

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
KITCHELL/CEM, INCORPORATED**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kitchell/CEM, Incorporated (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on February 21, 2014 (hereinafter, "Agreement") to provide project management services during the Schematic Design Phase through the Bid Phase (hereinafter, "services") for the Monterey County Jail Housing Addition (hereinafter, "Project") through June 30, 2016 for an amount not to exceed \$2,000,000; and

**WHEREAS**, CONTRACTOR shall complete all services for the Project by no later June 30, 2016; and

**WHEREAS**, additional time beyond June 30, 2016 may be necessary due to possible delays in the Project schedule caused by State approvals and to allow CONTRACTOR to complete services for the Project; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for three (3) additional months to September 30, 2016 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from November 5, 2013 to September 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.

2. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (#MYA 3000 \*1141), the Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:


County of Monterey  
Resource Management Agency (RMA) – Finance Division  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA - Finance Division at (831) 755-4800.

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:   
Contracts/Purchasing Officer

Date: 28 June 2016  
**PURCHASING MANAGER  
COUNTY OF MONTEREY**

**Approved as to Form and Legality  
Office of the County Counsel**

By:   
Jesse J. Avila  
Deputy County Counsel

Date: 6/24/16

**Approved as to Fiscal Provisions**

By:   
Auditor/Controller

Date: 6-27-16

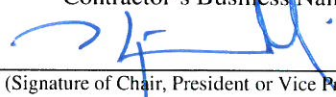
**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

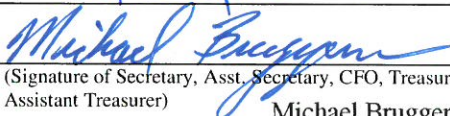
**CONTRACTOR\***

Kitchell/CEM, Incorporated  
Contractor's Business Name

By:   
(Signature of Chair, President or Vice President)

Its: DAVID GIANNELLI, SR VP  
(Print Name and Title)

Date: 6/22/2016

By:   
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)  
Michael Bruggeman,

Its: ASST SECRETARY  
(Print Name and Title)

Date: 6/22/2016

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2015

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 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 ACIG Insurance Agency, Inc.  
2600 N. Central Expwy. Suite 800  
Richardson, TX 75080

CONTACT NAME:  
PHONE (A/C. No. Ext): 972-702-9004 FAX (A/C. No): 972-687-0604  
E-MAIL ADDRESS: accountmanagers@acig.com

www.acig.com

INSURED  
Kitchell CEM, Inc.  
255 W. Julian Street, #400  
San Jose CA 95110

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Contractors Ins. Co. RRG	12300
INSURER B:	ACIG Insurance Company	19984
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 25075577 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	ADOL SUBR INSD 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"/> <input checked="" type="checkbox"/>	GL14P00002 primary GL14PX0002 excess follow form	6/1/2014	6/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCA000006815	6/1/2015	6/1/2016	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: All operations of the insured performed for the County of Monterey see attached endorsements  
-See Attached Remarks Schedule-

CERTIFICATE HOLDER  
All operations performed for the County  
County of Monterey  
Contracts/Purchasing Department  
Resource Management Agency  
168 West Alisal Street, 3rd Floor  
Salinas CA 93901

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  
Michael J. O'Neill

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Kitchell CEM, Inc. 255 W. Julian Street, #400 San Jose CA 95110	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25      FORM TITLE: Certificate of Liability (01/14)

HOLDER: County of Monterey Contracts/Purchasing Department Resource Management Agency

ADDRESS: 168 West Alisal Street, 3rd Floor Salinas CA 93901

GL - If these policies are cancelled, non-renewed or materially changed, 60 days notice, except 10 days for nonpayment of premium, will be mailed to the Certificate Holder.

WC - If these policies are cancelled, non-renewed or materially changed, 60 days notice, except 10 days for nonpayment of premium, will be mailed to the Certificate Holder.



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 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).

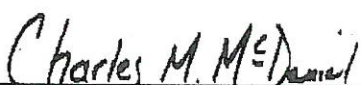
<b>PRODUCER</b> Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> The Travelers Indemnity Company</td> <td></td> <td>25658</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> The Travelers Indemnity Company		25658	<b>INSURER B:</b>			<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>	
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<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> 1328704 Kitchell CEM Inc. 255 W. Julian Street, #400 San Jose CA 95110																					

**COVERAGES KITCO02**      **CERTIFICATE NUMBER: 13352646**      **REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	DT8105E496169	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ 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 \$
	<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	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Hired Auto Physical Damage	N	N	DT8105E496169	6/1/2015	6/1/2016	Comp. Ded. \$1,000 Coll. Ded. \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: All operations performed for the County by the Named Insured.

<b>CERTIFICATE HOLDER</b>  13352646  County of Monterey Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor Salinas CA 93901	<b>CANCELLATION</b>  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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## ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Any person or organization that you are required by contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
  2. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
  4. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.
  5. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services, including:
    - a) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or,
    - b) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.
  6. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
  7. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of ISO CG20101185, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2014

Policy No.: GL14P00002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

Countersigned By \_\_\_\_\_





### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as policy effective date unless otherwise indicated above.

Policy Effective Date: 6/1/2014


Policy No.: GL14P00002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

Countersigned By 

Named Insured: Kitchell Corporation, et al  
Carrier: Travelers Indemnity Company  
Policy No. DT8105E496169  
Eff. Dates: 6/1/15-6/1/16

CA T3 53 03 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE – GLASS
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL EFFECTS
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., Who Is An Insured, of

Named Insured: Kitchell Corporation, et al  
Carrier: Travelers Indemnity Company  
Policy No. DT8105E496169  
Eff. Dates: 6/1/15 to 6/1/16

CA T3 53 03 10

**SECTION II - LIABILITY  
COVERAGE:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**D. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II - LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

1. The following replaces Paragraph **A.2.a.(2), of SECTION II - LIABILITY COVERAGE:**

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4), of SECTION II - LIABILITY COVERAGE:**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

The following replaces Subparagraph e. in Paragraph **B.7., Policy Term, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:**

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
- (b) Neither you nor any other involved "insured" will make any settlement without our consent.
- (c) We may, at our discretion, participate in defending

Named Insured: Kitchell Corporation, et al  
Carrier: Travelers Indemnity Company  
Policy No. DT8105E496169  
Eff. Dates: 6/1/15 to 6/1/16

CA T3 53 03 10

the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(I) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE;

(II) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the

"insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".



Named Insured: Kitchell Corporation, et al  
Carrier: Travelers Indemnity Company  
Policy No. DT8105E496169  
Eff. Dates: 6/1/15 to 6/1/16

CA T3 53 03 10

**I. PHYSICAL DAMAGE -  
TRANSPORTATION EXPENSES -  
INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III - **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III - **PHYSICAL DAMAGE COVERAGE**:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., **Exclusions**, of SECTION III - **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV - **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV - **BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV - **BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be     \* % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

**Person or Organization**

**Job Description**

Whomever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

\* No Additional Premium to be applied

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2015

Policy No. WCA000006815

Endorsement No.

Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company

Countersigned by

*Nancy Spaffle*

For Reference

File ID 13-1152 No. 55



# Monterey County

**RECEIVED**  
BY MMW DATE 11/29/13

from Dish L.  
168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

Upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Adopted Resolution 13-339:

- a. Approving the acceptance of additional conditional funding for the Jail Housing Addition Project, Project 8819, in the amount of \$43,705,000, to increase the present Project from a 288 medium-security bed facility to a 576 medium-security bed facility with essential administrative and support space improvements based on the State of California conditional award of \$80 Million;
- b. Approving the additional minimum matching funds in the amount of \$4,867,222 to the previously approved match of \$4,032,778, for a total cash and in-kind match of \$8,900,000;
- c. Authorizing the Sheriff to accept the additional conditional funding award from the Board of State and Community Corrections;
- d. Authorizing the Director of Public Works to negotiate and expand the Professional Services Agreement with Lionakis to increase its scope to comply with State full conditional award milestones, with a not-to-exceed additional amount of \$3,500,000 for additional architectural services;
- e. Authorizing and directing the County Administrative Officer, Director of Public Works, and Sheriff to take such other further actions as may be necessary or appropriate to move the Project forward to meet the State's milestone requirements for design submissions as defined under the AB 900 Phase II funding program;
- f. Authorizing the Director of Public Works to negotiate and execute an amendment for professional services with HMC Architects or an agreement with EMC Planning to complete an Environmental Impact Report for the State full conditional award, with a not-to-exceed amount of \$400,000; and
- g. Authorizing the Director of Public Works to negotiate and enter into an agreement for professional services with Kitchell CEM to provide Project Management Services to comply with State full conditional award milestones, with a not-to-exceed amount of \$2 Million.

PASSED AND ADOPTED on this 5th day of November 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Potter  
 NOES: Supervisor Parker  
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on November 5, 2013.

Dated: November 5, 2013  
File Number: 13-1152

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Danise Hancock  
Deputy



Before the Board of Supervisors in and for the  
County of Monterey, State of California

**Resolution No.13-339**

Resolution authorizing acceptance of additional )  
State funding, proceeding with 576 bed Project, )  
amendment and entry into professional service )  
agreements, approving County matching funds, )  
and further actions in relation to the Jail Housing )  
Addition Project, Project 8819..... )

- a. Accept additional State of California conditional funding in the amount of \$43,705,000 (total funding of \$80 Million);
- b. Increase the Project from a 288 to a 576 medium-security bed facility with essential administrative and support space improvements;
- c. Approve additional minimum matching funds of \$4,867,222 (total cash and in-kind match of \$8,900,000);
- d. Authorize the negotiation of an amendment of the architectural Professional Services Agreement with Lionakis to encompass full conditional award milestones (not-to-exceed an additional amount of \$3,500,000);
- e. Authorize the taking of such other further actions as may be necessary or appropriate to meet the State's milestone requirements for design submissions under AB 900 Phase II funding program;
- f. Authorize the negotiation and execution of an amendment for professional services with HMC Architects or an agreement with EMC Planning to complete an Environmental Impact Report for the State full conditional award (not-to-exceed amount of \$400,000); and
- g. Authorize negotiation of and enter into an agreement with Kitchell CEM for Project Management Services to comply with State full conditional award milestones (not-to-exceed amount of \$2 Million)

WHEREAS, the existing Monterey County Jail lacks sufficient beds to adequately house felons sentenced with criminal sanctions in Monterey County, the Jail primarily containing dormitory beds unsuitable for the more dangerous felons currently housed, and experiencing high occupancy counts;

WHEREAS, the State legislature, through AB 900 ("Public Safety and Offender Rehabilitation Services Act of 2007"), has authorized the Department of Corrections, through agreement with participating counties, to acquire land, design, construct, and expand detention facilities;

WHEREAS, the Board of Supervisors on December 6, 2011, approved Board Resolution No. 11-377 authorizing Sheriff Scott K. Miller to sign and submit an application for a local adult detention facility AB 900 construction grant in the amount of \$80 Million, and made other necessary and appropriate findings and declarations supporting the AB 900 construction grant application;

WHEREAS, the application was submitted and found worthy of funding at the Corrections Standards Authority (CSA) Board Meeting on March 8, 2012;



WHEREAS, on July 26, 2012, the Board of State and Community Corrections (BSCC), previously known as the CSA until renamed on July 1, 2012, voted to approve a conditional funding award of \$36,295,000 toward a \$40,327,778-expansion of the County of Monterey Adult Jail;

WHEREAS, since the March 2012 conditional fund allocation, the State has reallocated unused funds from Phase I conditional awards into Phase II medium-size counties, which now allows the third- ranked county to be fully funded as well as a partial conditional funding award offer to Monterey County;

WHEREAS, in early August 2012, the County submitted an Amended Application, consistent with the new conditional award, to revise the Project scope to the BSCC per the Board's direction on August 9, 2012;

WHEREAS, on August 28, 2012, action by the Board of Supervisors authorized the Jail Housing Addition Project (8819) an expansion of 288 medium-security beds with essential administrative and support space improvements as well as directed staff to begin the process of public outreach, environmental clearance, design, and preparation of construction documents for the Project;

WHEREAS, the BSCC at their September 2012 Board meeting confirmed the project scope changes per the County's Amended Application;

WHEREAS, BSCC's acceptance of the County's Amended Application with revised scope triggered a series of specific milestones activities that the County must comply with in order to maintain the conditional award;

WHEREAS, on September 20, 2013, Senate Bill 365 (SB 365) was presented to Governor Brown for signature and was signed on October 8, 2013, moving AB 900 Phase I funding to AB 900 Phase II and authorizing the BSCC to increase Monterey County's conditional award from \$36,295,000 to the full conditional award of \$80 Million;

WHEREAS, the BSCC Board will vote on this additional conditional award on November 14, 2013; and

WHEREAS, staff is presently seeking the Board's approval of the County's acceptance of the pending conditional funding award offer to allow the County and its Consultants to immediately direct their efforts toward a larger 576-bed-facility scale design.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Monterey as follows:

a. Approves the acceptance of additional conditional funding for the Jail Housing Addition Project, Project 8819, in the amount of \$43,705,000, to increase the present Project from a 288 medium-security bed facility to a 576 medium-security bed facility with essential administrative and support space improvements based on the State of California conditional award of \$80 Million;

- b. Approves the additional minimum matching funds in the amount of \$4,867,222 to the previously approved match of \$4,032,778, for a total cash and in-kind match of \$8,900,000;
- c. Authorizes the Sheriff to accept the additional conditional funding award from the Board of State and Community Corrections;
- d. Authorizes the Director of Public Works to negotiate and expand the Professional Services Agreement with Lionakis to increase its scope to comply with State full conditional award milestones, with a not-to-exceed additional amount of \$3,500,000 for additional architectural services;
- e. Authorizes and directs the County Administrative Officer, Director of Public Works, and Sheriff to take such other further actions as may be necessary or appropriate to meet the State's milestone requirements for design submissions as defined under the AB 900 Phase II funding program;
- f. Authorizes the Director of Public Works to negotiate and execute an amendment for professional services with HMC Architects or an agreement with EMC Planning to complete an Environmental Impact Report for the State full conditional award, with a not-to-exceed amount of \$400,000; and
- g. Authorizes the Director of Public Works to negotiate and enter into an agreement for professional services with Kitchell CEM to provide Project Management Services to comply with State full conditional award milestones, with a not-to-exceed amount of \$2 Million.

**PASSED AND ADOPTED** upon motion of Supervisor Potter, seconded by Supervisor Salinas and carried this 5th day of November 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno Salinas and Potter  
NOES: Supervisor Parker  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on November 5, 2013.

Dated: November 5, 2013  
File Number: 13-1152

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy