nashua, NH	\$500,000	Project Executive
Joe Jones	WJJ	GG01	Pensacola, FL	\$500,000	Project Executive
Joel D. DeHaven	JDD	EI01	Phoenix, AZ	\$500,000	Project Executive
Joel P. Goodmonson	JPG	EG03	Boston, MA	\$500,000	Project Executive
John D. Cameron, PE	JDC	GY01	Long Island, NY	\$500,000	Project Executive
Jon M. Brenton	JMB	EG03	Boston, MA	\$500,000	Project Executive
Joseph M. Gulden	JMG	SS08	San Francisco, CA	\$500,000	Project Executive
Joseph R. Amato, PE	JRA	GY01	Long Island, NY	\$500,000	Project Executive
Joseph T. Zink	JTZ	CC12	Manassas, VA	\$500,000	Project Executive
Josh N. Gordon	JNG	CC01	Pasadena, CA	\$500,000	Project Executive
Joshua M. Massey	JMM	EG02	Ontario, CA	\$500,000	Project Executive
Karl R. Pennings	KRP	SS03	Naperville, IL	\$500,000	Project Executive
Katie M. Goldberg	KMG	SS01	St. Louis, MO	\$500,000	Project Executive
Kris M. Barker, PE	KMB	SS16	Las Vegas, NV	\$500,000	Project Executive
Kyle D. Wilson, PE	KDW	HE02	Indianapolis, IN	\$500,000	Project Executive
Lauren L. Grenz, PE	LLG	SS10	Denver, CO	\$500,000	Project Executive
Leonard D. Hendrix, PE	LDH	HH03	Louisville, KY	\$500,000	Project Executive
Loren Byrne	LB	SS08	San Francisco, CA	\$500,000	Project Executive
Lou J. Licameli, PE	LJL	MO04	Syosset, NY	\$500,000	Project Executive
Luke A. Streit, PE	LAS	IG01	Des Moines, IA	\$500,000	Project Executive
Mark A. Bellon	MAB	CC07	Missoula, MT	\$500,000	Project Executive
Mark R. Bradley	MRB	TT01	Naperville, IL	\$500,000	Project Executive
Mark R. Rice	MRR	CC05	Rockford, IL	\$500,000	Project Executive
Martin A. Witt	MAW	TT01	Madison, WI	\$500,000	Project Executive
Matt M. Samar	MMS	MO05	San Diego, CA	\$500,000	Project Executive
Matt D. Snyder, PE	MDS	EE01	Quad Cities, IL	\$500,000	Project Executive
Matt J. Jacobson	MJJ	CC07	Missoula, MT	\$500,000	Project Executive
Matthew R. Mears, PE	MRM	HH02	Naperville, IL	\$500,000	Project Executive
Matthew E. Carsner	MEC	XX01	Denver, CO	\$500,000	Project Executive
Michael J. Welch, PE	MJW	CC09	Bozeman, MT	\$500,000	Project Executive
Michael C. McFarlane	MCM	CC20	Bemidji, MN	\$500,000	Project Executive
Nathan J. Hoesly, PE	NJH	SS05	Portland, OR	\$500,000	Project Executive
Nestor C. Ignacio, PE	NCI	EG02	Ontario, CA	\$500,000	Project Executive
Nick D. Ferzacca	NDF	EG03	Boston, MA	\$500,000	Project Executive
Ovi M. Sipos	OMS	CC18	Dallas, TX	\$500,000	Project Executive
Pete G. Papanikolaou	PGP	IHO1	Detroit, MI	\$500,000	Project Executive
Richard J. Godina	RJG	CC01	Pasadena, CA	\$500,000	Project Executive
Robert J. Hatch	RJH	SS21	Roseville, CA	\$500,000	Project Executive
Robert J. Jurkowski, PE	RJJ	CC02	Bettendorf, IA	\$500,000	Project Executive
Robert T. Jones	RTJ	MM01	Las Vegas, NV	\$500,000	Project Executive
Robert Massey	RM	CC13	Manassas, VA	\$500,000	Project Executive
Ryan Biziorek	RB	TT01	Naperville, IL	\$500,000	Project Executive
Ryan P. Sprangers, PE	RPS	EG02	San Francisco, CA	\$500,000	Project Executive
Saif A. Haroon, PhD, PE	SAH	SS02	Pasadena, CA	\$500,000	Project Executive
Scott S. Hole	SSH	HE01	Madison, WI	\$500,000	Project Executive

Shane S. Savoy	SSS	MM01	Las Vegas, NV	\$500,000	Project Executive
Stephen Hadjiyane	SH	GY01	Woodbury, NY	\$500,000	Project Executive
Stuart C. Smith	SCS	GG01	Pensacola, FL	\$500,000	Project Executive
Suraj S. Soudagar	SSS	QQ01	Naperville, IL	\$500,000	Project Executive
Susan D. VanBenschoten	SDV	UA02	Hartford, CT	\$500,000	Project Executive
Timothy G. LaBissoniere	TGL	SS11	Minneapolis, MN	\$500,000	Project Executive
Todd A. Nicholson	TAN	GG01	Pensacola, FL	\$500,000	Project Executive
Tom E. Zajac	TEZ	CC19	Nashua, NH	\$500,000	Project Executive
Tony G. Fernandez, PE	TGF	DM01	Atlanta, GA	\$500,000	Project Executive
Tony Price	TP	MO03	Reno, NV	\$500,000	Project Executive
Trip E. McLaughlin	TEM	CC10	Breckenridge, CO	\$500,000	Project Executive
Wade N. Johnson, PE	WNJ	MO02	Denver, CO	\$500,000	Project Executive
Wally J. Gladstone	WJG	CC20	Billings, MT	\$500,000	Project Executive