

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOUTH SAN FRANCISCO AND  
KENNEDY/JENKS CONSULTANTS, INC.**

THIS AGREEMENT for consulting services ("Agreement") is made by and between the City of South San Francisco ("City") and Kennedy/Jenks Consultants, Inc. ("Consultant") (together sometimes referred to as the "Parties") as of April 24, 2019 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 23, 2021, or the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Five Hundred Four Thousand Six Hundred and Sixteen Dollars (\$504,616.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, or Consultant's compensation schedule attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below

shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds eight hundred (800) hours, which shall include an estimate of the time necessary to complete the work described in **Exhibit A**;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 **Final Payment.** City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.

- 2.6 **Reimbursable Expenses.** The following constitute reimbursable expenses authorized by this Agreement: reprographics, mailing and deliveries. Reimbursable expenses shall not exceed \$21,915. Expenses not listed above are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under Section 2 of this Agreement that shall not be exceeded.

- 2.7 **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 D. 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. .

- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

- 2.10 **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 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."

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit C**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General

Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS \$150,000 per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### 4.4 All Policies Requirements.

- 4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is cancelled by the insurer, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.
- 4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, 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.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 **Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit except for the professional liability insurance policy.

4.4.8 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.



**Section 5. INDEMNIFICATION AND Consultant's RESPONSIBILITIES.** To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**Section 6. STATUS OF Consultant.**

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.4.1 **Subcontracting**

A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its organization and no portion of the work pertinent to this contract shall be

subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Scope of Work.

- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are

confidential and will not be released to third parties without prior written consent of both parties unless required by law.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

9.3.1 **Retention of Records/Audit**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the term of the Agreement and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain the provision.

9.3.2 **Audit Review Procedures.**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Finance Director.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Finance Director of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.

**9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 **Contract Administration.** This Agreement shall be administered by the City's Engineering Division ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 **Notices.** 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:

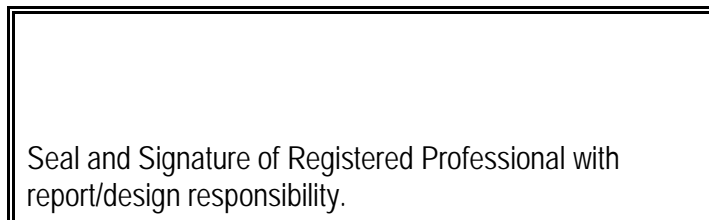
Consultant:

Kennedy/Jenks Consultants  
1676 North California Boulevard, Suite 430  
Walnut Creek, CA 94596  
Attention: Peter Symonds

City:

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

- 10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 **Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.
- 10.13 **Counterparts.** 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..



- 10.14 **Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.
- 10.15 **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto with no intent to benefit any non-signatory third parties.
- 10.16 **Cost Principles and Administrative Requirements.**
- A. Consultant agreed that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items not otherwise identified in the Scope of Work.
  - B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
  - C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.
  - D. All subcontracts in excess of \$25,000 shall contain the above provisions.
- 10.17 **Rebates, Kickbacks or Other Unlawful Consideration.** Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the total compensation stated in this Agreement; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 10.18 **Statement of Compliance.**
- A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
  - B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and

applicants for employment are free from such discrimination and harassment. Consultants and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance of their assignees and successors in interest.
- D. The Consultant, with regard to the work, performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

**10.19 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 has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

- B. 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.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

Consultants

\_\_\_\_\_  
City Manager

NAME:

\_\_\_\_\_  
TITLE:

**Attest:**

\_\_\_\_\_  
City Clerk

**Approved as to Form:**

\_\_\_\_\_  
City Attorney

2729962.1

## EXHIBIT A

### SCOPE OF SERVICES

#### ***Project Understanding***

This project is an Electrical and Controls systems upgrade at the City of South San Francisco (City) Water Quality Control Plant (WQCP). The WQCP is currently undergoing major wet weather capacity improvements. Design and construction of this electrical and control systems project will need to be done in coordination with this major wet weather project.

The Plant obtains power from PG&E via a 12-kilovolt (kV) main service. In 1992, the Plant installed four 480-volt switchboards to distribute this power to various Motor Control Centers operating equipment throughout the plant. In addition, the Plant meets a portion of its power needs via a 410-kilowatt cogeneration system fueled by digester gas. The Plant relies on emergency backup generators in the event of PG&E power outages. Many of the Plant electrical components are over 25-years old and are reaching the end of their design lives.

#### ***Task 1 - Project Management and QA/QC***

The objective of Task 1 is to develop and implement the appropriate management procedures and actions to facilitate timely and cost-effective delivery of quality services and products to the Owner. This task shall consist of project monitoring and administration and project quality assurance/quality control (QA/QC) activities.

##### ***Task 1.1 - Project Set-Up***

Kennedy/Jenks shall set up the project within Kennedy/Jenks' accounting system and issue a Project Initiation Plan to our design team, outlining the scope and budget, and develop a baseline schedule. Kennedy/Jenks shall prepare a Project Plan (PWP) prepared as part of the tunnel project development efforts. The PWP shall include a project HARP that will identify and address potential hazards to Kennedy/Jenks' staff during the Project. The HARP shall include potential hazards that may occur during field activities.

##### ***Task 1.2 - Project Management and Administration***

Kennedy/Jenks shall provide project management services needed to execute the design work. This shall consist of project administration related to schedule, budget, and scope management, and communication of project activities with the Owner. This task is assumed to run through the anticipated duration of the design and construction of the project, ending September 30, 2020.

Deliverables:

1. Major Decisions Log updates (electronic, Adobe Acrobat format).
2. Monthly Progress Status Reports (electronic, Adobe Acrobat format).

### ***Task 1.3 - Quality Assurance and Quality Control***

Each deliverable will receive a Quality Control review prior to submission to the Owner from a Senior Kennedy/Jenks engineer, not directly associated with the project, so that it is an independent review.

Kennedy/Jenks shall prepare a Quality Management Plan (QMP) for the project that identifies procedures, compliance methods, lines of communications and responsibilities, methods of checking and correcting the work, formats and procedures for responding to Owner's comments on deliverables, and record keeping requirements. The QMP shall also identify personnel and schedules to complete QA/QC reviews of the work and deliverables.

Kennedy/Jenks shall conduct an in-house Concept and Criterion (C&CR) meeting early in the project to obtain focused technical input from senior Kennedy/Jenks staff based on their experience from other similar projects. The C&CR meeting will be held at Kennedy/Jenks's Walnut Creek office and will be attended by up to 5 key project team members.

The Project Manager, or their designee, will monitor the QA/QC activities and will notify the team of any detected noncompliance with the QMP. All draft technical memoranda, the draft preliminary design report, Construction Document Submittals (e.g. 30%, 60%, 90%), and other deliverables included in the scope of work will be reviewed. Reviews will be performed by senior Kennedy/Jenks staff as identified in the QMP. A coordination check shall be performed at the end of the Preliminary Design phase of the project. In addition, interdisciplinary checks shall be performed during the Final Design phase of the project (50% and 90% submittal stages).

### ***Task 1.4 - Meetings***

Kennedy/Jenks shall prepare for and participate in the following meetings with the Owner at the plant. The meetings are anticipated to have a 2-hour duration and will be attended by 2 Kennedy/Jenks staff.

1. Kick-off meeting
2. Design Criteria Review Meeting
3. 50% Design Review meeting
4. 90% Design Review meeting

Deliverables:

5. Agenda and meeting minutes (Electronic, Adobe format).

### ***Task 1.5 - Health and Safety***

Kennedy/Jenks shall prepare and implement a Hazard Appraisal & Recognition Plan (HARP) for the work. In the event that a Kennedy/Jenks employee needs to visit the site where ongoing field investigation activities are ongoing, they will implement the requirements of the HARP.

Subconsultants will prepare HARPs for field activities they plan as part of the Project and submit them to Kennedy/Jenks prior to performing the field activities.

## ***Task 2 – Field Verify and Confirm Findings of the Technical Memoranda***

### ***Task 2.1 – Collect and Review Data***

Kennedy/Jenks will independently verify and confirm the condition of the components identified in the applicable Technical Memoranda to review the City and Memorandum Writers opinion of their condition and rehabilitation. If findings differ from that described in the Technical Memoranda, develop an independent assessment and description of deficiencies and make recommendations for improvement. Meet with and discuss recommendations with project key personnel to come to consensus on what is to be achieved. Final decisions from this meeting will be documented in the Decision Log.

## ***Task 3 – Design Criteria***

### ***Task 3.1 – Design Criteria Memo***

Prepare a draft version of a design criteria memorandum documenting design criteria to address deficiencies, incorporating the input from key project staff gained in the prior task. Submit the design criteria for key project staff review. Incorporate all applicable comments and submit the final design criteria.

Upon completion of the preliminary design phase Kennedy/Jenks shall incorporate the Owner's comments and preferences and then issue a design freeze notification. The design will proceed to completion on the basis of the agreements reached at this stage of the project. Redesign after notification of Kennedy/Jenks's design freeze, or redesign to meet the Owner's budget requirements or changed conditions will be accommodated by amendment to this contract.

## ***Task 4 – Final Design***

Final Design shall include the following task.

### ***Task 4.1 – 50% Design***

Based on the design concepts and criteria established in the Basis of Design Report, Kennedy/Jenks shall prepare a 50% design submittal package for Owner review. The 50% design submittal shall involve the following tasks. Kennedy/Jenks shall prepare a contract documents and planned technical specifications table of contents required for the work.

#### ***Task 4.1.1 - 50% Design Drawings***

Kennedy/Jenks shall prepare the 50% design drawings submittal package for the proposed facilities.

#### ***Task 4.1.2 - 50% Opinion of Probable Construction Cost***

Kennedy/Jenks shall prepare an opinion of probable construction cost (OPCC) for the 60 percent design submittal. The OPCC shall include a detailed breakdown to show the estimated cost for the major components of the design by CSI construction discipline. The OPCC will be projected

to the anticipated midpoint of construction. Cost estimates will be developed based on standards set forth by the Association for the Advancement of Cost Estimating (AACE) for Class 3.

### ***Task 4.2 – 90% Design***

Kennedy/Jenks will incorporate District review comments on the 50% Design package and prepare the 90% design submittal package for Owner review. The 90% phase will include further detailed design and refinement of the project elements developed in the preliminary and 50% design stages of the project.

#### **Task 4.2.1 - 90% Design Drawings**

Kennedy/Jenks shall incorporate the responses to the comments from the 50% design review and prepare the 90% design models.

#### **Task 4.2.2 - 90% Design Specifications and Control Strategies**

Kennedy/Jenks shall incorporate the responses to the comments from the 50% design review and prepare 90% design level specifications and front-end documents. The Contract Documents shall be prepared using the Owner's standard General Requirements and bidding forms and supplemental requirements.

#### **Task 4.2.3 - 90% Opinion of Probable Construction Cost**

Kennedy/Jenks shall incorporate the responses to the comments from the 50% design review and prepare OPCC for the 90 percent design submittal. The OPCC shall include a detailed breakdown to show the estimated cost for the major components of the design by CSI construction discipline. The OPCC will be projected to the anticipated midpoint of construction. Cost estimates will be developed based on standards set forth by the Association for the Advancement of Cost Estimating (AACE) for Class 2.

### ***Task 4.3 – 100% Design***

Kennedy/Jenks shall incorporate Owner review comments on the 90% Design packages, and prepare the 100% design package for the Owner. The 100% design phase will respond to, address and incorporate the Owner's comments from the 90% design stage of the project, and be the final submittal.

The 100% design submittal shall involve the following tasks.

#### **Task 4.3.1 - 100% Design Drawings**

Kennedy/Jenks shall provide written responses to the Owner's comments on the 90% design. Kennedy/Jenks shall incorporate the responses to the comments from the 90% design review. Deliverables shall be in a signed pdf copy.

#### **Task 4.3.2 – 100% Design Specifications**

Kennedy/Jenks shall incorporate the responses to the comments from the 90% design review and prepare 100% design specifications. The Contract Documents will be updated using the Owner's standard General Requirements and bidding forms and supplemental requirements. Deliverables shall be in a signed pdf copy.

### Task 4.3.3 - - 100% Opinion of Probable Construction Cost

Kennedy/Jenks shall incorporate the responses to the comments from the 60% design review and prepare OPCC for the 100 percent design submittal. The OPCC shall include a detailed breakdown to show the estimated cost for the major components of the design by CSI construction discipline. The OPCC will be projected to the anticipated midpoint of construction. Cost estimates will be developed based on standards set forth by the Association for the Advancement of Cost Estimating (AACE) for Class 2.

This task includes effort to coordinate with the City Building department to obtain a building permit. The City will prepare the application and pay the fee.

### *List of Drawings*

#### WPCF Electrical Improvements - Proposed Drawing List

SHEET	DESCRIPTION	50% Design	90% Design	100% Design
<b>GENERAL</b>				
G1.1	Title Sheet and Project Location	X	x	x
E1.1	General Electrical Symbols	X	x	x
E1.2	General Electrical Details	X	x	x
E1.3	Overall Electrical Site Plan	X	x	x
E2.1	Single Line Diagram - Overall Demolition and Temporary Power	X	x	x
E2.2	Single Line Diagram - Switchgear K Modifications	X	x	x
E2.3	Single Line Diagram - Switchgear K1 Modifications	X	x	x
E2.4	Single Line Diagram - Switchboard K2		x	x
E2.5	Single Line Diagram - Switchgear K3 Modifications	X	x	x
E2.6	Single Line Diagram - Switchboard EMS	X	x	x
E2.7	Single Line Diagram - MCC-B	X	x	x
E2.8	Single Line Diagram - MCC-S and S1 Modifications	X	x	x
E3.1	Electrical Equipment Elevations - 1	X	x	x
E3.2	Electrical Equipment Elevations - 2	X	x	x
I1.1	Control Schematics - 1	X	x	x
I1.2	Control Schematics - 2	X	x	x
I1.3	Control Schematics - 3	X	x	x
I1.4	Conduit Block Diagrams - 1	X	x	x
I1.5	Conduit Block Diagrams - 2		x	x
E4.1	Conduit and Cable Schedule - 1		x	X
E4.2	Conduit and Cable Schedule - 2		x	X
E5.1	Blower Building No.1 Electrical Plan		x	X
E5.2	Standby Generator Building No. 1 Electrical Plan		x	X
E5.3	Standby Generator Building No. 2 Electrical Plan		x	x
E5.4	Blower Building No. 2 Electrical Plan		x	x
<b>STRUCTURAL</b>				
S1.1	Structural General Notes and Abbreviations	X	x	x
S1.2	Structural Special Inspections I	X	x	x
S1.3	Structural Reinforced Concrete Notes and Standard Details	X	x	x



S1.4	I Equipment installation Details.		x	x
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#### ***Task 4.4 – Preprocurement package***

Kennedy/Jenks shall create an early procurement package for major equipment, anticipated to include switchgear, switchboards and MCC's as featured in the design. The draft package will be prepared to accompany the 50% submittal and the final package will be prepared to facilitate selection of a vendor prior to the 100% package. This task will also include time to coordinate with vendors regarding available equipment and current pricing prior to the issuance of the package.

The package will be issued by the city contracting staff as a separate bid. This task does not include instructions to bidders, advertisement or procurement contract documents other than technical specifications.

#### ***Task 4.5 – PG&E Communication***

Kennedy/Jenks will communicate with PG&E regarding the project when requested by the owner. This task is an allowance of \$20,000 to be used at the written request of the City. If the request for services exceeds the task budget, Kennedy/Jenks will request a change to this task prior to exceeding the allowance amount.

### ***Task 5 – Bid and Award***

#### ***TASK 5.1 - PRE-BID/PROPOSAL CONFERENCE***

Kennedy/Jenks shall organize, prepare the agenda, and conduct the pre-bid/proposal conference and site tour for the construction contractors to allow acquaintance of potential contractors with the work for the Project. A meeting summary will be prepared to document the questions, comments, and responses provided during the pre-bid conference and site visit. This task does not include advertisement or preparation of contract document sets.

#### ***Task 5.2 - Addenda and Clarifications***

Kennedy/Jenks shall prepare addenda during the bid period to clarify the design documents, with distribution of all addenda by the Owner. Kennedy/Jenks shall also provide answers to written questions submitted to the Owner by bidders and provided in writing to Kennedy/Jenks. Contract requirements which are changed as a result of questions and answers will be included in the issued addenda. It is assumed that Kennedy/Jenks shall prepare up to two (2) addenda.

#### ***Task 5.3 - Attend Bid Opening***

Kennedy/Jenks shall attend the bid opening and will prepare the bid tabulation summary, documenting the bids received and the preliminary bid amounts.

## ***Task 6 – Engineering Services During Construction***

Kennedy/Jenks shall assist the Owner during the construction phase of the project by performing the following tasks:

### ***Task 6.1 - Requests for Information***

Kennedy/Jenks shall provide responses to the Contractor's Requests for Information (RFIs). RFIs shall be furnished to Kennedy/Jenks by the Owner, and written responses shall be provided to the Owner for dissemination to the Contractor within an average of 10 working days of receipt of an RFI. It is assumed that up to 20 RFIs will be reviewed by Kennedy/Jenks.

### ***Task 6.2 – Submittals***

Kennedy/Jenks shall review submittals and shop drawings and provide review comments to the Owner. Submittals shall be furnished to Kennedy/Jenks by the Owner. Kennedy/Jenks shall promptly review submittals and provide written comments and recommended submittal review disposition within an average of 15 working days of receipt of a submittal. The term submittal used herein includes technical submittals, shop drawings, samples, operations and maintenance manuals, and product data required to be submitted by the Contractor. It is assumed that up to 28 submittals, including resubmittals, will be reviewed by Kennedy/Jenks.

### ***Task 6.3 - Attendance at Construction Progress Meetings***

Kennedy/Jenks shall attend regularly organized construction coordination/progress meetings organized by the Owner. A total of 10 meetings, assumed to be up to 1 hrs duration, will be attended by up to 2 Kennedy/Jenks staff. Meeting agenda and minutes shall be prepared by the Owner and reviewed by Kennedy/Jenks. Attendance is anticipated to be by telephone for 8 of the meetings.

### ***Task 6.4 – Site Observation***

Kennedy/Jenks shall make up to 3 visits to the construction site to review the progress and quality of the construction work. The visits shall observe the general quality of the work at the time of the visit. For each site visit, Kennedy/Jenks shall prepare a site observation report documenting the areas observed and comments regarding general conformance with the design requirements. Kennedy/Jenks' observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. Kennedy/Jenks shall review items of concern with Owner's construction inspector before leaving the site.

### ***Task 6.5 – Change Order Reviews***

Kennedy/Jenks shall support the Owner, as requested, with evaluation of change orders or potential change orders. It is assumed that the Owner's construction management staff will have primary responsibility for evaluation of and responses to Contractor-issues notices and correspondence. This task provides as-needed support for up to 10 change order or potential change order reviews.

### ***Task 6.6 – Record Drawings***

Kennedy/Jenks shall prepare Record Drawings for the Project using the drawing markups of construction changes provided by the Contractor. Kennedy/Jenks shall provide one electronic and one full sized (22"x34") paper hard copy of the Record Drawing set.

### ***Responsibilities of the Owner***

1. Provide existing geotechnical information, site plans, utility record drawings in the Owner's possession, as-built utility records, and other relevant project information.
2. Pot-holing of utilities.
3. Provide title reports.
4. Provide AutoCAD drafting standards including drawing sheet Title and Border, in AutoCAD.
5. Provide an electronic copy of a sample Project Manual including Bidding Requirements, Agreement, General Requirements, Technical specifications, Wage Rates and Standard Details.
6. Provide an electronic copy of Client guide technical specifications.
7. Owner will provide adjudicated and consolidated review comments in a matrix format on Kennedy/Jenks' deliverables within 5 working days of receipt of deliverable, as indicated in the baseline schedule.
8. Prepare Bidding Requirements (except that Consultant will provide bid items and quantities), Agreement, Divisions 1, and Wage Rates for the Project Manual.
9. Provide access to Owner's personnel and plant, as needed.
10. Participate in decision-making and provide a best-faith effort to make key decisions in a timely manner.
11. Review and provide comments on the Contract Documents at the 50% and 90% levels of design completion. Review the 100% contract documents to determine that the 90% comments have been adequately addressed. Review comments will be consolidated, will be non-contradictory and will be provided within ten working days of document receipt. Provide a best faith effort to make review comments as early in the design process as possible.
12. Print additional copies of the review documents for distribution to reviewers.
13. Print the Contract Document Bid Sets and distribute to prospective bidders.
14. Provide Construction Management, inspection and materials testing.
15. Conduct the advertisement for bidding, reproduce and distribute plans, act as the point of contact for contractors, organize bid opening, award the construction contract, and arrange Pre-Bid meetings.
16. Coordinate and process RFIs, shop drawings and change orders, and distribute them to the Consultant in a timely manner.

### ***Assumptions and Exclusions***

17. Unless specifically noted otherwise, deliverables will be electronically in Adobe PDF format.
18. AutoCAD and AutoCAD Civil 3D 2014 will be used to prepare the drawings.

19. Geotechnical investigation is not required. Client will provide the Consultant with any existing geotechnical information already existing, and the Consultant may reasonably rely on this information. Client understands that this increases the likelihood of related change orders during construction.
20. The existing electrical supply is adequate for adding proposed new facilities. Three phase 480 volt power is available.
21. The design is noted to be an “in-kind” replacement which does not require substantial additional loads or systems to be added. Should additional loads or systems be required, the fee and scope assumptions within this agreement would require revision to accommodate the work necessary for the additional loads.
22. Programming of PLC and instrumentation is not included.
23. The island mode for cogeneration facilities mentioned in the prior Technical Memoranda will not be evaluated or included.
24. Existing utility relocations are not included in this scope of work.
25. Responses to comments will be developed for an average of 50 comments per design milestone review.
26. The review of the 100% documents will not include new comments.
27. Three half-size (11-inch by 17-inch) sets of 60%, and 90% plans and construction cost estimates will be submitted for review. Draft specifications will also be included in the 90% submittal package.
28. 100% design documents for bidding will include five bound half-size sets, five bound sets of specifications, one loose half-size set, one loose set of specifications, one loose full-size set, and a final construction cost estimate. Drawing sets will be printed on bond.
29. Paper copies of the Bid Documents are the official copies not the electronic copies. The Owner will not release electronic copies to the Bidders or Contractor.
30. There will not be an extended delay during the design, bidding or construction periods.
31. There will be one construction bid package and one equipment pre-procurement package.
32. Construction surveying is not included in this scope of work.
33. The scope of work does not include services for bid disputes or rebidding the project.
34. Inspection services and materials testing is not included.
35. Construction support budget is an allowance only. Effort for this task is limited to the costs identified in the Consultant Fee Estimate. Additional effort will only be provided as authorized through a contract modification.

# EXHIBIT B

## COMPENSATION SCHEDULE



**Client/Address:** City of South San Francisco  
Engineering Division  
315 Maple Ave  
South San Francisco, CA 94080

**Contract/Proposal Date:** March 12, 2019

### Schedule of Charges

January 1, 2019

#### PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$160
Engineer-Scientist-Specialist 3 .....	\$180
Engineer-Scientist-Specialist 4 .....	\$195
Engineer-Scientist-Specialist 5 .....	\$215
Engineer-Scientist-Specialist 6 .....	\$240
Engineer-Scientist-Specialist 7 .....	\$265
Engineer-Scientist-Specialist 8 .....	\$280
Engineer-Scientist-Specialist 9 .....	\$295
CAD-Technician .....	\$115
Senior CAD-Technician .....	\$130
CAD-Designer .....	\$150
Senior CAD-Designer .....	\$170
Project Administrator .....	\$125
Administrative Assistant .....	\$105
Aide .....	\$80

In addition to the above Hourly Rates, an Associated Project Cost charge of \$9.74 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

#### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2019 through December 31, 2019. After December 31, 2019, invoices will reflect the Schedule of Charges currently in effect.

## EXHIBIT C

## INSURANCE CERTIFICATES



## CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

9/27/2018

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1370659 KENNEDY/JENKS CONSULTANTS, INC. 303 SECOND STREET, SUITE 300 SOUTH SAN FRANCISCO CA 94107		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Insurance Company <b>INSURER B:</b> Lexington Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 16535 19437	

**COVERAGES** **CERTIFICATE NUMBER:** 14934721 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO5833581	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" 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	Y	N	BAP9326879	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9326878	10/1/2018	10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	N	N	026154151	10/1/2018	10/1/2019	\$1,000,000 PER CLAIM \$1,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: THE CITY OF SOUTH SAN FRANCISCO, ITS ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, CONTRACTORS, AND CONSULTANTS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSURED'S OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY KENNEDY/JENKS CONSULTANTS, INC. WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

## CERTIFICATE HOLDER

14934721  
 CITY OF SOUTH SAN FRANCISCO  
 400 GRAND AVE / PO BOX 711  
 SOUTH SAN FRANCISCO CA 94083

## 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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EXHIBIT D  
FORM 590

TAXABLE YEAR

CALIFORNIA FORM

**2019 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

City of South San Francisco

**Payee Information**

Name

Kennedy/Jenks Consultants, Inc.

☐ SSN or ITIN ☒ FEIN ☐ CA Corp no. ☐ CA SOS file no.

9 4 - 2 1 4 7 0 0 7

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

421 SW 6th Ave., Ste. 1000

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

Portland

State ZIP code

OR 9 7 2 0 4

**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.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to [ftb.ca.gov/forms](http://ftb.ca.gov/forms) and search for 1131. To request this notice by mail, call 800.852.5711.

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 Andrew Bailey/ Assistant Corporate Secretary

Telephone (503) 423-4011

Payee's signature ANDREW BAILEY

Digitally signed by ANDREW BAILEY  
DN: cn=ANDREW BAILEY, o=KENNEDY/JENKS CONSULTING, ou=BSS-  
ACCOUNTING, email=andrew.bailey@kennedyjenks.com, c=US  
Date: 2019.04.04 12:02:02 -0700

Date 04/04/2019