

**AMENDMENT NO. 7  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
KITCHELL/CEM, INC.**

**THIS AMENDMENT NO. 7** to Agreement No. A-12664 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kitchell/CEM, Inc. (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 Agreement No. A-12664 with County on May 12, 2014 (hereinafter, "Agreement") to provide on-call services over \$100,000 for architectural and engineering design services for various correctional projects located in Monterey County (hereinafter, "services") through May 12, 2017 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$5,000,000; and

**WHEREAS**, Agreement was amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 1", including Attachment K-1, Revised Fee Schedule effective January 15, 2016) to update the Fee Schedule with no term extension and no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 15, 2017 (hereinafter, "Amendment No. 2", including Attachment K-2, Revised Fee Schedule effective July 1, 2017) to update the Fee Schedule and to extend the term for one (1) additional year through May 12, 2018 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 9, 2018 (hereinafter, "Amendment No. 3", including Attachment K-3, Revised Fee Schedule effective July 1, 2018) to update the provisions of the Agreement, to update the Fee Schedule, and to extend the term for one (1) additional year through May 12, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 13, 2019 (hereinafter, "Amendment No. 4") to extend the term for approximately two (2) additional months through June 30, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on June 28, 2019 (hereinafter, "Amendment No. 5") to extend the term for four (4) additional months through October 31, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on October 29, 2019 (hereinafter, "Amendment No. 6") to extend the term for five (5) additional months through March 31, 2020 with no increase in the not to exceed amount; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10458; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide services and to allow County staff to prepare and process a new RFQ; and

**WHEREAS**, CONTRACTOR's Fee Schedule requires an update effective April 1, 2020; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the Fee Schedule effective April 1, 2020 and to extend the term for fifteen (15) additional months to June 30, 2021 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. 7.

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

1. Amend Paragraph 1.1 of Section 1.0, Performance of the Agreement, to delete "This AGREEMENT with Attachment K-3: Revised Fee Schedule, effective July 1, 2018" and add "This AGREEMENT with Attachment K-4: Revised Fee Schedule, effective April 1, 2020".
2. In all places within the Agreement, any reference to Attachment K-3: Revised Fee Schedule, effective July 1, 2013 is hereby replaced with Attachment K-4: Revised Fee Schedule, effective April 1, 2020.
3. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, May 12, 2014, through and including June 30, 2021.

4. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3000\*1205), Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).



5. Amend County information in Paragraph 21.2 of Section 21.0, "Notices", to read as follows:

TO COUNTY:

Florence Kabwasa-Green

Project Manager III

County of Monterey

Resource Management Agency – Public Works, Parks & Facilities

1441 Schilling Place, South 2<sup>nd</sup> Floor

Salinas, California 93901-4527

Phone: (831) 755-4805

Fax: (831) 755-4958

Email: [kabwasa-greenfa@co.monterey.ca.us](mailto:kabwasa-greenfa@co.monterey.ca.us)

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_ Kitchell/CEM, Inc.  
Contractor's Business Name

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

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

Approved as to Form and Legality  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Its: Russell A. Foy, President  
(Print Name and Title)

Date: 03/09/2020

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

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

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

Its: MICHAEL BRUGGEMAN / ASST SECRETARY  
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 3/5/2020

By: \_\_\_\_\_  
Auditor/Controller

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

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: [Signature]  
Contracts/Purchasing Officer

Kitchell/CEM, Inc.  
Contractor's Business Name

Date: 04-02-2020

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

Approved as to Form and Legality  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Its: Russell A. Foy, President  
(Print Name and Title)

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 03/09/2020

Date: 3-10-2020

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

Its: MICHAEL BRUGGEMAN / ASST SECRETARY  
(Print Name and Title)

By: [Signature]  
Auditor/Controller

Date: 3/5/2020

Date: 3/11/2020

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

## ATTACHMENT K-4: REVISED FEE SCHEDULE

Effective April 1, 2020

CONTRACTOR's Staff	Fiscal Year* 2020 Hourly Rates	Fiscal Year* 2021 Hourly Rates
Project Executive	\$258.00	\$266.00
Engineering Manager	\$228.00	\$235.00
Senior Project Manager	\$217.00	\$224.00
Project Manager	\$168.00	\$173.00
Senior Registered Architect	\$168.00	\$173.00
Security Specialist	\$168.00	\$173.00
Structural Engineer	\$168.00	\$173.00
Civil Engineer	\$168.00	\$173.00
Mechanical Engineer	\$156.00	\$161.00
Electrical Engineer	\$156.00	\$161.00
Commissioning Agent	\$156.00	\$161.00
Registered Architect	\$144.00	\$148.00
Senior Estimator	\$144.00	\$148.00
Senior Scheduler	\$144.00	\$148.00
CMMS Program Manager	\$123.00	\$127.00
Technical Services Manager	\$123.00	\$127.00
CAD/BIM Manager	\$117.00	\$121.00
Designer	\$117.00	\$121.00
Estimator	\$113.00	\$116.00
Scheduler	\$113.00	\$116.00
Stationary Building Engineer	\$110.00	\$113.00
Electronics/Security Technician	\$105.00	\$108.00
HVAC Technician	\$99.00	\$102.00
CAD/BIM Operator	\$91.00	\$94.00
Building Maintenance Technician	\$85.00	\$88.00
Clerical	\$84.00	\$87.00

\*Fiscal Year = July 1 - June 30

Hourly rates include salary cost, general and administrative expense, and overhead and profit.

Cost of work and equipment provided by sub-contractors or sub-consultants to CONTRACTOR shall be negotiated and mutually agreed upon by the County and CONTRACTOR for each Delivery Order issued under this Agreement.

Sub-contractor or sub-consultant costs will be marked up by 10% to cover CONTRACTOR's cost of administration.

### Reimbursable Expenses

- |   |                           |
|---|---------------------------|
| • Reproduction Charges                    | Direct Cost + 10%         |
| • Communication                           | Direct Cost + 10%         |
| • Travel Outside CONTRACTOR's Home Office | Current Standard IRS Rate |





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

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



**ADDITIONAL REMARKS SCHEDULE**

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

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Kitchell CEM, Inc. 1180 Coleman Ave, Suite 202 San Jose CA 95110	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**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, when required by written contract, permit or agreement with the Named Insured.

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, when required by written contract, permit or agreement with the Named Insured.

Professional/Pollution \*Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.





# CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)

5/29/2019

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

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

PRODUCER Lockton Companies 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED 1328704 Kitchell CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: *** SEE ATTACHMENT ***	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

**COVERAGES**

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
	COMMERCIAL GENERAL LIABILITY <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 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 - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	810-1N108715-19-26-G	6/1/2019	6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	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/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Hired Auto Physical Damage	N	N	810-1N108715-19-26-G	6/1/2019	6/1/2020	Comp. Ded. \$1,000 Coll. Ded. \$1,000

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

RE: All operations performed for the County by the Named Insured. The County of Monterey is included as Additional Insured as respects Automobile Liability if required by written contract, where permissible by law. Coverage is Primary and Non-Contributory.

**CERTIFICATE HOLDER**

13352646  
County of Monterey  
Contracts/Purchasing Department  
168 West Alisal Street, 3rd Floor  
Salinas CA 93901

**CANCELLATION** See Attachments

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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<b>AUTO INSURER BY STATE</b>		
<b>State</b>	<b>Insuring Company</b>	<b>NAIC</b>
AZ	The Charter Oak Fire Insurance Company	25615
CA	The Travelers Indemnity Company of Connecticut	25682
NM	The Phoenix Insurance Company	25623
NV	The Travelers Indemnity Company of America	25666
OH	Travelers Property Casualty Company of America	25674
TX	The Charter Oak Fire Insurance Company	25615
UT	The Phoenix Insurance Company	25623
VA	The Phoenix Insurance Company	25623



## ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Any person or organization that you are required by written 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, and only to the extent and for the minimum limits required in the written contract.
- 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, whichever occurs first.
  2. Unless specifically 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 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 by any insured or on any insured's behalf, including:
    - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
    - b) Supervisory, inspection, architectural 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 the failure to render, any professional architectural, engineering or surveying services.
  5. 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.
  6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
  7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, 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. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. 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.

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: 6/1/2019

Policy No.: GL19PA0002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

### 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: 6/1/2019

Policy No.: GL19PA0002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG



Policy # 810-1N108715-19-26-G  
Kitchell Corporation  
Effective 6/1/2019 - 6/1/2020

COMMERCIAL AUTO

**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**

**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.

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

### **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 **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.

**PAGE 1 OF 4**  
**CA T3 53 02 15**

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 an "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 - COVERED AUTOS 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 - COVERED AUTOS 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.

The following replaces Paragraph **A.2.a.(4), of SECTION II - COVERED AUTOS 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 **(5)** in Paragraph **B.7., Policy Period, Coverage Territory, of**

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 Covered Autos 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.

- (a) 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:

- (i) 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.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" 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 - COVERED AUTOS LIABILITY COVERAGE.

- (v) We will reimburse the "insured" 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., Limits Of Insurance, of SECTION II - COVERED AUTOS 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.



**SECTION IV - BUSINESS AUTO CONDITIONS:**

5. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or

- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
- (c) 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.

- (d) 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".

PAGE 2 OF 4

**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 PROPERTY**

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

**Personal Property**

We will pay up to \$400 for "loss" to wearing apparel and other personal property 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 Property 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)

PAGE 3 OF 4

- (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 ex-

tent 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**

Whoever 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: 6/1/2019

Policy No.  
WCA000010619

Endorsement No.  
Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company

**WC 04 03 06**  
(Ed. 04-84)

# MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

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## MEMORANDUM

**Date:** April 5, 2020

**To:** Valerie Ralph  
Clerk of the Board of Supervisors

**From:** Dalia M. Mariscal-Martinez *DMM*  
Management Analyst II

**Subject:** AMENDMENT NO. 7 TO AGREEMENT NO. A-12664 BETWEEN KITCHELL/CEM, INC. AND THE COUNTY OF MONTEREY FOR ON-CALL SERVICES OVER \$100,000 FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR VARIOUS CORRECTIONAL PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA, REQUEST FOR QUALIFICATIONS #10458

Please find attached and for your records, an executed original of Amendment No. 7 to Agreement No. A-12664 between Kitchell/CEM, Inc. and the County of Monterey for the above referenced services. Amendment No. 7 was approved by the Monterey County Board of Supervisors on March 24, 2020.

If you have any questions, please feel free to contact me directly at Ext. #8966. Thank you.

DMM

Attachments: Executed Amendment No. 7 to Agreement – *1 Original*  
Board Order for Amendment No. 7 to Agreement, Passed and Adopted on 3/24/20 – *1 Copy*