

**INDEPENDENT CONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES
NT CAMPUS MODERNIZATION PROJECT**

This Independent Consultant Agreement ("Agreement") is made and entered into as of November 16, 2023, by and between the Tahoe Truckee Unified School District, ("District") and NV5 ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the earthwork observation, materials testing and special inspection services (collectively, "Services") to be provided at the North Tahoe High School located at 2945 Polaris Rd, Tahoe City, CA 96145 pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide security services as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on December 13, 2023, and will diligently perform as required and complete performance by November 15, 2024 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Prevailing Wage Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Ninety-Nine Thousand Four Hundred Sixteen Dollar (\$99,416.00). District shall pay Consultant according to the following terms and conditions:

4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made.

5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

6. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

7. **Performance of Services.**

7.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

7.3. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

7.4. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.

7.5. **New Project Approval.** N/A

8. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

9. **Ownership of Data.** Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Consultant prepared or caused to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Consultant prepares or causes to be prepared pursuant to this Agreement.

In the event District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, District agrees to release Consultant of responsibility for such changes, and shall hold Consultant harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Consultant is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Consultant's full involvement, District shall remove all title blocks and other information that might identify Consultant.

10. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has

been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

12. Termination.

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1. material violation of this Agreement by Consultant; or

12.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, District may secure the required services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. Indemnification.

13.1. To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ("Claim"). Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established

fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 13.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 14.1 above. Consultant’s obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 14.1 above. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds.
- 13.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

14. Insurance.

- 14.1. **Coverage.** Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

- 14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

- 14.1.2. **Workers’ Compensation and Employer’s Liability Insurance.** Workers’ Compensation Insurance and Employer’s Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’

Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.
- 14.2. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:
 - 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 14.2.3. An endorsement stating that District and its Board of Trustees, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
 - 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.
- 14.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
15. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or

this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

- 15.1. **Labor Code Requirements:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with District.
- 15.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1. At least one week before commencing work, Consultant shall provide to District the name and DIR registration number for Consultant and any applicable subcontractor.
- 15.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial Relations weekly or within ten (10) days of any request by District or the Department of Industrial Relations.
- 15.1.3. **Labor Compliance:** Consultant shall perform the Services of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
16. **Certificates/Permits/Licenses/Registrations.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.
17. **COVID-19 Requirements.** For all workers on District property, Consultant and Consultant's personnel shall comply with all applicable federal, state and local laws regarding COVID-19 including, without limitation, applicable terms in CDPH State Public Health Officer Orders.
18. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).
19. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's

employees on a school site:

- 19.1. All site visits shall be arranged through District;
 - 19.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
 - 19.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
 - 19.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;
 - 19.5. Consultant and Consultant's employees shall not use student restroom facilities; and
 - 19.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
20. **Disabled Veteran Business Enterprises.** Education Code section 17076.11 requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises ("DVBE"). In accordance therewith, Consultant must submit, upon request by District, appropriate documentation to District identifying the steps Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.
21. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
22. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any way District is entitled to pursuant to applicable law. District's evaluation may include, without limitation:
- 22.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 22.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course

of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronic transmission, addressed as follows:

District:

Tahoe Truckee Unified School District
 11603 Donner Pass Road
 Truckee, CA 96161
 ATTN: Rob Koster
 Email: rkoster@ttusd.org

Consultant:

NV5
 10775 Pioneer Trail - Suite 213
 Truckee, CA 96161
 ATTN: Nicole C. Berry, P.E. No. C88882
 Email: Nicole.Berry@nv5.com

Any notice personally given or sent by e-mail transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

26. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.
27. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
28. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District’s administrative offices are located.
29. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
30. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
31. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

32. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
33. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2023

Dated: November 17, 2023

Tahoe Truckee Unified School District

NV5

Signed By: _____

Signed By: 

Print Name: Mrs. Kerstin Kramer

Print Name: Nicole Berry

Print Title: Superintendent/CLO

Print Title: Project Engineer

Information regarding Consultant:

License No.: PE C88882

94-2706173

Address: 10775 Pioneer Trail, Suite 213
Truckee, CA 96161

Employer Identification and/or Social Security Number

Telephone: 530-587-5156

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

Facsimile: n/a

E-Mail: nicole.berry@nv5.com

- Type of Business Entity:
- Individual
 - Sole Proprietorship
 - Partnership
 - Limited Partnership
 - Corporation, State: California
 - Limited Liability Company
 - Other:

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement.



November 6, 2023
 Proposal No. PT23251

Tahoe Truckee Unified School District
 11839 Donner Pass Road
 Truckee, California 96161

Attention: Rob Koster

Reference: North Tahoe Campus Mod – Increments 1 and 2 – 2024 Construction
 2945 Polaris Road
 Tahoe City/Placer County, California

Subject: Proposal for Earthwork Observation, Materials Testing and Special Inspection Services

This letter presents NV5's proposal to provide earthwork observation, materials testing and special inspection services for the North Tahoe Campus Mod – Increments 1 and 2 project in Tahoe City/Placer County, California. We prepared a geotechnical engineering and geologic hazards report for the project dated December 12, 2022 (Project No. 41993.40). We are currently providing special inspection and materials testing services for portions of Increment 1 of the project (Project No. 41993.43). The purpose of our current services will be to provide the Tahoe Truckee Unified School District, the project architect, the project structural engineer, the project inspector, and the Division of the State Architect (DSA) with field data and information to assess compliance with the project plans and specifications. Included in this proposal are a brief summary of our understanding of the project, the scope of services we can provide, and an estimate of our fees.

Our proposal is based on our review of project plans titled, "North Tahoe Campus Mod – Inc_1" prepared by Studio W Architects, dated January 17, 2023; project plans titled "North Tahoe Campus Mod – Inc_2" prepared by Studio W, dated January 17, 2023; the DSA-103 cards for the project listing required structural tests and special inspections, and our previous experience at the project site.

PROPOSED CONSTRUCTION

Increment 1 portions of the project will include path of travel upgrades throughout various portions of the campus, and parking lot and ADA parking upgrades. The Increment 2 portion of the project will include demolition of the existing bleachers and construction of new bleachers within the existing footprint. New construction for the bleachers will consist of conventional reinforced concrete shallow foundations with a structural steel frame and prefabricated press box. The existing building below the bleachers will remain. Appurtenant construction will include asphalt concrete and Portland cement concrete pavements.

10775 Pioneer Trail Suite 213 | Truckee, CA 96161 | www.NV5.com | Office 530.587.5156

CONSTRUCTION QUALITY ASSURANCE - INFRASTRUCTURE - ENERGY - PROGRAM MANAGEMENT - ENVIRONMENTAL

PT23251
November 6, 2023

Proposal for Earthwork Observation, Materials Testing and Special Inspection Services
North Tahoe Campus Mod – Increments 1 and 2 – 2024 Construction

SCOPE OF SERVICES

Based on our review of the project plans prepared by Studio W Architects and the DSA-103 cards, we anticipate providing the following services:

- Field density testing of native soil subgrade, pavement subgrade, and aggregate base.
- Laboratory testing of soil samples for maximum dry density evaluations (compaction curves).
- Observation of hot mix asphalt (HMA) placement. Field tests will include temperature and thickness measurements. Samples will be collected for possible laboratory testing. We do not anticipate laboratory testing of the HMA will be required.
- Observation of foundation excavations to evaluate depth, width, and the subsurface conditions encountered within each excavation with respect to the recommendations provided in our geotechnical engineering report for the project.
- Reinforcing steel material identification including sampling and laboratory testing of the reinforcing steel.
- Sampling and testing of structural concrete and site concrete. Field tests will include temperature, slump, unit weight, and air content measurements. A set of five, four-inch by eight-inch compressive strength samples will be cast for each 50-cubic yards or each day's placement. Cylinders will be tested at seven days (one cylinder) and 28 days (three cylinders) with one hold cylinder. Samples will be picked up and transported to our laboratory the following day. We understand batch plant special inspection is not required for the project.
- Proof-load and/or torque testing of post-installed reinforcing steel dowels and anchors installed in concrete.
- Fabrication shop special inspection for the bleacher understructure and DSA Class I inspections for the press box.
- Structural steel field welding and high strength bolting special inspection. Pre-installation verification will be performed on high-strength bolts. Samples of the high-strength bolts will be collected and tested for hardness and ultimate proof-load.
- Project management and review including scheduling and supervision of our technicians, review of submittals, data and reports, and DSA verified report preparation. Engineering consultation will be provided on an as requested basis.

Special inspection services will be performed in accordance with Chapter 17A of the 2022 California Building Code. Our services will not include supervision or direction of construction personnel or acceptance of the contractor's work; interpretation or modification of the project plans or specifications; or job site safety.

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PT23251
November 6, 2023

Proposal for Earthwork Observation, Materials Testing and Special Inspection Services
North Tahoe Campus Mod – Increments 1 and 2 – 2024 Construction

ESTIMATED FEE

Fees for our services will be provided on a time-and-expense basis in accordance with the enclosed 2023 Fee Schedule. We understand the project will be subject to State prevailing wage requirements. For the scope of services outlined above, we estimate our fees will be approximately \$99,416. A summary of our estimated fees is presented in Table 1, attached. Billing will be monthly on a time-and-expense basis. Preparation of this proposal and our fee estimate required the following assumptions:

Task 1: Increment 1 Sitework

- Earthwork observation and field density testing of native soil subgrade, pavement subgrade, and aggregate base will require up to 10 site visits by a Field Soils and Materials Tester at an average of four hours each. We anticipate up to three laboratory compaction curves will be required.
- Site concrete construction of exterior flat work and curbs and gutters will require up to 10 concrete placements. We will provide an ACI Concrete Tester to sample concrete during placement at an average of four hours per placement. We estimate 10 sets of compressive strength cylinders will be cast. The cost for pick up and transportation of our concrete cylinders is included in our fee estimate.
- HMA paving will require up to five days to complete. During that time, we will provide a Field Soils and Materials Tester on a periodic basis at an average of six hours per day.

Task 2: Increment 1 Cross Country Course Path of Travel

- Earthwork observation and field density testing of native soil subgrade, pavement subgrade, and aggregate base will require up to 5 site visits by a Field Soils and Materials Tester at an average of four hours each. We anticipate one laboratory compaction curve will be required.
- Site concrete construction of exterior flat work will require up to 5 concrete placements. We will provide an ACI Concrete Tester to sample concrete during placement at an average of four hours per placement. We estimate 5 sets of compressive strength cylinders will be cast. The cost for pick up and transportation of our concrete cylinders is included in our fee estimate.

Task 3: Increment 2 Bleachers

- Site earthwork including foundation excavation observation, field density testing of native soil subgrade, pavement subgrade, and aggregate base will require up to 10 site visits by a Field Soils and Materials Tester at an average of four hours each. We anticipate up to two laboratory compaction curves will be required.
- Site concrete construction of exterior flat work and curbs and gutters will require up to 10 concrete placements. We will provide an ACI Concrete Tester to sample concrete during placement at an average of four hours per placement. We estimate 10 sets of compressive strength cylinders will be cast. The cost for pick up and transportation of our concrete cylinders is included in our fee estimate.

PT23251
November 6, 2023

Proposal for Earthwork Observation, Materials Testing and Special Inspection Services
North Tahoe Campus Mod – Increments 1 and 2 – 2024 Construction

- HMA paving will require one day to complete. During that time, we will provide a Field Soils and Materials Tester on a periodic basis at an average of six hours per day.
- Reinforcing steel material identification and sampling will require one trip to the fabrication shop. We estimate four sets of bend and tensile tests will be required for the project. Our fee estimate assumes the reinforcing steel fabrication shop will be located within 100 miles of our office.
- Reinforced concrete construction will require up to three concrete placements. We anticipate up to two site visits by an ICC Certified Structural Inspector to provide special inspection of reinforcing steel placement. We will provide an ACI Concrete Tester to sample structural concrete during placement at an average of six hours per placement. We estimate up to five sets of compressive strength cylinders will be cast. The cost for pick up and transportation of our concrete cylinders is included in our fee estimate. Based on the DSA-103 card for the project, we understand concrete batch plant special inspection is not required.
- Testing of post-installed reinforcing steel dowels and anchors in concrete will require up to five site visits by a Proofload/Torque Testing technician at an average of four hours per visit.
- We understand fabrication of the bleachers will be provided by Southern Bleacher Company, Inc. located in Graham, Texas. We anticipate retaining subconsultants to provide the DSA required fabrication special inspection on a time-and-expense basis. Our estimated subconsultant fees are included in our fee estimate.
- Structural steel field erection, high-strength bolting, and field welding is estimated to require three weeks to complete. During field welding, we will provide an AWS/CWI Certified Welding Inspector on a periodic basis. We estimate ten days will be required at an average of four hours per day. We anticipate providing an ICC Certified Structural Inspector for five days at an average of four hours per day for high strength bolting special inspection. We anticipate six sets of high-strength bolts, nuts, and washers will be sampled for laboratory testing.

In the event that conditions arise which are beyond our control, unknown at the time this proposal was prepared, unanticipated based on available information, or differ significantly from the assumptions outlined above, we may need to revise our scope and estimated fee in order to complete the project. Should this occur, we would contact you for authorization before proceeding with additional work. Actual time required may vary, depending on the contractor's schedule and efficiency, weather, changes in engineering design, and other unexpected factors. We anticipate our services will be provided during regular business hours, 7:00 AM to 4:00 PM Monday through Friday. Services requested and performed outside of this time frame will be billed at overtime rates in accordance with our fee schedule. Additional geotechnical engineering and special inspection services may be performed at your request and will be billed on a time-and-expense basis in accordance with the fee schedule applicable at the time services are provided.

PT23251
November 6, 2023

Proposal for Earthwork Observation, Materials Testing and Special Inspection Services
North Tahoe Campus Mod - Increments 1 and 2 - 2024 Construction

LIMITATIONS

Testing and observation services provided by NV5 will be performed consistent with generally accepted practices currently employed in Northern California. The owner and contractor are hereby informed and acknowledge that even with diligent monitoring, construction defects or irregularities may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects regardless of when they are discovered.


AUTHORIZATION

If this proposal meets your needs, please provide your professional services agreement for us to sign.

We appreciate the opportunity to work with you on this project. If you have any questions regarding this proposal or require additional information, please contact the undersigned.

Sincerely,
NV5


Chris O'Malley
Construction Services Manager


Nicole C. Berry, P.E. No. C88882
Project Engineer

Encl.: Table 1 - Cost Estimate
2023 Fee Schedule

Cc: Jim Sajdak, Project Inspector

TABLE 1
EARTHWORK OBSERVATION, MATERIALS TESTING AND SPECIAL INSPECTION COST ESTIMATE
North Tahoe Campus Mod - Increments 1 and 2 - 2024 Construction

Task	Estimated Units	Unit Rate	Total
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Task 1: Increment 1 Sitework

Earthwork Observation and Testing							
Field Soils and Materials Tester	10	Days @	4	hrs/day	40	\$ 134.00	\$ 5,360.00
Laboratory Compaction Curves	3	Tests @	1	each	3	\$ 252.00	\$ 756.00
Mileage	10	Trips @	40	miles/trip	400	\$ 0.76	\$ 304.00
SUBTOTAL = \$							6,420.00

Site Concrete							
ACI Concrete Tester	10	Days @	4	hrs/day	40	\$ 132.00	\$ 5,280.00
Laboratory Compression Tests	10	Sets @	5	cylinders/set	50	\$ 36.00	\$ 1,800.00
Mileage	20	Trips @	40	miles/trip	800	\$ 0.76	\$ 608.00
SUBTOTAL = \$							7,688.00

HMA Paving							
Field Soils and Materials Tester	5	Days @	6	hrs/day	30	\$ 134.00	\$ 4,020.00
Mileage	5	Trips @	40	miles/trip	200	\$ 0.76	\$ 152.00
SUBTOTAL = \$							4,172.00

TASK 1	SUBTOTAL = \$	18,280.00
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Task 2: Increment 1 Cross Country Course Path of Travel

Earthwork Observation and Testing							
Field Soils and Materials Tester	5	Days @	4	hrs/day	20	\$ 134.00	\$ 2,680.00
Laboratory Compaction Curves	1	Test @	1	each	1	\$ 252.00	\$ 252.00
Mileage	5	Trips @	40	miles/trip	200	\$ 0.76	\$ 152.00
SUBTOTAL = \$							3,084.00

Site Concrete							
ACI Concrete Tester	5	Days @	4	hrs/day	20	\$ 132.00	\$ 2,640.00
Laboratory Compression Tests	5	Sets @	5	cylinders/set	25	\$ 36.00	\$ 900.00
Mileage	10	Trips @	40	miles/trip	400	\$ 0.76	\$ 304.00
SUBTOTAL = \$							3,844.00

TASK 2	SUBTOTAL = \$	6,928.00
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**TABLE 1
EARTHWORK OBSERVATION, MATERIALS TESTING AND SPECIAL INSPECTION COST ESTIMATE
North Tahoe Campus Mod - Increments 1 and 2 - 2024 Construction**

Task	Estimated Units	Unit Rate	Total
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Task 3: Increment 2 Bleachers

Site Earthwork							
Field Soils and Materials Tester	10	Days @	4	hrs/day	40	\$ 134.00	\$ 5,360.00
Laboratory Compaction Curves	2	Tests @	1	each	2	\$ 252.00	\$ 504.00
Mileage	10	Trips @	40	miles/trip	400	\$ 0.76	\$ 304.00
SUBTOTAL = \$							6,168.00

Site Concrete							
ACI Concrete Tester	10	Days @	4	hrs/day	40	\$ 132.00	\$ 5,280.00
Laboratory Compression Tests	10	Sets @	5	cylinders/set	50	\$ 36.00	\$ 1,800.00
Mileage	20	Trips @	40	miles/trip	800	\$ 0.76	\$ 608.00
SUBTOTAL = \$							7,688.00

HMA Paving							
Field Soils and Materials Tester	1	Day @	6	hrs/day	6	\$ 134.00	\$ 804.00
Mileage	1	Trip @	40	miles/trip	40	\$ 0.76	\$ 30.40
SUBTOTAL = \$							834.40

Reinforced Concrete							
Special Inspector/Engineering Tech II - Reinforcing Steel ID and Sample - shop	1	Day @	8	hrs/day	8	\$ 110.00	\$ 880.00
ICC Certified Structural Inspector - Reinforcing Steel Placement	2	Days @	4	hrs/day	8	\$ 140.00	\$ 1,120.00
ACI Concrete Tester	3	Days @	6	hrs/day	18	\$ 132.00	\$ 2,376.00
Laboratory Bend and Tensile Tests	4	Tests @	1	cost/test	4	\$ 150.00	\$ 600.00
Laboratory Compression Tests	5	Sets @	5	cylinders/set	25	\$ 36.00	\$ 900.00
Mileage - rebar shop	1	Trip @	200	miles/trip	200	\$ 0.76	\$ 152.00
Mileage	8	Trips @	40	miles/trip	320	\$ 0.76	\$ 243.20
SUBTOTAL = \$							6,271.20

Post-Installed Anchors							
Proofload/Torque Testing	5	Days @	4	hrs/day	20	\$ 132.00	\$ 2,640.00
Tension Ram	2	Days @	1	cost/day	2	\$ 34.00	\$ 68.00
Mileage	5	Trips @	40	miles/trip	200	\$ 0.76	\$ 152.00
SUBTOTAL = \$							2,860.00

Out of State Fabrication Shop Inspection							
Subconsultant Fee - Steel Inspectors of Texas, Inc. - Shop Welding	1	Cost @	1	each	1	\$ 8,400.00	\$ 8,400.00
Subconsultant Fee - Precision Inspections, Inc. - DSA Class I Inspections for Press Box	1	Cost @	1	each	1	\$ 13,000.00	\$ 13,000.00
SUBTOTAL = \$							21,400.00

**TABLE 1
EARTHWORK OBSERVATION, MATERIALS TESTING AND SPECIAL INSPECTION COST ESTIMATE
North Tahoe Campus Mod - Increments 1 and 2 - 2024 Construction**

Task					Estimated Units	Unit Rate	Total
Structural Steel Field Welding & High Strength Bolting							
AWS/CWI Certified Welding Inspector - field - periodic	10	Days @	4	hrs/day	40	\$ 140.00	\$ 5,600.00
ICC Certified Structural Inspector	5	Days @	4	hrs/day	20	\$ 140.00	\$ 2,800.00
Skidmore-Wilhelm Bolt Tension Calibration	1	Day @	1	cost/day	1	\$ 50.00	\$ 50.00
Laboratory Tests - High Strength Bolts, Nuts, Washers	6	Sets @	3	bolts/set	18	\$ 525.00	\$ 9,450.00
Mileage	5	Trips @	40	miles/trip	200	\$ 0.76	\$ 152.00
SUBTOTAL =							\$ 18,052.00
TASK 3 SUBTOTAL =							\$ 63,273.60
Task 4: Report Preparation and Project Management							
Senior Engineer	28	Weeks@	0.5	hrs/week	14	\$ 185.00	\$ 2,590.00
Construction Services Manager	28	Weeks@	1.5	hrs/week	42	\$ 170.00	\$ 7,140.00
Project Assistant	28	Weeks@	0.5	hrs/week	14	\$ 86.00	\$ 1,204.00
TASK 4 SUBTOTAL =							\$ 10,934.00
TOTAL:							\$ 99,415.60

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

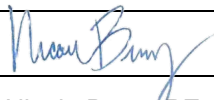
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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: November 17, 2023

Name of Consultant: NV5, Inc

Signature: 

Print Name and Title: Nicole Berry, PE Project Engineer

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: November 17, 2023

Name of Consultant: NV5, Inc

Signature: 

Print Name and Title: Nicole Berry, PE Project Engineer

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"


List of Employees/Subcontractors

- Name/Company:** Chris O'Malley / NV5
- Name/Company:** Lily Hoffman / NV5
- Name/Company:** Kyle Mello / NV5
- Name/Company:** John Samp / NV5
- Name/Company:** _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: November 17, 2023

Name of Consultant: NV5, Inc

Signature: 

Print Name: Nicole Berry, PE

Title: Project Engineer

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. NV5, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. Lockbox Address: P.O. Box 74008680</p> <p>6 City, state, and ZIP code Chicago IL 60674-8680</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional) Corporate Address (do not mail payments) 200 S. Park Rd Ste 350 Hollywood, FL 33021</p>

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.

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.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	Signature of U.S. person ▶	Date ▶ 5-20-2022
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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.

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.*