

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

KITCHCELL, INC. Kitchell/CEM, Inc.,
(hereinafter "CONTRACTOR").

/MB
Contractor's Initials

6/15/15
Date

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

**TO PROVIDE "ON-CALL" CONSTRUCTION MANAGEMENT SERVICES FOR VARIOUS
GENERAL PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA.**

2. **TERM OF AGREEMENT.** The term of this Agreement is from ~~4/10/2015~~ 07/21/15 to ~~4/10/2018~~ 07/21/18, unless sooner terminated pursuant to the terms of this Agreement. The County has the option to extend the Agreement for two (2) additional one (1) year periods. If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate or terms or conditions in writing.

This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Payment Provisions

Exhibit C Incorporation of Request for Qualifications (RFQ) #10476, Addenda 1-4, and Statement of Qualifications Documents

The following documents are on file with the Office of Contracts/Purchasing:

RFQ 10476 plus Addenda 1-4

CONTRACTOR's Qualifications Package dated October 3, 2014

4. **PAYMENTS BY COUNTY.**

4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet (**Exhibit B**) attached hereto. The total aggregate amount payable to the CONTRACTOR under this AGREEMENT shall not exceed the sum of \$5,000,000.

4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum

amount of dollars to be spent under this AGREEMENT.

4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.

4.5 Tax:

4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5. PERFORMANCE STANDARDS.

5.1 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1 CONTRACTOR shall reference RFQ #10476 on all invoices submitted to County to the attention of the Contract Administrator. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 6.2 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.3 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.
- 6.4 In addition to any information and documentation otherwise required, invoices shall contain information and documentation satisfactory to County and Grantor (if project is grant funded) to facilitate expeditious reimbursement to County by Grantor for project expenses, and for Grantor project auditing purposes. County may require from time to time that supporting documentation or more detailed information be submitted in such format as may be required by applicable Federal or State granting agencies.

7. TERMINATION.

- 7.1 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.2 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

- 8.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "construction management professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
- 8.2 Indemnification for Construction Management Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of construction management services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of construction management professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

9. **INSURANCE.**

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

9.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.1 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION.

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 11.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. PREVAILING WAGE.

14.1 Contractor/General Requirements

CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes) performed on the project funded by this AGREEMENT. For purpose of compliance with prevailing wage law, the CONTRACTOR shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements;

apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

14.2 Flow Down Requirements

Contractor shall ensure that all agreements with its subcontractors to perform work pursuant to this AGREEMENT contain the following provisions:

14.2.1 Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration, demolition, installation, repair or maintenance work over \$1,000 performed under the contract. Contractor's obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed on the project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

14.2.2 CONTRACTOR shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities performed pursuant to this AGREEMENT.

14.2.3 Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

15. **TRAVEL REIMBURSEMENT**

15.1 If travel expenses are to be reimbursed, they must be approved in writing in advance.

15.2 If County approves travel, lodging and meal reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

16. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
County of Monterey – Public Works	Kitchell/CEM, Inc. KITCHELL, INC.
Name and Title	Name and Title
Don Searle – Architectural Services Manager	Russell A. Fox
167 West Alisal St., 2 nd Floor	255 West Julian Street, Suite 400
Salinas, CA. 93901	San Jose, CA. 95110
Address	Address
(831)755-5061	(408)280-7889
Phone	Phone

/ *ME*
Contractor's Initials
/ 6/15/15
Date

17. MISCELLANEOUS PROVISIONS.

- 17.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 17.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 17.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 17.4 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 17.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 17.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 17.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 17.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 17.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 17.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 17.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 17.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 17.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the

effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 17.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 17.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 17.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 17.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 8-18-15

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Cynthia A. Olsson
Deputy County Counsel
Date: 6-19-15

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller
Date: 6/22/15

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

CONTRACTOR

[Signature]
Contractor's Initials

6/15/15
Date

KITCHELL, INC. Kitchell/CEM, Inc.
Contractor's Business Name*

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

Russell A. Fox, president
Name and Title

Date: 2/18/2015

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

MICHAEL A BRUGGEMAN, ASST. SECRETARY
Name and Title

Date: 2/18/2015

County Board of Supervisors' Agreement Number: _____.

*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.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES

(As listed within RFQ #10476)

The scope of work shall include, but not limited to, the following range of Construction Management (CM) services including services of sub-consultants, typically required for architectural projects in the public sector. Basic services shall cover all phases of design development through the Project Close-Out Phase. Tasks required for each individual project may vary and may include but are not limited to any of the following:

6.1 Basic Services:

6.1.1 Design Development Phase:

- 6.1.1.1 CONTRACTOR shall review Design Professional's construction documents and specifications to determine whether they are consistent with the Project Program (including the gross and assignable floor areas), the Construction Budget, the Project Schedule, and design constructability.
- 6.1.1.2 CONTRACTOR shall confirm the Drawings and Specifications are consistent with the County's General Conditions for the Project.
- 6.1.1.3 CONTRACTOR shall check for coordination of the documents in terms of consistency and conformity between all disciplines.
- 6.1.1.4 CONTRACTOR shall back-check the resubmittal of documents to ensure that all corrections have been incorporated into the 100% construction documents and specifications.
- 6.1.1.5 If requested by County, CONTRACTOR shall meet with the assigned Design Professional to reconcile discrepancies between the CONTRACTOR's Estimated Project Construction Costs and the Design Professionals estimates. If necessary the CONTRACTOR will conduct value engineering exercises to bring costs into budget.
- 6.1.1.6 CONTRACTOR shall participate and advise County during LEED Coordination and Implementation process and confirm that drawings and specifications are consistent with LEED goals.

6.1.2 Design Development Phase deliverables:

- 6.1.2.1 CONTRACTOR shall develop a recommendation list of cost items that the Contractors should include in their cost breakdowns.
- 6.1.2.2 CONTRACTOR shall use the Construction Specification Institute format, and submit this list to County for inclusion in the Construction Documents.
- 6.1.2.3 CONTRACTOR shall prepare a Preliminary Master Construction Project Schedule for inclusion in the contract documents.
- 6.1.2.4 If required by County, CONTRACTOR shall schedule and conduct constructability reviews during the development of the design documents.
- 6.1.2.5 If required by County, CONTRACTOR shall prepare and submit to County, independent written Estimated Project Construction Costs based on the design documents and on the 100% back-checked documents.

6.1.3 Bidding Phase:

- 6.1.3.1 CONTRACTOR shall review plans, technical specifications, project schedule, project budget, and other pertinent documents provided by COUNTY to become familiar with all aspects of the project.
- 6.1.3.2 CONTRACTOR shall assist COUNTY and Architect in developing construction bid packages including prequalification criteria, and preparation of prequalification documents, as requested by COUNTY.
- 6.1.3.3 CONTRACTOR shall conduct a pre-bid conference with a site visit in accordance with COUNTY Contracts/Purchasing procedures.
- 6.1.3.4 CONTRACTOR shall coordinate a response to questions during question/answer period, and develop addenda as necessary for issuance by COUNTY.

- 6.1.3.5 CONTRACTOR shall attend bid opening.
- 6.1.3.6 CONTRACTOR shall perform bid analysis that includes checking for responsiveness to qualification requirements.
- 6.1.3.7 In the event that bids exceed budget, CONTRACTOR shall review and recommend strategy for rebidding project.
- 6.1.3.8 CONTRACTOR shall assist COUNTY in preparing a contract for the successful bidder and reviewing contract required documents from successful bidder
- 6.1.3.9 CONTRACTOR shall attend meetings when scheduled with project team including Architect and Project Manager.

6.1.4 Bidding Phase Deliverables:

- 6.1.4.1 CONTRACTOR shall prepare bid package in accordance with COUNTY procedures.
- 6.1.4.2 CONTRACTOR shall prepare and distribute meeting minutes and Addenda (as necessary) from pre-bid conference site visit and during Questions/Answer Period.
- 6.1.4.3 CONTRACTOR shall provide written report to COUNTY regarding recommendation for award of bids, and bid tabulation.
- 6.1.4.4 CONTRACTOR shall prepare and distribute meeting minutes of all meetings.

6.2 Construction Phase:

6.2.1 Project Budget and Schedule:

- 6.2.1.1 CONTRACTOR shall prepare and maintain a master construction project budget and schedule in a format acceptable to the COUNTY.

6.2.2 Construction Coordination:

- 6.2.2.1 CONTRACTOR shall conduct weekly meetings with Contractor, COUNTY and Architect to assure timely review and response to questions and resolution of field conflicts or incorporation of design changes, review project progress, schedule and budget, review special inspections, building department inspections and others
- 6.2.2.2 CONTRACTOR shall document all field conflicts and help resolve these issues by coordinating with Architect and other regulatory agencies.
- 6.2.2.3 CONTRACTOR shall prepare or review proposed and/or final contract change orders and make recommendations to the Project Manager regarding approval.
- 6.2.2.4 CONTRACTOR shall assist COUNTY and Architect in evaluating Contractors' Proposed and/or Change Order Requests, and make written recommendations regarding such requests.
- 6.2.2.5 CONTRACTOR shall assist in negotiations with Contractors as requested by COUNTY.
- 6.2.2.6 CONTRACTOR shall monitor Contractors's labor compliance.
- 6.2.2.7 CONTRACTOR shall review Contractors's safety program.
- 6.2.2.8 CONTRACTOR shall Coordinate Owner Furnished/Contractor Installed (OFICI) furniture, fixtures, and equipment (FF&E).

6.2.3 Inspections:

- 6.2.3.1 CONTRACTOR shall provide daily on-site inspection of the project to assure compliance with bid documents. This work includes pre-construction photos and site documentation as well as progress photos, daily inspection reports identifying type and number of crews and equipment. Daily records shall also identify conflicts, actions approved, and resolution of minor conflicts.
- 6.2.3.2 CONTRACTOR shall witness specialty testing and inspection.
- 6.2.3.3 CONTRACTOR shall co-ordinate all inspections with COUNTY Building Inspector(s) to prevent over-lap of tasks and ensure proper coverage of construction.

6.2.4 Review of Submittals/Shop Drawings:

- 6.2.4.1 CONTRACTOR shall record and distribute submittals and coordinate responses with Architect and Project Manager and resolve conflicting comments.
- 6.2.4.2 CONTRACTOR shall coordinate submittal reviews with Architect when appropriate.
- 6.2.4.3 CONTRACTOR shall also be required to coordinate all Contract Documents interpretations, Shop Drawings, Product Data and Samples through the Architect. In cases of conflict of opinion between Architect and CONTRACTOR regarding interpretation of Contract Documents, Shop Drawings, Product Data and Samples, the CONTRACTOR shall advise COUNTY and receive written direction from COUNTY prior to taking final action as COUNTY's Representative.
- 6.2.4.4 CONTRACTOR shall assist Architect, as requested by COUNTY, in obtaining back-up documentation, shop drawings, and materials submittals from Contractors.

6.2.5 Contract Compliance:

- 6.2.5.1 CONTRACTOR shall monitor Contractor's Insurance and Bonds to assure total coverage at all times.
- 6.2.5.2 CONTRACTOR shall keep a log of all Liens and Stop Notices and resolve any outstanding ones prior to acceptance of work.

6.2.6 Correspondence:

- 6.2.6.1 CONTRACTOR shall log all Contractor Requests For Information (RFI's) and other correspondence.
- 6.2.6.2 CONTRACTOR shall review issues with Consultants and other professionals, COUNTY, and other regulatory agencies to provide timely, complete, correct, and cost-effective responses to Contractor questions.
- 6.2.6.3 CONTRACTOR shall review Invoices and Pay Estimates, review with Contractor and Architect and forward to COUNTY. Payments shall be based on percentage of work progress minus any retainage.

6.2.7 Meetings:

- 6.2.7.1 Attend weekly meetings with project team including Architect and COUNTY as requested.

6.2.8 LEED Facilitation and Assistance:

- 6.2.8.1 CONTRACTOR shall assist the COUNTY and Architect with the LEED certification process and monitor the contractor's activities in the field to promote compliance with the LEED process.
- 6.2.8.2 CONTRACTOR shall assist the LEED commissioning agent by facilitating his work and coordinating it with ongoing project close out activities.

6.2.9 Records Documents:

- 6.2.9.1 CONTRACTOR shall receive Architect's Record Documents, evaluate their completeness and recommend to COUNTY in writing whether to accept or reject said documents.

6.2.10 Independent Reviews:

- 6.2.10.1 CONTRACTOR shall participate, and conduct, if requested by COUNTY, all independent reviews required by the Architect Agreement.

6.2.11 Construction Phase Deliverables:

- 6.2.11.1 Provide and Maintain Project Construction Budget and Schedule, updated for weekly meetings.
- 6.2.11.2 Provide and maintain logs including but not limited to:
 - a) Submitted RFI's
 - b) Proposed & Final Change Orders
 - c) Procurement and/or Shop Drawing Submittal reviews and processing
 - d) Request for quotations to evaluate proposed change orders
 - e) Correction Notices
 - f) Stop work Notices
 - g) Any other documents as required by COUNTY including photos and correspondence
- 6.2.11.3 Prepare daily records, inspection logs, monthly statements and invoices.
- 6.2.11.4 Prepare and distribute meeting minutes of all weekly meetings with project team.

6.3 Project Acceptance & Close Out Phase:

- 6.3.1 CONTRACTOR shall schedule and conduct punch list walkthroughs and shall prepare and distribute punch list to all parties, including Project Manager and Architect.
- 6.3.2 CONTRACTOR shall assure that punch list work is completed.
- 6.3.3 CONTRACTOR shall collect and distribute all required O&M manuals.
- 6.3.4 CONTRACTOR shall review and accept warranties.
- 6.3.5 CONTRACTOR shall schedule and ensure that all pre-testing, commissioning, keying and key boxes, and training of equipment and building systems are completed prior to final acceptance.
- 6.3.6 CONTRACTOR shall review as-built drawings to assure they reflect as-built conditions.
- 6.3.7 CONTRACTOR shall coordinate final meeting with COUNTY, Architect and Contractor to provide turnover of facility, warranty information, maintenance manuals and instructions on building systems.
- 6.3.8 CONTRACTOR shall provide recommendation on issuance of Final Notice of Completion.

6.4 Project Close-Out Phase Deliverables:

- 6.4.1 CONTRACTOR shall prepare and distribute meeting minutes to project team.
- 6.4.2 CONTRACTOR shall collect and distribute all project documents including punch-lists, O& M manuals, as-built drawings and warranty information.
- 6.4.3 CONTRACTOR shall prepare a final construction project report using COUNTY specified format.

6.5 CONTRACTOR Additional Services:

- 6.5.1 CONTRACTOR shall provide Additional Services only when and as authorized in a written Amendment executed by COUNTY. No Additional Services shall be compensable unless so authorized.

6.6 COUNTY Responsibilities:

6.6.1 Administration:

- 6.6.1.1 COUNTY shall designate, in writing, a COUNTY Project Manager who shall act on behalf of COUNTY with respect to each project which is assigned to CONTRACTOR. CONTRACTOR shall accept directives only from the COUNTY Project Manager and not from other COUNTY employees. COUNTY may replace the COUNTY Project Manager at its sole option; if this replacement is made, COUNTY shall notify CONTRACTOR in writing.

6.6.2 Provision of Information, Surveys, and Reports:

- 6.6.2.1 COUNTY shall furnish copies of Drawings, Specifications, and other Project-related documents deemed necessary by COUNTY and CONTRACTOR for the performance of CONTRACTOR's services for the Project.
- 6.6.2.2 COUNTY shall furnish information to CONTRACTOR for purposes of updating the Project Schedule as dates and durations applicable to the Project such as funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines.
- 6.6.2.3 COUNTY shall have the right to make reasonable changes to its Bidding Documents and CONTRACTOR shall be bound by such changes. When such changes increase the duties of CONTRACTOR, beyond those reasonably and customarily provided as described in the Scope of Work 6.1 through 6.4. CONTRACTOR shall be compensated in accordance with the fee schedule in the Agreement.

6.7 Specific requirements include but are not limited to the following:

- 6.7.1 CONTRACTOR Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR(S) and requesting services related to an individual project. CONTRACTOR(S) will then prepare a detailed scope and cost.
- 6.7.2 The County has implemented a Job Order Contract (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR(S) must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor if architectural documents have not been produced.
- 6.7.3 CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver services on or ahead of the required schedule and within budget.
- 6.7.4 All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, California Building Code, (Fire, Electrical), Board of State and Community Corrections, Americans with Disabilities Act (ADA), California Green Building Standards Code (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

EXHIBIT B – PAYMENT PROVISIONS
(As Provided within Proposal for RFQ #10476)

The undersigned, having read and understood all RFQ information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the County as a criteria to select the firm(s) for possible interviews by the selection Committee.

Position/Title (Indicate Below)	Hourly Rate (Indicate changes per year if any)	
	2014/2015	2015/2016
Principal/Owner	N/A	N/A
Project Manager	\$175	\$175
Cost Estimator	\$130	\$130
Clerical	\$75	\$75
Project Director	\$195	\$195
Project Engineer	\$95	\$95
Scheduler	\$130	\$130
EAS Manager	\$190	\$190
Licensed Architect/Engineer	\$145	\$145
BIM/CAD Operator	\$85	\$85
Reimbursable Items to be Billed (please list)	Estimated Cost Bills (Markup not to exceed 10%)	
	Total Cost (if applicable at the time of RFQ)	% of Markup Calculated
MILEAGE per current IRS rate	56 cents per mile	N/A
ADD SERVICE - REPRODUCTION PRINTING:		
8.5 x11 blk/wht per page	*varies by project	5%
11 x 17 blk/wht per page	*varies by project	5%
8.5 x11 color per page	*varies by project	5%
11 x 17 color per page	*varies by project	5%
12 x 18 per sheet	*varies by project	5%
15 x 21 per sheet	*varies by project	5%
17 x 22 per sheet	*varies by project	5%
24 x 36 per sheet	*varies by project	5%
20 x 42 per sheet	*varies by project	5%
Outside Reproduction as invoiced by Printing Firm	*varies by project	5%
ADD SERVICE - MEDIA:		
24"X 36" Foam Core	*varies by project	5%
30" x 42" Foam Core	*varies by project	5%
CD	*varies by project	5%
DVD	*varies by project	5%
POSTAGE/FREIGHT/DELIVERY SERVICE:	*varies by project	5%

* These costs will be evaluated prior to the start of an identified project.

**EXHIBIT C – INCORPORATION OF RFQ #10476, ADDENDA #1-4, AND
STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Qualification (RFQ) through RFQ #10476, “On-Call” Construction Management Services for Various General Projects Located in Monterey County, California. KITCHELL, INC. submitted a responsive and responsible proposal to perform the services listed in RFQ #10476.

RFQ #10476, Addenda 1-4, and the Statement of Qualifications submitted by KITCHELL, INC. are hereby incorporated into the Agreement by this reference.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2015

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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

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

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F: Steadfast Insurance Company

26387

COVERAGES

CERTIFICATE NUMBER: 25778846

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
F	Contractor Professional/Pollution Liability			EOC 3999322-07	6/1/2015	6/1/2016	Per Claim \$1,000,000 *Aggregate \$2,000,000

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

Re: All operations of the insured performed for the County of Monterey 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 HOLDER

All operations performed for the County

County of Monterey
Contracts/Purchasing Department
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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ACORD 25 (2014/01)

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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

www.acig.com

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

CONTACT

NAME:

PHONE

(A/C, No, Ext):

972-702-9004

FAX

(A/C, No):

972-687-0604

E-MAIL

ADDRESS: accountmanagers@acig.com

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

ACORD 25 (2014/01)

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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		
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 (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.

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



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

5/28/2015

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 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):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Company	25658
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: 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 - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED 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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	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.

CERTIFICATE HOLDER

CANCELLATION

13352646

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

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

Charles M. McDaniel

Named Insured: Kittell 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 | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | 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

WC 04 03 06

(Ed. 04-84)