



CITY of CALABASAS

**ITEM 8 ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT**

CONTRACT SUMMARY

Name of Contractor:	Converse Consultants
City Department in charge of Contract:	Department of Public Works
Contact Person for City Department:	Benjamin Chan
Period of Performance for Contract:	July 1, 2020 – June 30, 2023 – a three (3) year term
Not to Exceed Amount of Contract:	\$100,000 (One Hundred Thousand Dollars)
Scope of Work for Contract:	On-Call and As-Needed Material Testing and Special Inspection Services

Insurance Requirements for Contract:

X yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000

X yes no - Is Workers Comprehensive insurance required in this contract?

As required and in compliance by the State of California and the California Labor Board.

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/Converse Consultants)**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Converse Consultants, a California Incorporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: On-Call and As-Needed Testing Material and Special Inspection Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s May 19, 2020 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s May 19, 2020 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2020.
- 3.4 “Expiration Date”: June 30, 2023.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Doug Pluta shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its

officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the addressee's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Benjamin Chan
Department of Public Works
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Converse Consultants
717 South Myrtle Avenue
Monrovia, CA 91016
Attn: Dr. Siva K. Sivathanan, PE, GE
Telephone: (626) 930-1275

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall

be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

- 18.10 This Section is further subject to the provisions of Article 1.5 (commencing at 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

19. PREVAILING WAGES

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem

Wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

*Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Converse Consultants.*

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”
City of Calabasas**

**“Consultant”
Converse Consultants**

By: _____
Ray Taylor, Interim City Manager

By: _____
Siva K. Sivathasan, Senior Vice President

Date: _____

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

By: _____
Norman S. Eke, Senior Vice President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

*Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Converse Consultants.*

EXHIBIT A
SCOPE OF WORK & FEE SCHEDULE

General Scope of Work

Converse will provide special inspection and/or testing services, including but not limited to soils inspection with nuclear gage; moisture/density curves; asphaltic concrete services; concrete compression tests, and cylinder storage; weldment testing; coring services; and such other services as may be required by the City.

Typical Work Tasks

We understand that the tasks listed in the RFP may not encompass all the work that might be required by the City, but that all tasks are typical of Capital Improvement Projects. The RFP tasks call for provision of:

- Soils Inspectors with Nuclear Gage.
- Field sampling, inspection and testing such as, but not limiting to:
 1. Concrete batch plant inspection.
 2. Asphaltic concrete placement inspection.
 3. Nondestructive testing.
- Soil and aggregate laboratory testing services such as, but not limited to:
 1. Moisture/Density Curves.
 2. Sieve Analyses.
 3. "R" Values.
 4. Permeability.
 5. Soil classification.
- Concrete services such as, but not limited to:
 1. Performing concrete slump tests.
 2. Preparing concrete cylinder samples.
 3. Mix design review.
 4. Performing compression tests.
 5. Storing concrete cylinders.
- Masonry services such as, but not limited to:
 1. Preparing grout prism and mortar cylinder samples.
 2. Storing grout and mortar samples.
 3. Performing compression tests for grout and mortar samples, concrete blocks, and masonry and concrete cores.
- Asphaltic concrete services such as, but not limited to:
 1. Unit weights of compacted asphaltic concrete.
 2. Extraction gradations.
 3. Stabilometer value.
 4. Consistency, settlement or set time tests.
- Reinforcing and structural steel services such as, but not limiting to:
 1. Mill certification.
 2. Tensile test.
 3. Bend test.
 4. Weldment testing and inspection services.
 5. Bolt, nut or washer hardness or load tests.
 6. Coring services.
- Other specialty testing and inspection services as required. The need for special testing reports or evaluations will be addressed individually; the City will request a proposal, and Converse will provide an estimate for such services.

All testing equipment will be provided by Converse and calibrated to industry standard, and applicable safety attire will be worn at all times. The Converse team will be prepared to attend project progress meetings and other specially called meeting as determined by the City's project manager or his/her representative.

Field and Project Summary Reports

Prior to departing the project site, Converse will provide the City with handwritten field reports of the areas inspected and/or tested.

Laboratory test results will be sent electronically or faxed to the City no later than the next business day of completion of the test. Laboratory test reports will be mailed within three days of completion of the test.

In case of a failing test result or low concrete strength, Converse will notify the City's project manager or his/her representative by telephone immediately, followed by an electronic or faxed confirmation.

Upon notification from the City, Converse will prepare a special inspection summary report consisting of Converse's field observations, and test results performed throughout the duration of the project. The special inspection summary report will be approved by the Converse's professional engineer and submitted to the City within ten business days of project completion.

Qualifications

Converse Consultants' (Converse's) qualified and experienced geotechnical engineers and geologists provide safe, technically sound, economically viable solutions to challenging engineering problems, using the latest methods and techniques.

Approach

The Converse approach takes into account the City's overall objectives. Our standard services and the work plan for our services required will depend on the type of project, site conditions, and plans and requirements set forth by oversight/reviewing agencies and the City of Calabasas. We then assemble a team whose members have the qualifications and experience to address all technical challenges and adequately implement quality control/assurance for every project. Converse's history with local agencies, combined with current experience on similar projects, makes us a good choice to provide Materials Testing & Special Inspection Services on your upcoming capital improvement projects.

Capacity

Converse has over 60 professional and technical staff available to service your projects, including in-house geotechnical engineers, engineering geologists, environmental scientists, special inspectors, laboratory and field technicians, drafting/CAD specialists, and other support personnel.

Workload and Ability to Provide Services

Converse has the staffing necessary and the ability to start services within a couple of days after written notification by the City.

Cost Control and Budgeting Methodology

Converse has the dedicated resources — including cost control and budgeting methodology — necessary to successfully respond to the City's project requirements. Our quality and cost control starts from the time a client asks us to submit a proposal and continues through the completion of our scope of work. In general, we perform the following steps to maintain cost control:

- Review the RFP thoroughly and discuss the project with the client to develop a clear understanding of the project needs and the goals of the project. This enables us to provide the client with a rational scope of work for a reasonable cost.
- Discuss our extent of involvement with the client's contact person. We also discuss the types and quantity of laboratory testing required to meet the project specifications. This enables us to determine the most cost-effective way of meeting the project needs, thereby saving time and money.

The project manager will keep in close contact with clients to make sure they are pleased with our services. In case of higher staff demands he will make every attempt to meet the client's needs. This type of cooperation results in a controlled budget and project schedule.

For projects which include various tasks, we assign technicians and inspectors with multiple certifications. This enables us to keep our personnel effectively utilized while on-site because the field staff can be involved with various tasks for a full eight hours. This can result not only in time savings, but also in cost savings for the client.

Budgeting Methodology

All projects begin with the generation of a budget tracking sheet, which states the labor and expense budgets. Excel budget spreadsheets are typically generated for all projects which breakdown the labor and expense budgets. Converse utilizes an accounting database (Advantage) which allows Project managers immediate access to budget information. Our Project manager will present an updated budget to the City's Project manager on a weekly basis.

Cost Control

Converse always assigns a project manager who is either an engineer or geologist to provide quality control, oversight, and cost control for the assigned project. Being the single point of contact enables our manager to develop a good understanding of the project and clients' requirements. The Converse project manager will review plans and specifications to ensure that the project is completed accordingly. If a potential problem arises or is detected, he will discuss it with the parties involved to arrive at a reasonable solution. This proactive approach helps to avoid issues that can result in a costly delay in the project schedule and budget overruns.

FEE SCHEDULE

CONVERSE CONSULTANTS **Prevailing Wage Schedule of Fees** **Geotech Personnel**

Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed 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. This fee schedule is valid through December 31, 2020.

Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (all including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/ICWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections).....	\$125
DSA Masonry Inspector	125
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	130
Soils Technician (soil, base, asphalt concrete, and moisture emission testing).....	125
Sample Pick-Up50

Professional Services (consultation for field and office, if requested)

Staff Professional.....	\$125
Senior Staff Professional.....	125
Project Professional.....	135
Project Manager.....	160
Senior Professional.....	170
Principal Professional.....	210

Laboratory Testing

Laboratory Technician.....	Per Test
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services fee schedules, unit price including report and engineer's review time.)	

Office Support

Clerical/Word Processing.....	\$75
Drafting.....	.80
CAD Operator/Drafting Manager.....	.80

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Schedule of Fees – Geotechnical Laboratory Testing

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	15.00
Engineering Classification, ASTM D2487	15.00
Moisture Content	
Moisture Content and Dry (bulk) Density, ASTM D2216 and D2937	20.00
Moisture Content, ASTM D2216	15.00
Shrinkage Limit, ASTM D427	85.00
Atterberg Limits, ASTM D4318	
Several points	100.00
One Point	50.00
Particle Size Analysis, ASTM D422	
Fine Sieve, from #200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	110.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	90.00
Coarse, retained on #4 sieve, ASTM C127	90.00
Sand Equivalent Test	90.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557-91	
Method A or B	190.00
Method C, 6" mold	200.00
California Impact Method, Caltrans 218	200.00
R-value, ASTM D2844	250.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	150.00
3 Points	350.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	20.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	180.00
Consolidated, Drained, fine grained soil, ASTM D3080	250.00
Consolidated, Undrained, fine grained soil	180.00
Residual Strength, per cycle	60.00
Remolded Specimens	60.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	100.00
Unconsolidated, Undrained, ASTM D2850	110.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimens	60.00

CONSOLIDATION AND SWELL COLLAPSE TESTS

8 Load Increments	200.00
Additional Load Increment	40.00
Time-Rate, per load increment	80.00
Single Point, collapse test	80.00

Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	85.00
Ring Sample, Air Dried	85.00
Remolded Sample	60.00
Expansion Index Test, UBC 29-2/ASTM D4829	130.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	220.00
Organic Content, ASTM D2974	75.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2020.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A \$5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of \$50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 22-inch-diameter (2.416-inch inside diameter) brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Schedule of Fees – Materials Testing Services

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2020.

AGGREGATES

Moisture Content, ASTM D2216.....	15.00
Particle Size Analysis	
Coarse, ASTM C136, each.....	100.00
Coarse and Fine, ASTM C136 & C137, each.....	180.00
Specific Gravity & Absorption	
Coarse Aggregate, ASTM C127.....	85.00
Fine Aggregate, ASTM C128.....	85.00
Unit Weight per Cubic Foot, ASTM C29.....	75.00
Soundness, Sodium or Magnesium, ASTM C88, each.....	200.00
Potential Alkali Reactivity, ASTM D289.....	300.00
Freeze Thaw Soundness.....	175.00
Los Angeles Abrasion, per class, ASTM C131, C535.....	210.00
Sand Equivalent, ASTM D2419.....	90.00
Lightweight Particles, ASTM C123, each.....	85.00
Clay Lumps & Friable Particles, ASTM C142, each.....	120.00
Stripping Test, ASTM D1664, each.....	85.00
Organic Impurities, ASTM C40.....	75.00
Durability.....	By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192.....	By Quote
Laboratory Mix Design, Historical Data.....	By Quote
Compression Test, 6"x12" Cylinder, ASTM C39, each.....	35.00
Lightweight Concrete	
Compression.....	35.00
Unit Weight.....	35.00
Specimen Preparation, Trimming or Coring, each.....	60.00
Bond Strength, ASTM C321	
Prepared by Converse.....	150.00
Prepared by Others.....	80.00
Core Compression Test, ASTM C12, each.....	60.00
Flexure Test, 6"x6" Beams, ASTM C78, each.....	110.00
Modulus of Elasticity, Static, ASTM C469, each.....	150.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days.....	320.00
Splitting Tensile, 6"x12" Cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder.....	95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder.....	95.00
Hold Cylinder.....	7.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse.....	5.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each.....	20.00
Absorption, each.....	50.00
Compression, each.....	55.00
Shrinkage, ASTM C426, each.....	100.00
Net Area and Volume, each.....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each.....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each.....	55.00
Compression Test, grouted prisms, 8"x8"x16", each.....	120.00
Compression Test, grouted prisms, 12"x16"x16", each.....	130.00
Compression Test	
2"x4" Mortar Cylinder, each.....	35.00
3"x6" Grout Prisms, each.....	35.00
2" Cubes, ASTM C109, each.....	35.00
Cast by Others.....	35.00
Mortar or Grout Mix Designs.....	By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample.....	60.00
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MOISTURE EMISSION TEST

Moisture Emission Test Kit.....	60.00
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ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927.....	200.00
Marshall ASTM D1559, ASTM D2726.....	200.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rise Method, each.....	95.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3.....	60.00
Laboratory Mixing of Asphalt & Concrete, per sample.....	75.00
Complete Asphalt Concrete Mix Design	
Hveem or Marshall.....	By Quote
Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each.....	210.00
Extraction of Rubberized Asphalt & Gradation, each.....	250.00
Specific Gravity, ASTM D2726 or ASTM D1188	
Uncoated.....	95.00
Coated.....	105.00
Immersion-Compression.....	400.00
Particle Coating, ASTM D2489.....	55.00
Stripping, ASTM D1664.....	70.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products.....	220.00
Retained Strength, ASTM D1074/D1075, 6 specimens.....	By Quote
Retained Stability, MII, Std. 520A, Method 104, 6 specimens.....	By Quote
CBR, ASTM D1883, including M/D Curve, 1 point.....	350.00
Asphalt Temperature.....	15.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each.....	50.00
Bend Test #9 Bar or Smaller, each.....	50.00
Tensile Test #10 Bar or Greater, each.....	280.00
Tensile Test #14 Bar, each.....	310.00
Rebar Coupler Tensile Test.....	100.00
Tensile Test, Welded #9 Bar or Smaller, each.....	100.00
Tensile Test, Welded #10 Bar or Greater, each.....	280.00
Tensile Test, Welded #14 Bar, each.....	310.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each.....	180.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each.....	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts	
Under 100,000 lbs., each.....	55.00
Over 100,000 lbs., each.....	65.00
Wedge Tensile Test, A325 Bolts	
Under 100,000 lbs., each.....	60.00
Tensile Test, Anchor Bolts, tested with displacement transducers, each.....	300.00
Nut Hardness, Proof & Cone Proof Load Test, each.....	50.00
Washer Hardness, each.....	35.00
A325 or A490, Bolt Hardness Only, each.....	35.00
Bolt A325 or A490 Wedge Tensile	
Under 100,000 lbs. & Hardness, each.....	85.00
Over 100,000 lbs. & Hardness, each.....	100.00
Bolt, Nut & Washer, all tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	380.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Los Angeles)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public in and for the County
of
State of California.

My Commission Expires _____, 20__.

WORKERS' COMPENSATION
INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____

(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Title)