



CITY of CALABASAS

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Willdan Engineering
<b>City Department in charge of Contract:</b>	Department of Public Works
<b>Contact Person for City Department:</b>	Tatiana Holden, P.E., Deputy Public Works Director
<b>Period of Performance for Contract:</b>	January 1, 2024 – January 31, 2026
<b>Not to Exceed Amount of Contract:</b>	Sixty Thousand Dollars (\$60,000.00)
<b>Scope of Work for Contract:</b>	On-Call Engineering, Plan Check, Surveying, Geotechnical and Inspection Services

**Insurance Requirements for Contract:**

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

If yes, please provide coverage amounts:

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

**California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.**

Other: N/A

**Proper documentation is required and must be attached.**

**PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages**

(City of Calabasas/Willdan Engineering)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: On-Call Engineering, Plan Check, Surveying, Geotechnical and 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 December 2023 Exhibit A: Scope of Services 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 December 2023 fee schedule to City attached hereto as Exhibit B: Approved Fee Schedule and incorporated herein by this reference.
- 3.3 “Commencement Date”: January 1, 2024.
- 3.4 “Expiration Date”: January 31, 2026.

**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 **Sixty Thousand Dollars (\$60,000.00)** 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. Roxanne Hughes 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 shall, 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. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, Section 10.1 of this Agreement shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.
- 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 the combined single limit of not less than One Million Dollars (\$1,000,000.00) per accident.

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: Tatiana Holden  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

Willdan Engineering  
374 Poli Street, Suite 101  
Ventura, CA 93001-2605  
Attn: Roxanne C. Hughes, Deputy Director  
Engineering Services  
Telephone: (805) 653-6597  
Facsimile: (805) 764-2067  
Email: hughes@willdan.com

With courtesy copy to:

Matthew T. Summers  
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 Agreement is further subject to the provisions of Article 1.5 (commencing at Section 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.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 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

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
City of Calabasas//Willdan Engineering

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.

**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”**  
**Willdan Engineering**

By: \_\_\_\_\_  
Curtis Castle, Public Works Director

By: \_\_\_\_\_  
Adel Freij, Director City Engineering

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik, City Manager

By: \_\_\_\_\_  
Kate Nguyen, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, MMC, CPMC  
City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Colantuono, Highsmith & Whatley, PC  
City Attorney

Date: \_\_\_\_\_



EXHIBIT A  
SCOPE OF WORK



April 15, 2021

City of Calabasas  
Public Works Department  
100 Civic Center Way  
Calabasas, CA 91302

**Subject: Proposal for On-Call Engineering, Plan Check Services**

Our proposed service team leads have reviewed the City’s RFP, and Willdan is pleased to provide this proposal for the City’s consideration. We are fully confident that we can successfully continue to provide the requested plan check review services as a valuable resource to help augment City staff in accomplishing the City’s goals and needs. Throughout this proposal we have demonstrated advantages the Willdan team brings to the range of services requested and how the City can benefit from having us as their supporting consultant. Willdan has Calabasas-specific expertise in all of the needs identified in the RFP, including completing thorough technical, condition compliance and coordination review of the following:

- ✓ Grading (Mass/Rough, Precise, Plot Plans)
- ✓ SWPCPs, SWPPPs & SQMPs
- ✓ Water, On-Site & Off-Site
- ✓ Street Improvement Plans
- ✓ Feasibility Studies
- ✓ Parcel/Tract Maps
- ✓ LID and Erosion Control Criteria
- ✓ Sewer, On-Site & Off-Site
- ✓ Storm Drain Plans, Hydrology & Hydraulic Reports
- ✓ Lot Line Adjustments
- ✓ Soils Reports - Geological & Geotechnical
- ✓ Traffic Engineering Studies
- ✓ Signing & Striping Plans
- ✓ Traffic Signal Plans
- ✓ Easements & Dedications
- ✓ Lot Mergers

We look forward to continuing to support the City with assistance for routine submittals, during peak workload periods, staffing absences and when expedited/fast track support is needed to satisfy the City’s clients. Our efforts will maintain a level of high quality, be cost-effective, and be performed in the manner and time frame specified in each assignment.

The following strengths are what sets us apart from the competition and makes us the best-qualified support team for the City.

- **Local Service/Proven Track Record.** Willdan’s Ventura office will provide these plan check services to the City. This office has been providing these very services since 1978 to agencies in Ventura, Santa Barbara, and Los Angeles Counties. Our team has successfully provided these same services to Calabasas since its incorporation in 1991, and has developed excellent working relationships with City staff and clients alike during this time.
- **Availability.** With our office and staff being local, we are immediately available to meet with the City staff and/or a developer’s engineer. Willdan has the resources in-house to successfully complete those tasks outlined in the RFP and therefore does not have the need to utilize subcontractors on this project.
- **Dedicated to Public Sector.** Willdan Engineering does not do private land development. Our business model is centered on serving the Public Sector. Willdan will not perform any consultant engineering services to private developers for private development within the City of Calabasas. It is not what we do!

City of Calabasas  
Proposal for On-Call Engineering and Plan Check Services

- **Turnaround Time:** Willdan is accustomed to meeting or exceeding the standard turnaround time of 3-2-1 week(s) for typical plan check assignments. The ability to consistently deliver on time turnarounds is directly related to our depth and breadth of experience with providing these services. An experienced team is an efficient team.
- **Public Sector Experience.** Our staff – many of whom have experience as former public agency staff and management – understands the uniqueness of public agency needs and issues. They have served as building officials, city engineers, planning directors, traffic engineers, and public agency staff members for numerous cities and counties. The diversity of this experience is an added value of our services.
- **57-Year Track Record.** Willdan has extensive experience providing a complete range of professional services to local agencies on both on-call and project-specific basis. The firm's capabilities encompass streets and highways, drainage, water/wastewater, signals, traffic programs, bridges and structures, utility coordination, airports, landscaping, pavement management, legal descriptions, and mapping. We provide services in all phases of project development, including land use and environmental impacts, site analysis and conceptual development; preliminary and final design; and construction observation and administration. We have direct experience with utilities, county, state, and federal processes, regulations, and requirements. This tradition of hands-on industry experience enhances Willdan's plan check process and the results are quality and relevant reviews.

Willdan is truly the City's one-stop resource for delivering land development plan check and technical study reviews, surveying, geotechnical and inspection services. By combining depth of staffing, state-of-the-art technical resources, and local offices rooted in communities, Willdan has earned its reputation as an exceptional problem solver and client advocate whose business model centers around our clients' best interests.

Our proposed Project Manager, Ms. Roxanne Hughes, PE, is a California registered professional civil engineer, has more than 24 years of experience in municipal civil engineering, and is experienced in all phases of public works. She has been in responsible charge of the Calabasas Plan Check contract since 2004 and will remain our committed Project Manager for this assignment.

Willdan acknowledges receipt of Addendum No. 1 dated April 5, 2021.

Willdan has the right team with the right experience for this assignment. Our local office is located in the City of Ventura which is a short drive to the Calabasas city hall. We appreciate the opportunity to submit this proposal and look forward to discussing our proposal with you and your staff. The primary individual authorized to sign and negotiate a contract for these services is Ms. Roxanne Hughes, PE, Deputy Director of City Engineering Services, located at 374 Poli Street, Suite 101, Ventura, CA 93001, Telephone (805) 804-5204 and email rhughes@willdan.com.

Respectfully submitted,  
WILLDAN ENGINEERING



Roxanne C. Hughes, PE  
Deputy Director, City Engineering Services



EXHIBIT B  
APPROVED FEE SCHEDULE



November 17, 2023

Tatiana Holden  
Deputy Director Public Works  
100 Civic Center Way  
Calabasas, CA 91302

Subject: Request for Contract Billing Rate Adjustment for Professional Services Agreement

Dear Tatiana,

I am requesting to append the FY 2023-24 standard billing rate schedule to the approved fee schedule to supplement the core project team per the Willdan Engineering Professional Services Agreement for On-Call Engineering, Plan Check, Surveying, Geotechnical and Inspection Services. In addition, I am updating the core project team to add Mr. Ted Liu, PE, GE, Principal Geotechnical Engineer, who replaces Mr. Ross Khibani that is now fully retired from Willdan. Lastly, I am requesting to adjust the inspection fees for prevailing wage to be increased from \$130 per hour up to \$140 per hour due to increases in public works prevailing wage rates by the Department of Labor.

I have included the updated team members as appended with the standard billing rates in a revised "Exhibit B – Approved Fee Schedule" attached herewith.

Willdan Engineering looks forward to our continued relationship with the City. Thank you again for the opportunity to serve the City of Calabasas.

Respectfully submitted,

A handwritten signature in black ink that reads "Roxanne Hughes".

Roxanne Hughes  
Deputy Director of City Engineering

Cc: Adel Freij, Director of City Engineering; Vanessa Munoz, Willdan President/CEO



## EXHIBIT B – APPROVED FEE SCHEDULE

Willdan’s standard hourly rates for services to be performed by our proposed project team are attached.

Service provided by the Willdan core team members listed below will be billed per the following rates and titles:

<b>Name</b>	<b>Title/Position</b>	<b>Rate (Per Hr)</b>
Roxanne Hughes, PE	Deputy Director/Project Manager	\$200
Mark Wilde, PE	Principal Project Manager	\$190
Mike Bustos, PE, ENV SP	Deputy Director/Civil Engineering Support	\$200
Mario Cisneros	Assistant Construction Manager	\$148
Clark Stephens, PE	Associate Engineer I/Plan Check	\$172
Ron Stein, PE	Project Manager II	\$180
Kristopher Galvez	Assistant Engineer II/Plan Check	\$148
Tyrone Peter, PE	Director of Engineering	\$210
Jeffery Lau, PE, TE	Deputy Director/Traffic Engineering	\$200
Reggie Greene	Design Manager/Traffic Engineering	\$176
Joe Bellomo, PE	Supervising Engineer/Stormwater Support	\$196
Kelsey Erisman Reed, CESSWI, QSP	Environmental Analyst III/Stormwater Review	\$145
Chien-Chang Chen, Ph.D., PE, GE	Supervising Engineer/Geotechnical/Geological Review, Testing & Inspection Services	\$192
Ted Liu, PE, GE	Principal Geotechnical Engineer/Geotechnical/Geological Review, Testing & Inspection Services	\$200
Joseph Ritchey	Materials Testing Operation Manager	\$170
Ramon Calbay	Soils Lab Manager	\$170
David Woolley, PLS	Principal Project Manager/Surveying and Mapping	\$196
David Krommenhoek, PLA	Supervisor, Surveying and Mapping	\$196
Tech Aide II	Various Services	\$95
Public Works Observer	Inspection Services – Prevailing Wage	\$140
Senior Public Works Observer	Inspection Services – Prevailing Wage	\$140



# Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

DESIGN ENGINEERING		BUILDING AND SAFETY		CONSTRUCTION MANAGEMENT	
Technical Aide I	\$77	Assistant Code Enforcement Officer	\$103	Labor Compliance Specialist	\$139
Technical Aide II	\$100	Code Enforcement Officer	\$118	Labor Compliance Manager	\$174
Technical Aide III	\$120	Senior Code Enforcement Officer	\$139	Utility Coordinator	\$167
CAD Operator I	\$126	Supervisor Code Enforcement	\$168	Office Engineer I	\$140
CAD Operator II	\$146	Plans Examiner Aide	\$110	Office Engineer II	\$159
CAD Operator III	\$162	Plans Examiner	\$168	Assistant Construction Manager	\$152
GIS Analyst I	\$164	Senior Plans Examiner	\$184	Construction Manager	\$176
GIS Analyst II	\$180	Assistant Construction Permit Specialist	\$118	Senior Construction Manager	\$191
GIS Analyst III	\$191	Construction Permit Specialist	\$124	Resident Engineer I	\$198
Environmental Analyst I	\$140	Senior Construction Permit Specialist	\$146	Resident Engineer II	\$206
Environmental Analyst II	\$157	Supervising Construction Permit Specialist	\$154	Project Manager IV	\$223
Environmental Analyst III	\$166	Assistant Building Inspector	\$139	Deputy Director	\$231
Environmental Specialist	\$180	Building Inspector	\$154	Director	\$237
Designer I	\$168	Senior Building Inspector	\$168	<b>INSPECTION SERVICES</b>	
Designer II	\$174	Supervising Building Inspector	\$184	Public Works Observer **	\$125
Senior Designer I	\$184	Inspector of Record	\$196	Public Works Observer ***	\$151
Senior Designer II	\$193	Deputy Building Official	\$196	Senior Public Works Observer**	\$136
Design Manager	\$191	Building Official	\$198	Senior Public Works Observer ***	\$151
Senior Design Manager	\$198	Plan Check Engineer	\$192	<b>MAPPING AND EXPERT SERVICES</b>	
Project Manager I	\$177	Supervising Plan Check Engineer	\$194	Survey Analyst I	\$143
Project Manager II	\$197	Principal Project Manager	\$227	Survey Analyst II	\$164
Project Manager III	\$207	Deputy Director	\$231	Senior Survey Analyst	\$187
Project Manager IV	\$223	Director	\$237	Supervisor - Survey & Mapping	\$197
Principal Project Manager	\$227	<b>PLANNING</b>		Principal Project Manager	\$227
Program Manager I	\$197	CDBG Technician	\$82	<b>LANDSCAPE ARCHITECTURE</b>	
Program Manager II	\$209	CDBG Specialists	\$98	Assistant Landscape Architect	\$146
Program Manager III	\$228	CDBG Analyst	\$116	Associate Landscape Architect	\$168
Assistant Engineer I	\$137	CDBG Coordinator	\$144	Senior Landscape Architect	\$184
Assistant Engineer II	\$153	CDBG Manager	\$174	Principal Landscape Architect	\$195
Assistant Engineer III	\$161	Housing Programs Coordinator	\$144	Principal Project Manager	\$227
Assistant Engineer IV	\$170	Planning Technician	\$123		
Associate Engineer I	\$179	Assistant Planner	\$154		
Associate Engineer II	\$186	Associate Planner	\$168		
Associate Engineer III	\$190	Senior Planner	\$191		
Senior Engineer I	\$194	Principal Planner	\$198		
Senior Engineer II	\$198	Planning Manager	\$211		
Senior Engineer III	\$201	Deputy Director	\$231		
Senior Engineer IV	\$204	Director	\$237		
Supervising Engineer	\$209	<b>ADMINISTRATIVE</b>			
Traffic Engineer I	\$209	Administrative Assistant I	\$95		
Traffic Engineer II	\$223	Administrative Assistant II	\$114		
City Engineer I	\$223	Administrative Assistant III	\$133		
City Engineer II	\$227	Project Accountant I	\$107		
Deputy Director	\$231	Project Accountant II	\$125		
Director	\$237	Project Controller I	\$133		
Principal Engineer	\$257	Project Controller II	\$150		

\*\* For Non-Prevailing Wage Project      \*\*\* For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.



Prevailing Wage  
 Schedule of Hourly Rates  
 Effective July 1, 2023 to June 30, 2024

**GEOTECHNICAL**

Soil Technician (Prevailing Wages)**	\$145
Sr. Soil Technician (Prevailing Wages)**	\$145
Geologist II	\$185
Supervising Geologist	\$209
CAD Operator II	\$146
Assistant Engineer I	\$137
Assistant Engineer II	\$153
Assistant Engineer III	\$161
Senior Engineer I	\$194
Senior Engineer II	\$198
Senior Engineer III	\$201
Supervising - Lab Inspector	\$137
Field Operations Manager	\$147
Supervising Engineer	\$209
Principal Project Manager	\$227
Principal Engineer	\$257

**SPECIAL INSPECTION**

Special Inspection (Prevailing Wages)**	\$151
Supervisor	\$165

**ADMINISTRATIVE**

Administrative Assistant I	\$95
Administrative Assistant II	\$114
Administrative Assistant III	\$133

**EXPERT WITNESS**

Principal Engineer/Geologist	\$420
------------------------------	-------

\*\*For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

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

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.





**WILLDAN GEOTECHNICAL / MATERIALS TESTING**  
**Non-Prevailing Wage**  
**Schedule of Hourly Rates**  
*Effective July 1, 2023 to June 30, 2024*

**GEOTECHNICAL**

Soil Technician (Non-Prevailing Wages)**	\$95
Sr. Soil Technician (Non-Prevailing Wages)**	\$116
Geologist II	\$185
Supervising Geologist	\$209
CAD Operator II	\$146
Assistant Engineer I	\$137
Assistant Engineer II	\$153
Assistant Engineer III	\$161
Senior Engineer I	\$194
Senior Engineer II	\$198
Senior Engineer III	\$201
Supervising - Lab Inspector	\$137
Field Operations Manager	\$147
Supervising Engineer	\$209
Principal Project Manager	\$227
Principal Engineer	\$257

**SPECIAL INSPECTION**

Special Inspection (Non-Prevailing Wages)**	\$93
Supervisor	\$165

**ADMINISTRATIVE**

Administrative Assistant I	\$95
Administrative Assistant II	\$114
Administrative Assistant III	\$133

**EXPERT WITNESS**

Principal Engineer/Geologist	\$420
------------------------------	-------

\*\*For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

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

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

<b>Identification and Index Properties</b>			
In-situ Moisture and Density (ASTM D2937)	\$32	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	\$131	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	\$230	per	Test
Percent Passive #200 Sieve (ASTM D1140)	\$90	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	\$210	per	Test
Atterberg Limits – One Point (ASTM D4318)	\$100	per	Test
Specific Gravity (ASTM D854)	\$110	per	Test
Sand Equivalent (ASTM D2419)	\$100	per	Test
<b>Compaction and Bearing Strength</b>			
Modified Proctor Compaction – Method A or B (ASTM D1557)	\$220	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	\$250	per	Test
Compaction (CTM 216)	\$225	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	\$550	per	Test
R-Value	\$300	per	Test
<b>Shear Strength</b>			
Torvane / Pocket Penetrometer	\$22	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080)	\$105	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	\$200	per	Test
Unconfined Compression (ASTM D2166)	\$152	per	Test
Unconsolidated-Undrained (UU)	\$230	per	Test
<b>Consolidation, Collapse and Swell</b>			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	\$200	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	\$37	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	\$68	per	Test
Collapse Test – Single Point	\$100	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	\$89	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	\$89	per	Test
Remolded Sample per Specimen	\$68	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	\$158	per	Test
<b>Laboratory Permeability</b>			
Constant Head (ASTM D2434)	\$268	per	Test
Falling Head Flexible Wall (ASTM D5084)	\$325	per	Test
Triaxial Permeability (EPA 9100)	\$383	per	Test
<b>Chemical Tests</b>			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	\$200	per	Test
Organic Contents (ASTM D2974)	\$99	per	Test
<b>Asphalt Tests</b>			
Extraction / Asphalt (CTM 382)	\$221	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	\$383	per	Test
Wash Gradation (CTM 202)	\$125	per	Test

**Concrete**

6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	\$26	per	Test
2", 4" & 6" Diameter Cores Compression Test	\$26	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	\$26	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	\$53	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	\$42	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	\$47	per	Test

**Masonry**

2"x4" Mortar Cylinder Compression Test (ASTM C780)	\$26	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	\$26	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	\$26	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	\$175	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	\$250	per	Test

**Steel Reinforcement**

Tensile or Bend Test, up to #8 (ASTM A370)	\$58	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	\$74	per	Test
Tensile or Bend Test, #14 (ASTM A370)	\$95	per	Test

**Fireproofing**

Unit Weight (UBC 7-6)	\$53	per	Test
Cohesion / Adhesion (UBC 7-6)	\$63	per	Test

**Non-Destructive Testing (NDT)**

Dye Penetrant Testing	\$137	per	Hour
Ultrasonic Testing	\$137	per	Hour
Magnetic Particle Testing	\$137	per	Hour
Radiographic Testing			Quote

**Administrative Services**

Sample Pickup from Field	\$68	per	Trip
Mix Design Review	\$331	per	Mix
Lab Test Report	\$26	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	\$6	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	\$58	per	Hour

**Waiver of Bid Requirement**  
(City of Calabasas and Willdan Engineering)

In accordance with the Calabasas Municipal Code, Section 3.40.090 – Sole-source purchasing, Willdan Engineering, has been identified by the undersigned as the only provider for the purchasing of a particular item or service, and can hereby be awarded the contract without competition.

Provides services and support for the City’s On-Call Engineering, Plan Checking, Geotechnical Surveying, and Inspection Services. The Consultant has been providing these services for the past several years. The consultant has intimate knowledge of how the city operates.

**“City”**  
**City of Calabasas**

By: \_\_\_\_\_  
*Department Head*

By: \_\_\_\_\_  
*City Manager*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**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:

(Signature)

(Title)



# CERTIFICATE OF LIABILITY INSURANCE

11/9/2024

DATE (MM/DD/YYYY)

11/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER B : Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER C : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Transportation Insurance Company	20494	INSURER B : Allied World Surplus Lines Insurance Company	24319	INSURER C : National Fire Insurance Co of Hartford	20478	INSURER D : The Continental Insurance Company	35289	INSURER E : American Casualty Company of Reading, PA	20427	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Transportation Insurance Company	20494													
INSURER B : Allied World Surplus Lines Insurance Company	24319													
INSURER C : National Fire Insurance Co of Hartford	20478													
INSURER D : The Continental Insurance Company	35289													
INSURER E : American Casualty Company of Reading, PA	20427													
INSURER F :														
<b>INSURED</b> 1506118 Willdan Engineering 2401 East Katella Avenue, Suite 300 Anaheim, CA 92806														

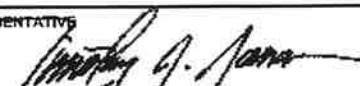
**COVERAGES** WILLD01      **CERTIFICATE NUMBER:** 18920309      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Emp. Benefits Liab. <input checked="" type="checkbox"/> Contr. Liab. Incl. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	Y	7063481190	11/9/2023	11/9/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	7063481156	11/9/2023	11/9/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
D E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7063481173 (AOS) 7063481187 (CA)	11/9/2023 11/9/2023	11/9/2024 11/9/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Arch&Eng Prof	N	N	0313-5950	11/9/2023	11/9/2024	Per Claim:\$1,000,000 Aggregate:\$2,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Professional services agreement for improvement plan, geotechnical review, and final map review, Amendment No. 1 City of Calabasas and its officers, employees, agents and volunteers are included as additional insureds as respects to General and Auto Liability in accordance with General Liability and Auto Liability policy provisions. General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors are included as respects to General Liability. Primary and Non-Contributing coverage, Waiver of Subrogation applies to GL and Work Comp in accordance with GL and WC policy provisions. (VENTURA)

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>18920309</b> City of Calabasas Attn: City Manager 100 Civic Center Way Calabasas CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
  - A. in the performance of your ongoing operations subject to such **written contract**; or
  - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    1. the **written contract** requires you to provide the additional insured such coverage; and
    2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - B. additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;
 then paragraph I. above is deleted in its entirety and replaced by the following:
 

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

### Primary and Noncontributory Insurance

CNA75079XX (10-16)

Page 1 of 2

National Fire Insurance Of Hartford

Insured Name: Willdan Engineering

Policy No: 7063481190

Endorsement No:

Effective Date: 11/9/2023





CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury or property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)  
Page 2 of 2  
National Fire Insurance Of Hartford  
Insured Name: Willdan Engineering

Policy No: 7063481190  
Endorsement No:  
Effective Date: 11/9/2023



**Architects, Engineers and Surveyors General Liability  
Extension Endorsement**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**24. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add

the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.





**CNA PARAMOUNT**

**Changes - Notice of Cancellation or Material Restriction Endorsement**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY- NEW YORK DEPARTMENT OF TRANSPORTATION

**SCHEDULE**

**Number of days notice (other than for nonpayment of premium):** 30

**Number of days notice for nonpayment of premium:** 10

**Name of person or organization to whom notice will be sent:** ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

**Address:**

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE..

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and

**CNA74702X (1-15)**  
Page 1 of 1  
Nat'l Fire Ins Co of Hartford  
Insured Name: Willdan Engineering

Policy No: 7063481190  
Endorsement No: 37  
Effective Date: 11/9/2023

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Willdan Engineering</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 51645</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Los Angeles, CA 90051-5945</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													
<b>OR</b>													
<b>Employer identification number</b>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> </tr> </table>	9	5	-	2	2	9	5	8	5	8			
9	5	-	2	2	9	5	8	5	8				

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>5/31/2023</b>
------------------	----------------------------	-------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*