

Disclosure Statement

For the preceding ten (10) year period, Becker and Frondorf has not been exposed to any felony convictions or convictions for criminal weapons violations against the firm or its officers. For the preceding three (3) year period, Becker and Frondorf has had no pending, contemplated or on-going administrative or criminal investigation, nor has it had any pertinent litigation pending or threatened against the firm or officers of the firm. There are no actions which were instituted by the firm or officers of the firm that are currently pending or threatened (including, but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to the firm or to any subcontractor the firm plans to use for the services described in the RFP), against the City of Philadelphia, the Division of Aviation, Federal Government, Commonwealth of Pennsylvania, or any other municipality.

Disclosure of Conflicts of Interest

Becker and Frondorf certifies to the City of Philadelphia that it knows of no conflict between its interests or the interests of any of its partners, sub-consultants or employees, and those of the City; and further certifies that we know of no facts which might create the appearance of such a conflict.

Certification of Non-Indebtedness

Becker and Frondorf certifies that our firm and any independent consultants of our firm to be employed in connection with any services rendered under the agreement, and/or the parent company(ies) and subsidiary(ies) thereof, are not currently in default of the terms of any indebtedness to the City and, to the best of our knowledge, will not at any time during the term of the agreement (including any extensions of renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no agreement of payment plan satisfactory to the city has been established.

Authorized Signature:

A handwritten signature in blue ink, appearing to be 'Jm', is written below the 'Authorized Signature:' text.

Indemnification Statement

To the proportional extent that any claim, loss, damage, or expense arises out of the negligent act or omission of the estimator, its agents, officers, directors, employees, or sub-consultants in the rendering or failure to render the professional services described under this Agreement, Becker and Frondorf shall indemnify, defend, and hold harmless, the City and its officers, employees, and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses (whether or not arising from the negligence of the City, its officers, employees or agents), occasioned wholly or in part by Becker and Frondorf's act or omission or negligence or fault or the act or omission or negligence or fault of Becker and Frondorf's agents, subcontractors, employees or servants in connection with the RFP Process and Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environmental, failure to pay such subcontractors and suppliers, any breach of the contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark, and trade secret). This obligation to indemnify, defend and hold harmless the city, their respective officers, employees and agents, shall survive the termination of the RFP Process and the Agreement.

Authorized Signature:

A handwritten signature in blue ink, appearing to be 'J. Frondorf', is written below the 'Authorized Signature:' label.