

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND KIMLEY-HORN AND ASSOCIATES**

THIS FIRST AMENDMENT TO THE SERVICES AGREEMENT

is made at South San Francisco, California, as of April 1, 2024, by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and Kimley-Horn and Associates (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On October 14, 2022, City and Contractor entered that certain Services Agreement (“Agreement”) whereby Contractor agreed to design fiber optic infrastructure. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The April 30, 2024, end date for the term of services identified in Section 1 of the Agreement is hereby replaced with December 31, 2026.
3. Section 2: Compensation. Section 2 of the Agreement shall be amended to increase the payment amount by \$90,455.00, such that the City agrees to pay Contractor a sum not to exceed \$240,115.00, with the understanding that up to \$149,121.79 has already been paid to Contractor.

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of services is amended and attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____

Sharon Ranals, City Manager

By: _____

Name: _____

Title: _____

Approved as to Form:

Company: _____

Date: _____

By: _____

City Attorney

Exhibit A

SOUTH SAN FRANCISCO SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is made and entered into between the City of South San Francisco, a municipal corporation (“**City**”) and **Kimley-Horn and Associates, Inc.**, (“**Consultant**”) effective as of October 14, 2022 (the “**Effective Date**”). City and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. **Scope of Services.** Consultant shall provide the following services and/or materials (“the Work”): Design and install fiber-optic infrastructure supporting broadband internet access to underserved communities in the City, as more specifically described in the Scope of Services, attached hereto as Exhibit A. The Work shall commence on October 14, 2022 and shall be completed to the satisfaction of the City by April 30, 2024 unless such date is extended or otherwise modified by the City in writing. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail.

2. **Payment.** City shall pay Consultant an amount not to exceed: One Hundred Forty Nine Thousand Six Hundred Sixty Dollars (\$149,660.00) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be set forth as follows: Consultant will invoice monthly with attached progress reports. The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant.

City shall make payments, based on invoices received, for Work satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice to pay Consultant.

3. **Independent Contractor.** It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Consultant. At all times Consultant shall be an independent contractor and City shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

4. **Indemnification.** To the fullest extent permitted by law, and as limited by CA Civil Code 2782.8, Consultant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the “**City Indemnitees**”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys’ fees and costs of litigation) (collectively, “**Liability**”) of every nature to the extent caused by the negligent acts or omissions or willful misconduct of the Consultant arising out of or in connection with Consultant’s performance of the Work or Consultant’s failure to comply with this Agreement, except such Liability caused by the negligence or willful misconduct of the City Indemnitees.

5. **Insurance.** Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant’s (or subcontractor’s) sole cost and expense, furnish the City with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers’ Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products,

completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

D. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

All insurance policies, except professional liability which may be on per claim basis, shall be written on an occurrence basis and the General and Auto liability policies shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations. Consultant shall comply with additional contract provisions for Non-Federal Entity Contracts Under Federal Awards (2 C.F.R. § 200.327 et. seq.; Appendix II to Part 200), as applicable, attached hereto as Exhibit C and incorporated herein.

7. Termination. City may terminate or suspend this Agreement at any time with cause or for convenience without cause upon written notification to Consultant, including in instances where Consultant is in breach or violates the terms and conditions herein. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

8. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

(A) Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

(B) Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

9. Payment of Taxes; Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as **Exhibit B**. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

12. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount which may become due to Consultant pursuant to this Agreement.

13. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

14. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business

hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

Kimley-Horn and Associates, Inc.
1300 Clay Street, Suite 325
Oakland, CA 94612

City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

15. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

16. Assignment, Governing Law. The Consultant may not assign any of Consultant's obligations under this Agreement without the City's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California, and shall be venued in the County of San Mateo.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

CITY:

CONSULTANT:

DocuSigned by:
Mike Futrell
By: _____
6852134787CA4DB...
Mike Futrell, City Manager
November 8, 2022 | 9:41:32 AM PST

DocuSigned by:
Kwasi Akwabi-Ameyaw
By: _____
58B8EC4E287C41D...
Print Name: Kwasi Akwabi-Ameyaw

Title: Vice President

Kimley-Horn and Associates, Inc.

November 4, 2022 | 2:17:21 PM EDT

APPROVED AS TO FORM:

DocuSigned by:
Claire Lai
November 7, 2022 | 1:19:49 PM PST
951A604F45D4468...
City Attorney

DocuSigned by:
Rosa Govea Acosta
November 8, 2022 | 10:59:52 AM PST
5908B15FF63F418... 

EXHIBIT A

SOUTH SAN FRANCISCO FIBER OPTIC CABLE DESIGN PROJECT

SCOPE OF SERVICES – 9/27/22

PROJECT UNDERSTANDING

The purpose of the project is to design and install fiber-optic infrastructure supporting broadband internet access to underserved communities in the City. In addition, the project will provide network connectivity to City buildings and traffic signals, support future Smart City applications, and facilitate future public-private partnerships.

The network will consist of approximately 4.5 miles of fiber, providing connections to eight City buildings, nine traffic signals and the San Mateo County Smart Corridor Network. Fiber-optic cables will be installed in new and existing City-owned conduits.

The eight City buildings included in the project are:

1. Fire Administration and Station 61 – 480 North Canal St
2. Fire Station 63 – 33 Arroyo Dr
3. Fire Station 64 – 2350 Galway Dr
4. Police Station – 1 Chestnut Ave
5. Westborough Park – 2380 Galway Dr
6. Centennial Trail – between South Spruce Ave and Orange Ave
7. Orange Memorial Park – 1 West Orange Ave
8. City Corporation Yard (Transportation Management Center and connection to Smart Corridor Fiber) – 550 North Canal St

The nine traffic signals include in the project are:

1. Westborough Blvd at SR-35 (Caltrans)
2. Westborough Blvd at Callan Blvd
3. Westborough Blvd at Galway Dr
4. Westborough Blvd at Gellert Blvd
5. Westborough Blvd at I-280 SB off-ramp (Caltrans)
6. Westborough Blvd at Junipero Serra Blvd (Caltrans)
7. Junipero Serra Blvd at Avalon Dr (Caltrans)
8. Westborough Blvd at Orange Ave
9. Orange Ave at El Camino Real (Caltrans)

Fiber provided to Callan Blvd at King Dr traffic signal for future City use but will not be connected to traffic signal (traffic signal is maintained by County).

KEY ASSUMPTIONS

- Development of Broadband Master Plan and Exploration of Public-Private Partnership tasks will be done by others and are not included in this scope of services.
- City will lead coordination with Broadband Master Plan consultant, internet service providers (e.g. Sonic and Wave/Astond) and wireless service providers (e.g. TMO, VZW, AT&T, Dish) to

identify additional fiber splice vaults/pull boxes (and possible conduits stub-out) for future fiber connections to support:

- Future City network expansion and resiliency
- Public Wi-fi network (assumed to be connected to City-owned hub with separate fibers)
- ISP/Wireless carrier last-mile network
- Future fiber connection points will be identified in the 65% design by Broadband Master Plan consultant.
- For City ARPA reporting purposes, Kimley-Horn will provide project description and construction cost estimate with each design deliverable. No separate meetings with City staff regarding ARPA documentation is included in this scope of services.
- System integration is not included in this scope of services. If requested, Kimley-Horn can provide system integration services including equipment configuration, traffic signal equipment configuration for Caltrans access, review or development of network parameters, and testing support. Scope of services and fee will be confirmed in writing prior to start of services.

TASK 1 – PROJECT MANAGEMENT AND MEETINGS

Kimley-Horn will facilitate a Kick-Off Meeting with the City of South San Francisco. The Kick-Off Meeting will review Kimley-Horn's design scope of services; coordination with City's broadband master plan consultant and outreach to internet and wireless service providers; and connections to City network. Kimley-Horn will develop the preliminary project schedule, the kick-off meeting agenda and minutes, and list of items to be discussed at the meeting. We assume that the kick-off meeting will be in-person.

In addition, Kimley-Horn will prepare agendas and attend monthly conference calls to discuss project progress and status during the design phase of the project. Kimley-Horn assumes that these meetings will also be virtual, and that they will occur for 8 months.

Kimley-Horn will provide general project management, quality control, and project accounting. Monthly progress reports will be prepared and submitted along with our monthly invoicing.

Kimley-Horn will attend up to one City Council meetings to present the project. Presentation is assumed to be virtual.

Deliverables

- Meeting agendas and minutes
- Schedule of work – updated monthly
- Monthly progress reports and invoices
- City Council Presentations (1)

TASK 2 – DATA COLLECTION AND CONCEPTUAL DESIGN

TASK 2.1 – EXISTING CONDITIONS/FIELD ASSESSMENT

To aid in the evaluation and design tasks of this project, Kimley-Horn will request the following materials from the City/Stakeholders:

- Existing as-builts
- Utility information of City-owned facilities
- Network information of City buildings.
- Up-to-date contact list (phone number, email, and address, as available) of utility companies
- Right-of-way maps

Kimley-Horn will submit utility request letters to utility companies with potential facilities in the project vicinity. These utilities will typically consist of PG&E, television, cable, and municipal utilities such as water, storm drain, and sanitary sewer. It is assumed that the City will provide a list of contact information for utility company representatives within the project area.

After the review of City-provided documentation, Kimley-Horn will conduct a field review of the project area to check the existing infrastructure information provided by the City and record observed deficiencies. During the field review, Kimley-Horn will evaluate traffic signal cabinet infrastructure, building termination points, connecting conduit and pull box infrastructure. Kimley-Horn will request a field walkthrough of project buildings with City IT to review building fiber access points, building cabling/routing, and placement for major communications equipment.

Deliverables

- Utility request letters

TASK 2.2 – PREPARE PROJECT BASEMAP

Upon completion of the field review, Kimley-Horn will create a basemap in AutoCAD of the project limits and project buildings. Kimley-Horn will prepare the base map using high-resolution, orthogonally rectified aerials retrieved from Nearmap PhotoMaps TM. The base mapping will be reviewed and supplemented based on field observations.

Deliverables

- Project base map

TASK 2.3 – NETWORK CONCEPTUAL DESIGN

Based on the information gathered in previous tasks, Kimley-Horn will develop a network conceptual design for City review. The conceptual design will graphically show trunk and branch fiber routes, redundant fiber rings, building and field hub locations, traffic signal connections, and connection to City's municipal network. Functional equipment requirements for typical building and traffic signal locations will be identified as well as connecting interface to existing City fiber network at the TMC.

The DRAFT Network Conceptual Design will be shared with Broadband Master Plan Consultant and City to identify connection point locations for future projects. Kimley-Horn will attend one meeting to discuss comments on network design with City and Broadband Master Plan Consultant and to confirm locations to place additional fiber splice vaults and pull boxes for future fiber connections.

Upon receipt of one set of non-conflicting comments from the City, Kimley-Horn will prepare a Final Technical Memorandum that will be used as the basis of the design.

Deliverables

- Network Conceptual Design – DRAFT and FINAL
- Comment response mark-ups

TASK 3 – PREPARE PS&E DOCUMENTS

TASK 3.1 – 65% PLANS, SPECIFICATIONS, AND ESTIMATE

Based on the FINAL Technical Memorandum for the Network Conceptual Design, Kimley-Horn to prepare 65% Plans, Specifications, and Estimate (PS&E) documents showing installation of fiber-optic cable network in existing and new conduits, fiber termination equipment, communications equipment, and details for connection to the existing City fiber network. The plans will include enough detail to provide reviewers a full review of project intent, including electrical details, communications network layout, new equipment locations, splice boxes and pull boxes, conduit/cable routing, cabinet modifications, and end equipment integration.

We anticipate the plan set will consist of the following sheets:

- Cover Sheet (1 sheet)
- General Notes (1 sheets)
- Key Maps (2 sheets)
- System Diagram (up to 4 sheets)
- Fiber Optic Interconnect Plans (approximately 16 sheets)

Project Technical specifications will be a full draft with initial boilerplate language and anticipated project elements and requirements. They will be based on the City's specifications from the recent Smart Corridor Project currently under construction.

The engineer's opinion of probable cost will be developed based on other similar project construction costs and bid results from the area. It will consist of a complete bid list and quantities at the current design stage, and include a contingency and possible alternate bid items that may need to be considered based on the project's construction budget.

Deliverables

- 65% plans in PDF format
- 65% opinion of probably construction costs in Microsoft Excel format
- 65% technical specifications in Microsoft Word format
- Project Description and Cost Summary (For City's ARPA report)

TASK 3.2 – 90% PLANS, SPECIFICATIONS, AND ESTIMATE

Upon completion of the 65% design review by the City, Kimley-Horn will organize a design review meeting to discuss comments from City and Broadband Master Plan consultant. A pdf mark-up with comment responses will be prepared summarizing comments received on the 65% PS&E documents, along with the resolution for each comment. This will be submitted with the 95% PS&E documents.

As the design moves forward and more details are incorporated, Kimley-Horn anticipates the following sheets being added to the set:

- Construction Details (up to 4 sheets)
- Fiber Hub and termination Details (up to 2 sheets) – showing building entry and termination details
- Splice Diagrams (up to 7 sheets) – documenting proposed fiber communication channels and rings.
- Traffic Control Plans (up to 4 sheets)

Kimley-Horn will prepare permit applications for City signature to City's building department and to Caltrans. Kimley-Horn will include applicable sheets and respond to City and Caltrans comments. Comments will be addressed in the 100% PS&E Set.

Deliverables

- 95% plans in PDF format
- 95% opinion of probable construction costs in Microsoft Excel format
- 95% technical specifications in Microsoft Work format
- 65% comment response .pdf mark-up.
- City Building Permit application
- Caltrans Encroachment Permit application
- Updated Project Description and Cost Summary (For City's ARPA report)

TASK 3.3 – 100% PLANS, SPECIFICATIONS, AND ESTIMATE

Upon completion of the 95% design review by the City and Caltrans, Kimley-Horn will organize a design review meeting with City to discuss comments from City, City Building Department, Caltrans, and Broadband Master Plan consultant on the design. A pdf mark-up with comment responses will be prepared summarizing comments received on the 95% PS&E documents, along with the resolution for each comment. Based on the agreed-upon comment resolution, Kimley-Horn will produce a file bid-ready set for advertisement. It is assumed that comments at this stage will be editorial in nature and any design changes at this point will be treated as additional services.

Deliverables

- 100% plans in PDF format
- 100% opinion of probable construction costs in Microsoft Excel format
- 100% technical specifications in Microsoft Work format
- 95% comment response .pdf markup
- Updated Project Description and Cost Summary (For City's ARPA report)

TASK 3.4 – FINAL CHECKPRINT AND MYLARS

After confirmation from City that 100% design documents have incorporated all 95% comments, Kimley-Horn will prepare and submit FINAL checkprint and mylars. The 100% plans and specifications will be signed and sealed by the State of California registered engineer responsible for the development of the documents.

Deliverables

- FINAL checkprint plans in PDF format
- FINAL plans on Mylar
- FINAL opinion of probable construction costs in Microsoft Excel format
- FINAL technical specifications in Microsoft Word format

TASK 4 – DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

It is assumed the construction will be managed by City. Within the allocated budget, Kimley-Horn will provide the following design support services to the City.

TASK 4.1 – DESIGN SUPPORT DURING BIDDING

Kimley-Horn will provide up to 38 hours of design support services to the City during the bid phase. Bid support will include participation at one (1) contractor pre-bid meeting and site walk-through to review project details and expectations with potential bidders. We will assist the City in preparing a response to pre-bid questions and a bid addendum to resolve outstanding issues.

Kimley-Horn will review responsive bids against the Engineer's Estimate and provide input to the pricing. If the lowest bid exceeds the project budget, we will provide input on phasing or staging of project elements that should still result in a complete project.

Deliverables

- Attend one (1) Pre-bid Meeting and Site Walk-through
- Prepare Bid Addendum (one anticipated), if required
- Prepare response to Bidder Questions
- Bid Evaluation Support

TASK 4.2 – DESIGN SUPPORT DURING CONSTRUCTION

Kimley-Horn will provide up to 80 hours of design support to the City during construction. Design support will include attendance at pre-construction meeting, review of shop drawings, contractor RFIs, preparation of Construction Change Orders, and field support to discuss contractor questions or field conditions. Field support will also include input to contractor system integration and testing of field equipment and the TMC. We will maintain a log of RFIs, approvals, and CCOs during the project and have available upon request.

As budget permits, we will attend weekly construction meetings to provide additional input to contractor progress, system integration, and system activation.

As construction approaches completion, Kimley-Horn will participate in a final walk-through of the project to provide input on the inspector's punch list of remaining work. After construction is complete, Kimley-Horn will prepare record drawings based on contractor-provided plan sheet redlines. Record drawings will be prepared in AutoCAD.

Deliverables

- Attendance at Pre-Construction Meeting
- Prepare Responses to RFIs

- Maintain log of RFIs
- Prepare Construction Change Orders (budget for up to 3)
- Conduct Field Support
- Prepare Record Drawings

SCHEDULE

Deliverable/Meeting	Deadline
1. Project Management and Meetings	
NTP Date	10/14/22 (assumed)
Kick-off Meeting with City	10/21/22 (1 week from NTP)
City Council Presentation	TBD
2. Data Collection and Conceptual Design	
Data Collection	11/4/22 (2 week from kick-off)
Complete Field Investigation	11/18/22 (4 weeks from kick-off)
Prepare Project Base Map	11/18/22 (4 weeks from kick-off)
Network Conceptual Design - DRAFT	12/2/22 (2 weeks)
City/Consultant comments (2 week)	12/16/22 (2 weeks)
Network Conceptual Design - FINAL	1/6/23
3. Prepare PS&E Documents	
65% PS&E	1/27/23
City/Consultant comments (4 weeks)	2/17/23
90% PS&E	3/17/23
City/Consultant comments (2 weeks)	3/31/23
100% PS&E	4/14/23
City Comments (1 week)	4/21/23
Final Checkprint and Mylars	5/5/23
4. Design Services during Bidding and Construction	
Design Services during Bidding	May 2023 – August 2023
Design Services during Construction	September 2023 – April 2024

PROFESSIONAL FEE

Kimley-Horn proposes to provide professional services outlined in this scope of services on a **time-and-materials basis with a contract ceiling of \$149,660**. This estimate of hours and cost for each task is attached to this proposal. This fee includes labor cost (including indirect expenses) and direct expenses (travel, full-size plan reproduction, overnight mailing) incurred in performing these services.

The table below provides an estimate of hours and cost for each task. This information is provided as an estimate only, and Kimley-Horn reserves the right to adjust budgets between tasks while maintaining the total fee.

Task	Description	Budget
1	Project Management and Meetings	\$9,810
2	Data Collection and Conceptual Design	\$26,620
3	Prepare PS&E Documents	\$84,190
4	Design Support during Bidding and Construction	\$27,840
	Subtotal	\$148,840
	Expenses	\$1,200
	Total	\$149,660

TAXABLE YEAR

CALIFORNIA FORM

2022 Withholding Exemption Certificate**590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name _____

Payee InformationName _____ SSN or ITIN FEIN CA Corp no. CA SOS file no.

Kimley-Horn and Associates, Inc.

56-0885615

Address (apt./ste., room, PO box, or PMB no.) _____

1300 Clay Street, Suite 325

City (If you have a foreign address, see instructions.) _____

Oakland,

State ZIP code

CA 94612

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

 Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Corporations:

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

 Partnerships or Limited Liability Companies (LLCs):

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

 Tax-Exempt Entities:

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

 Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

 California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

 Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

 Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Tammy Flanagan, Chief Financial Officer Telephone (919) 677-2000Payee's signature ►  Date _____

EXHIBIT C

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Consultant agrees to comply with the following Federal laws, regulations, and procedures, as applicable, and shall include the following in any subcontract or subagreement executed for the purposes of performing work under this Agreement, as applicable:

(1) Debarment and Suspension Certification.

- a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - i. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - ii. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - iii. Does not have a proposed debarment pending; and
 - iv. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

(2) Prohibitions of Expending Local Agency, State, or Federal Funds for Lobbying.

- a. The Consultant certifies, to the best of his or her knowledge and belief, that:
 - i. No State, Federal, or City appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this Agreement, or with the extension, continuation, renewal, amendment, or modification of this Agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand

dollars (\$100,000) for each such failure.

- c. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

(3) Additional Standards. Where applicable for qualifying construction projects (41 CFR Part 60-1.3), Consultant shall comply with all federal labor standards:

- a. Davis-Bacon and Related Acts (DBRA) (40 U.S.C. 3141-3148);
- b. Contract Work Hours and Safety Standards Act (CWHSSA)(40 U.S.C. 3701-3708);
- c. Copeland (Anti-Kickback) Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”);
- d. Equal Employment Opportunity requirements in accordance with Executive Order 11246.
- e. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – contracts and subcontracts of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

5230367.1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):	
	E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins. Co.	19445
	INSURER B : Allied World Assurance Company (U.S.)	19489
	INSURER C : New Hampshire Ins. Co.	23841
	INSURER D : Lloyds of London	085202
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268169 DocuSigned by: <i>Claire Lai</i> 951A604F45D4468... November 7, 2022 1:19:49 PM PST	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022	04/01/2023	<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
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Fiber Optic Cable Design & Expansion; Elbert Chang. The City of South San Francisco, its officers, employees, agents & volunteers are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of South San Francisco Tony Barrera 329 Miller Avenue South San Francisco, CA 94080	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 <i>D. N. Collings</i>
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DESCRIPTIONS (Continued from Page 1)

thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GL5268169

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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.

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. Kimley-Horn and Associates, Inc.	
	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) ▶ _____ 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. <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) <u>5</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 421 Fayetteville Street, Suite 600	Requester's name and address (optional)
	6 City, state, and ZIP code Raleigh, NC 27601	
	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.

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											
				-							
or											
Employer identification number											
5	6		-	0	8	8	5	6	1	5	

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

Certificate Of Completion

Envelope Id: 9A7B103A0FCA4D419993F685B5DEC799	Status: Completed
Subject: Complete with DocuSign: Kimley-Horn - Fiber Design Services Agreement	
Source Envelope:	
Document Pages: 24	Signatures: 9
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Joanna Dawson
	329 Miller Ave
	South San Francisco, CA 94080
	joanna.dawson@ssf.net
	IP Address: 199.181.122.2

Record Tracking

Status: Original	Holder: Joanna Dawson	Location: DocuSign
11/3/2022 11:59:53 AM	joanna.dawson@ssf.net	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

Signer Events

Tony Barrera
 tony.barrera@ssf.net
 IT Director
 City of South San Francisco
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

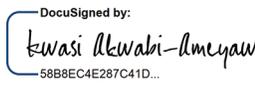
 67FCB9D9FE8B477...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.181.122.2

Timestamp

Sent: 11/3/2022 1:24:37 PM
 Resent: 11/4/2022 8:52:34 AM
 Viewed: 11/4/2022 8:56:56 AM
 Signed: 11/4/2022 8:57:01 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Kwasi Akwabi-Ameyaw
 kwasi.akwabi@kimley-horn.com
 Vice President
 Kimley-Horn and Associates, Inc.
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 58B8EC4E287C41D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 134.238.198.140

Sent: 11/4/2022 8:57:03 AM
 Viewed: 11/4/2022 11:16:46 AM
 Signed: 11/4/2022 11:17:21 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/4/2022 11:16:46 AM
 ID: 36c20b25-9cc6-4abb-b913-8b5672a4c91b

Claire Lai
 Claire.Lai@ssf.net
 Approved as to Form- City Attorney
 Signing Group: City Attorney
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 951A604F45D4468...
 Signature Adoption: Pre-selected Style
 Using IP Address: 206.169.145.130

Sent: 11/4/2022 11:17:24 AM
 Resent: 11/7/2022 10:43:22 AM
 Viewed: 11/7/2022 10:45:51 AM
 Signed: 11/7/2022 1:19:49 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/7/2022 10:45:51 AM
 ID: 4911b8de-98cc-4049-a7c0-68ab2203dc7d

SHARON RANALS
 sharon.ranals@ssf.net
 Assistant City Manager
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8A40B2F441FD4BA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.181.122.2

Sent: 11/7/2022 1:19:53 PM
 Viewed: 11/7/2022 2:15:43 PM
 Signed: 11/7/2022 2:16:51 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/7/2022 2:15:43 PM
 ID: a570be44-8bc8-4ab8-a2b5-9a174b75f02b

Signer Events	Signature	Timestamp
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Mike Futrell
 mike.futrell@ssf.net
 City Manager
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6852134787CA4DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.181.122.2

Sent: 11/7/2022 2:16:55 PM
 Viewed: 11/8/2022 9:41:29 AM
 Signed: 11/8/2022 9:41:32 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/8/2022 9:41:29 AM
 ID: 504e46f7-785c-4cc0-9e9b-17e599c16ec3

Rosa Govea Acosta
 rosa.acosta@ssf.net
 City Clerk
 City of South San Francisco
 Signing Group: City Clerk
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5908B15FF63F418...

 Signature Adoption: Pre-selected Style
 Using IP Address: 199.181.122.2

Sent: 11/8/2022 9:41:35 AM
 Viewed: 11/8/2022 10:59:45 AM
 Signed: 11/8/2022 10:59:52 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
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Elbert Chang
 elbert.chang@kimley-horn.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/8/2022 10:59:56 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/3/2022 1:24:37 PM
Certified Delivered	Security Checked	11/8/2022 10:59:45 AM
Signing Complete	Security Checked	11/8/2022 10:59:52 AM
Completed	Security Checked	11/8/2022 10:59:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of South San Francisco (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of South San Francisco:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tony.barrera@ssf.net

To advise Carahsoft OBO City of South San Francisco of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tony.barrera@ssf.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of South San Francisco

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tony.barrera@ssf.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of South San Francisco

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tony.barrera@ssf.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of South San Francisco as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of South San Francisco during the course of your relationship with Carahsoft OBO City of South San Francisco.



City of South San Francisco

P.O. Box 711 (City Hall,
400 Grand Avenue)
South San Francisco, CA

City Council

Resolution: RES 212-2022

File Number: 22-1005

Enactment Number: RES 212-2022

RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$266,185 IN GRANT FUNDING FROM THE CALIFORNIA PUBLIC UTILITIES COMMISSION FOR LOCAL AGENCY TECHNICAL ASSISTANCE FOR THE DEVELOPMENT OF A BROADBAND MASTER PLAN AND FIBER OPTIC DESIGN PROJECT, AND AMENDING THE INFORMATION TECHNOLOGY DEPARTMENT'S FISCAL YEAR 2022-2023 OPERATING BUDGET VIA BUDGET AMENDMENT 23.036.

WHEREAS, the City of South San Francisco's ("City") Information Technology Department has been awarded \$266,185 from the California Public Utilities Commission for Local Agency Technical Assistance (LATA) to develop a Broadband Master Plan and Fiber Optic Design Project; and

WHEREAS, the Broadband Master Plan will provide the City a 10-year plan to improve City connectivity, prepare for Smart City initiatives, and help create Public Private Partnerships with local carriers; and

WHEREAS, grant funds will be used to create construction documents for the Fiber Optic Design Project, which will involve installation of fiber optic strands in City-owned conduits, expansion of the public Wi-fi network in the Westborough area to help bridge the digital divide, and leasing of City's fiber optic strands to carriers as an incentive for carriers to build and expand their networks; and

WHEREAS, American Rescue Plan Act funds (ARPA) in the amount of \$149,600 originally designated for Broadband Master Plan will be reassigned to the City's unallocated ARPA account; and

WHEREAS, LATA grant funds in the amount of \$266,186 will be used to fund the Broadband Master Plan project and to amend Information Technology Department's current FY 22-23 Operating Budget per Budget Amendment 23.036.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South San Francisco that the City Council hereby accepts \$266,185 in LATA grant funding from the California Public Utilities Commission.

BE IT FURTHER RESOLVED, that the City Council amends the Information Technology Department's Fiscal Year 2022-2023 Operating Budget in order to reflect an increase of \$266,185 via Budget Amendment 23.036.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City to execute the documents necessary to accept the grant funding and take any other actions necessary to carry out the intent of this resolution on behalf of the City Council, subject to approval as to form by the City Attorney.

* * * * *

At a meeting of the City Council on 12/14/2022, a motion was made by Vice Mayor Nagales, seconded by Councilmember Coleman, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Nicolas, Vice Mayor Nagales, Councilmember Coleman, Councilmember Flores, and Councilmember Addiego

Attest by 

Rosa Govea Acosta, City Clerk



March 26, 2024v2

Tony Barrera
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

RE: *South San Francisco Fiber Network Design – Budget Amendment Request 1R1*

Dear Tony:p

This Budget Amendment Request 1R1 supersedes Budget Amendment Request 1 (12/14/23).

Per the direction of the City, the contract budget allocation for Design Services (Task 3) for the South San Francisco Fiber Network project was supplemented with the Construction Support budget to cover the following out-of-scope design services:

- Additional design and sheets for CASF locations
- Design additional City Building connections (Library, Orange pool)
- Design extension of Centennial Trail communications link to Spruce Ave
- Redesign of fiber network assignments from Corp Yard to City Police Department
- BART and SFPUC Permit Coordination

The revised Task 3 Design budget has been expended as of 11/30/23. To complete the project, the City has requested Kimley-Horn provide additional design services for finalize the Invitation For Bid (IFB) construction documents (Task 3) and provide Design Services During Construction (Task 4)

We have prepared the following tables and assumptions for your review and consideration.

Task 3 Prepare PS&E documents

To complete the project, the City has requested that Kimley-Horn prepare front-end contract specification documents, revise the 100% PS&E with additional intercept pull boxes and manholes for the existing fiber conduit; revise communication connections at EOC/Fire Station 61; develop base-bid and additive-alternate project limits to match available funding scenarios; incorporate City specification comments and permit coordination requirements; and prepare encroachment permit application for San Mateo County.

The table below summarizes the additional effort and assumptions for Task 3 (Prepare PS&E Documents)

Task 3	Prepare PS&E Documents (post 100% PS&E services)						
Work Items (#) Assumptions – see below	PM	PIC/QC	Sr Prof I	Analyst II	Analyst I	Support	Total
Prepare Front-End Specifications	1	---	4	12	---	---	17
Prepare Revised 100% PS&E Documents	2	---	4	8	4	---	18
Additional Project Management/Meetings	2	---	2	2	---	2	8
(2) County Permit Coordination	1	---	2	12	---	2	17
IIG manhole use coordination (2/8/24 - Monthly Meeting)	1	---	1	6	---	---	6
(5) Add Manholes and Details to Westborough (2/13/24 - Email)	1	---	2	8	---	---	11
Additional 100% Comments Markup (2/14/24)	2	---	8	16	---	---	26
(6) Fire Station EOC New conduit connection (2/15/24 - Email)	1	---	2	10	---	---	13
Corp Yard Pullbox upgrade, fiber route comments (2/15/24 - Email)	1	---	2	4	---	---	7
Update Cost Estimate per design comments	1	---	2	4	---	---	7
Spec Revisions (2/7/24 - Email)	2	---	12	4	---	---	18
Final Bid Plans (IFB)	2	---	4	4	4	4	18
Contingency (additional comments)	4	---	8	24	---	4	36
Task 3 Total Hours	21	0	53	108	8	12	212
Labor Rate (7/1/23-6/20/24)	\$310	\$310	\$240	\$185	\$165	\$125	
Task 3 Total Cost	\$6,510	\$-0-	\$12,720	\$19,980	\$1,320	\$1,500	\$42,030

Task 3 Assumptions

- (1) One round of editorial comments on revised 100% PS&E-revision2 prior to preparing Bid PS&E
- (2) One round of County comments on permit application. (KH to prepare encroachment permit for new manholes and lane closure permit for work in County ROW)
- (3) No Caltrans encroachment permit required: No new underground work in Caltrans ROW and fiber installation can be done without encroaching in Caltrans ROW. Contractor to prepare and submit traffic control plan and coordinate with Caltrans during construction.
- (4) Contractor to prepare and submit traffic control plans for work in South San Francisco, Caltrans, County, Daly City, and San Bruno
- (5) Use Manhole Details provided by City.
- (6) Fire Station new conduit routing per City mark-up. Additional field investigation by KH not included - will rely on building as-builts and City staff for field conditions.

Task 4 Design Support during Bidding and Construction

The City has requested Kimley-Horn provide design support during bidding and construction per 3/6/24 email. The table below summarizes the additional effort and assumptions for Task 4 (Design Support during Bidding and Construction).p

Task 4	Design Support during Bidding and Construction						
	PM	PIC/QC	Sr Prof I	Analyst II	Analyst I	Support	Total
4.1 Design Support during Bidding	4	2	12	24	---	4	46
<i>Assist in responding to questions during the bid process (a)</i>	2	1	8	8	---	2	
<i>Assist in preparing any addendum (revised plans, revised technical specifications, revised quantities) (b)</i>	2	1	4	16	---	2	
4.2 Design Support during Construction	12	8	56	65	---	19	159
<i>Convert the "Bid" set of documents to the "Conformed for Construction" set of documents (Plans and Technical Specifications)</i>	1	1	4	8	---	2	
<i>Attend Pre-Con meeting and Weekly Construction Progress meetings (c)</i>	4		10		---	4	
<i>Review Submittals</i>	2	2	8	16	---	2	
<i>Review RFI's</i>	2	2	16	8	---	2	
<i>Permits (i),(ii)</i>			8	8	---	0	
<i>Assist in preparing revised drawings/details for contract change orders</i>	2	2	8	16	---	5	
<i>Convert the red-lined (as-built) drawings to conformed set of plans</i>	1	1	2	8	---	4	
4.3 Design Support during Closeout	2	2	8	8	---	2	22
<i>Punch list and Acceptance Testing Support (e)</i>	2	2	8	8	---	2	
Task 4 Total Hours	18	12	76	96	0	25	227
<i>Labor Rate (7/1/23-6/20/24)</i>	\$310	\$310	\$240	\$185	\$165	\$125	
Task 4 Total Cost	\$5,580	\$3,720	\$18,240	\$17,760	\$0	\$3,125	\$48,425
						Task 4 Budget	\$48,425

Task 4 Assumptions

- (a) attend one meeting, response to up to two sets of bid questions.*
- (b) prepare up to two bid addendums*
- (c) assume up to 10 meetings*
- (d) prepare up to four revised drawings/details*
- (e) attend one meeting, review fiber test results and up to one set of corrections*
 - i. Construction support – include extra support for excavation (manholes – will they fit where proposed*
 - ii. CM team can take on TCP review and Permit oversight*

Budget Amendment Summary

Based on the above scope, Kimley-Horn is requesting a total additional budget of \$90,455 allocated among Task 3 (Prepare PS&E Documents) and Task 4 (Design Support during Bidding and Construction). The revised total contract budget is \$240,115.

See below for summary of changes cost table.

<u>Task</u>	<u>Original Budget</u>	<u>Revised Budget (Design Changes)</u>	<u>Budget Amend 1 (3/26/24)</u>
Task 1 – Project Management	\$9,810	\$9,810	\$9,810
Task 2 – Data Collection and Conceptual Design	\$26,620	\$27,712.50	\$27,712.50
Task 3 – Prepare PS&E Documents	\$84,190	\$110,937.50	\$152,967.50
Task 4 – Design Support During Bidding and Construction	\$27,840	\$ -0-	\$48,425
Other Direct Costs	\$1,200	\$1,200	\$1,200
TOTAL	\$149,660	\$149,660	\$240,115

We appreciate your consideration of the additional budget for completion of the project. Please contact me if you have any questions or need further clarification on our request.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Elbert K. Chang, P.E.
Project Manager
RCE #61548



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola	
	PHONE (A/C. No. Ext): 7702207699	FAX (A/C. No.):
E-MAIL ADDRESS: greylingcerts@greyling.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Union Fire Ins Co of Pittsburg		19445
INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
INSURER C : New Hampshire Insurance Company		23841
INSURER D : Lloyd's of London		85202
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 295435957 **REVISION NUMBER:**

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Fiber Optic Cable Design & Expansion; Elbert Chang. The City of South San Francisco, its officers, employees, agents & volunteers are named as Additional Insureds with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER City of South San Francisco; Tony Barrera 329 Miller Avenue South San Francisco CA 94080-0000	CANCELLATION 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.