

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND KITCHELL CEM**

THIS THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of November 3, 2025 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and Kitchell CEM (“Consultant”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

- A. On November 9, 2016, City and Consultant entered that certain Consulting Services Agreement (“Agreement”) whereby Consultant agreed to Program and Construction Management Services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A to Attachment 1.
- B. On January 13, 2021, City and Consultant agreed to the First Amendment whereby the term was extended, and total compensation was adjusted. A true and correct copy of the First Amendment and its exhibits is attached as Exhibit A to Attachment 1.
- C. On October 12, 2022, City and Consultant agreed to the Second Amendment whereby the term was extended, and total compensation was adjusted. A true and correct copy of the Second Amendment and its exhibits is attached as Attachment 1.
- D. City and Consultant now desire to amend the Agreement.

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

- 1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
- 2. Section 1: Term. The June 30, 2026 end date for the term of services identified in the Second Amendment is hereby replaced with December 31, 2028.
- 3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of \$651,000.00 such that the City agrees to pay Consultant a sum not to exceed totaling \$10,052,479.00, with the understanding that up to \$7,631,645.75 has already been paid to Consultant as of October 16, 2025.

Original Contract Amount:	\$ 5,377,557.00
Amendment #1:	\$ 862,307.00
Amendment #2:	\$ 3,161,608.00
<u>Amendment #3:</u>	<u>\$ 651,007.00</u>
Total Contract Amount:	\$10,052,479.00

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

4. Scope of Services. The Scope of services as identified in Agreement remain unchanged as part of this Amendment.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONSULTANT

By: _____

Sharon Ranals, City Manager

By: _____

Wendy Cohen, President

Attest:

City Clerk

Approved as to Form:

By: _____
City Attorney



CONTRACT/AGREEMENT APPROVAL FORM

06

Date: 11/3/22
Name of Contract/Agreement Kitchell Amendment #2
Originating Department/Responsible Person, ext. Capital Project - Jacob Gilchrist
Vendor Kitchell CEM
Routing Instructions: DocuSign

TYPE OF CONTRACT: Professional Services
 Amendment Additional Services and Funds
 Have there been any changes to the Contract Template? ☒ No ☐ Yes

CONTRACT AMOUNTS: Specified Amount(s) indicated below

	DATE	AMOUNT	DATE	AMOUNT
Original	6/11/16	5,377,557.00	3rd Amendment	
1st Amendment	1/13/21	862,307.00	4th Amendment	
2nd Amendment	10/12/22	3,161,608.00	TOTAL	9,401,472.00

APPROVAL AUTHORITY: Council

INSURANCE REQUIREMENTS:

Waivers requested ☒ No ☐ Yes (If Yes, Route to Risk Manager for signature first)

BUDGETARY: ☒ Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
9,401,472.00	pf1707-110-600	510-99999-5999

ATTACHMENTS:

☒ Agreement and all Exhibits ☒ Resolution (all contracts over \$150k) ☐ SIR Questionnaire
☒ Certificate of Insurance, naming City of South San Francisco as an Additional Insured

DEPARTMENT HEAD ACKNOWLEDGEMENT:

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

RISK MANAGER APPROVAL OF INSURANCE WAIVER:

DocuSigned by:

Alexandra Wolf

46B06303FE9C43B...

CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:

Comments:

☐ Approval of Agreement ☐ Approval of Insurance ☐ Add Agreement to Contract Tracker

ASSISTANT CITY MANAGER'S APPROVAL:

DocuSigned by:

Mike Futrell

6832134767CA4DB...

FINAL APPROVAL:
CITY CLERK:

☒ Please attest, keep a copy for your files, and return to Originating Department
☒ Please upload to Laserfiche and return to Originating Department

COPY SENT TO VENDOR:

(Only if amount is over \$25,000)

City Manager on behalf of Council

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND KITCHELL CEM

THIS SECOND AMENDMENT to the Consulting Services agreement is made at South San Francisco, California, as of October 12, 2022, by and between the CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and KITCHELL CEM ("Consultant"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On November 9, 2016, City and Consultant entered that certain Consulting Services Agreement ("Agreement") whereby Consultant agreed to Program and Construction Management Services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. On January 13, 2021, City and Consultant agreed to the First Amendment whereby the term was extended, and total compensation was adjusted. A true and correct copy of the First Amendment and its exhibits is attached as Exhibit A.

C. City and Consultant now desire to further amend the Agreement.

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

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The June 30, 2023, end date for the term of services identified in First Amendment is hereby replaced with June 30, 2026.
3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of \$3,161,608.00 such that the City agrees to pay Contractor a sum not to exceed totaling \$9,401,472.00, with the understanding that up to \$5,903,505.72 has already been paid to Consultant as of August 28, 2022.

Original Contract Amount:	\$5,377,557.00
Amendment #1:	\$ 862,307.00
<u>Amendment #2:</u>	<u>\$3,161,608.00</u>
Total Contract Amount:	\$9,401,472.00

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

4. Scope of Services. The Scope of services as identified in Agreement remain unchanged as part of this Amendment.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONSULTANT

DocuSigned by:
Mike Futrell
By: _____
Mike Futrell
City Manager

DocuSigned by:
Wendy Cohen
By: _____
Wendy Cohen, President

Approved as to Form:

DocuSigned by:
Alexandra Wolf
By: _____
City Attorney

Attested:

DocuSigned by:
Rosa Govea Acosta
By: _____
City Clerk





CONTRACT/AGREEMENT APPROVAL FORM

Date: 1/22/21
Name of Contract/Agreement 1st Amendment
Originating Department/Responsible Person, ext. _____
Vendor Kitchell
Routing Instructions: _____

TYPE OF CONTRACT: Professional Services
 Amendment Additional Services and Funds
 Have there been any changes to the Contract Template? ☒ No ☐ Yes

CONTRACT AMOUNTS: Specified Amount(s) indicated below

	DATE	AMOUNT	DATE	AMOUNT
Original	6/11/16	5,377,557.00	3rd Amendment	
1st Amendment	1/13/21	862,307.00	4th Amendment	
2nd Amendment			TOTAL	6,239,864.00

APPROVAL AUTHORITY: **Council**

INSURANCE REQUIREMENTS:

Waivers requested ☒ No ☐ Yes (If Yes, Route to Risk Manager for signature first)

BUDGETARY: ☒ Included in Budget (Simpler report attached showing amounts)

Amount	Project String	Accounting String
862,307.00	pf1707-110-600	
_____	_____	_____
_____	_____	_____

ATTACHMENTS:

- ☒ Agreement and all Exhibits ☒ Resolution (all contracts over \$150k) ☐ SIR Questionnaire
☒ Certificate of Insurance, naming City of South San Francisco as an Additional Insured

DEPARTMENT HEAD ACKNOWLEDGEMENT:

DocuSigned by:
Jacob Gilchrist
 6F2D2226894D497...

The contract, amendments, exhibits, insurance requirements/waivers and attachments have been reviewed and included.

RISK MANAGER APPROVAL OF INSURANCE WAIVER:

DocuSigned by:
Claire Lai
 951A604E45D4468...

CITY ATTORNEY APPROVAL OF ENTIRE AGREEMENT:

Comments: _____

☐ Approval of Agreement ☐ Approval of Insurance ☐ Add Agreement to Contract Tracker

ASSISTANT CITY MANAGER'S APPROVAL:

DocuSigned by:
Mike Putrell
 6852134787CA4DB...
City Manager on behalf of Council

FINAL APPROVAL:

CITY CLERK:

- ☐ Please attest, keep a copy for your files, and return to Originating Department
☐ Please upload to Laserfiche and return to Originating Department

COPY SENT TO VENDOR: _____

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND KITCHELL CEM

THIS FIRST AMENDMENT to the Consulting Services agreement is made at South San Francisco, California, as of January 13, 2021 by and between the CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and KITCHELL CEM ("Consultant"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On November 9, 2016, City and Consultant entered that certain Consulting Services Agreement ("Agreement") whereby Consultant agreed to Program and Construction Management Services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

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

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

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The June 30, 2021, end date for the term of services identified in Section 1.1 of the Agreement is hereby replaced with June 30, 2023.
3. Section 2: Compensation. Section 2 of the Agreement shall be amended by the amount of \$862,307.00 such that the City agrees to pay Contractor a sum not to exceed totaling \$6,239,864.00, with the understanding that up to \$3,397,230.01 has already been paid to Consultant as of November 29, 2020.

Original Contract Amount:	\$5,377,557.00
<u>Amendment #1:</u>	<u>\$ 862,307.00</u>
Total Contract Amount:	\$6,239,864.00

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

4. Scope of Services. The Scope of services as identified in Agreement remain unchanged as part of this Amendment.

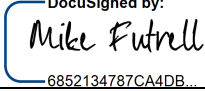
All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

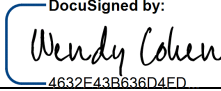
[SIGNATURES ON THE FOLLOWING PAGE]

Dated: January 28, 2021 | 3:53:33 PM PST

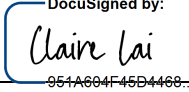
CITY OF SOUTH SAN FRANCISCO

CONSULTANT

By: 
Mike Futrell
City Manager

By: 
Wendy Cohen
President

Approved as to Form:

By: 
City Attorney

Attested:

By: 
City Clerk





City of South San Francisco

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

City Council

Resolution: RES 06-2021

File Number: 20-1004

Enactment Number: RES 06-2021

RESOLUTION AMENDING AN EXISTING
CONSULTING SERVICES AGREEMENT WITH
KITCHELL CEM FOR PROGRAM AND
CONSTRUCTION MANAGEMENT SERVICES ON
THE CIVIC CAMPUS PROJECTS IN AN AMOUNT
NOT TO EXCEED \$862,307.00.

WHEREAS, on November 9, 2016, the City Council awarded a Consulting Services Agreement to Kitchell CEM of Sacramento, California ("Consultant") for Program and Construction Management Services for the Community Civic Campus Project in the amount of \$5,377,557.00; and

WHEREAS, Kitchell has performed satisfactorily on the Civic Campus project and has provided deliverables and services as outlined in Agreement; and

WHEREAS, the Project was separated into two phases; Phase 1: Police Operations & 911 Dispatch Center ("Police") and Phase 2: Library, Parks & Recreation and Community Theater / Council Chamber ("LPR"); and

WHEREAS, the original schedule included 14.5 months for the design of LPR which due to design changes increased by a total of 6 months; and

WHEREAS, the original assumed construction phase duration had a single phase, two projects bidding at the same time with a construction duration of 22 months. Revised assumptions added 6 months to construction duration for a total of 28 months of construction; and

WHEREAS, the original project delivery assumed a single phase, with two projects with construction starting concurrently. Current plan has an approximate 11-month lag between the start dates of each project; and

WHEREAS, to allow this work to proceed, staff recommends approving a First Amendment to the existing consultant services agreement with Consultant for the Civic Campus projects in an amount not to exceed \$862,307.00; and

WHEREAS, the agreement expiration date is extended through June 30, 2023 to align with current projected Civic Campus project completion; and

WHEREAS, Kitchell will provide services on a Time and Materials basis with only billing for services rendered; and

WHEREAS, funding for the Project is included in the City of South San Francisco Capital Improvements Program ("CIP") and sufficient funds are available to cover the amendment cost; and

WHEREAS, amendment amount was included in the LPR project budget presented to City Council on November 9, 2020 totaling a project total amount of \$101,000,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby authorizes the First Amendment attached herewith as "**Exhibit A**" of the existing consulting services agreement with Kitchell CEM of Sacramento, California in an amount not to exceed \$862,307.00 and authorizing a total not to exceed contract amount of \$6,239,864.00.

BE IT FURTHER RESOLVED that the First amendment will extend the term of the consulting services agreement from June 30, 2021 to June 30, 2023.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement amendments and any other related on behalf of the City upon timely submission of Kitchell's signed contract amendment and all other required documents, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the Finance Department to establish the Project Budget consistent with the information contained in the staff report.

* * * * *

At a meeting of the City Council on 1/13/2021, a motion was made by Vice Mayor Nagales, seconded by Councilmember Nicolas, that this Resolution be approved. The motion passed.

Yes: 4 Mayor Addiego, Vice Mayor Nagales, Councilmember Nicolas, and Councilmember Coleman

Attest by



Rosa Govea Acosta, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2020

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 ACIG Insurance Agency, Inc. 2600 N. Central Expwy. Suite 800 Richardson, TX 75080 www.acig.com	CONTACT NAME: PHONE (A/C, No, Ext): 972-702-9004 FAX (A/C, No): 972-687-0601 E-MAIL ADDRESS: accountmanagers@acig.com INSURER(S) AFFORDING COVERAGE INSURER A: American Contractors Ins. Co. RRG NAIC # 12300 INSURER B: ACIG Insurance Company 19984 INSURER C: INSURER D: INSURER E: INSURER F: Berkley Assurance Company 39462
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COVERAGES**CERTIFICATE NUMBER:** 55574590**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	GL20PA0002	6/1/2020	6/1/2024	EACH OCCURRENCE \$10,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			GL20PB0002 (GL Excess)	6/1/2020	6/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
A				GL20PC0002 (GL Excess)	6/1/2020	6/1/2024	MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$10,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$10,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		☒	WCA000006820	6/1/2020	6/1/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Contractor's Professional/Pollution Liability			PCAB-5012544-0620	6/1/2020	6/1/2021	Per Claim \$5,000,000 *Aggregate \$5,000,000

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

City, its officers, employees, agents and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant in the course of providing services pursuant to a written executed contract.

Professional Liability Retroactive Date: 11/11/1978

CERTIFICATE HOLDER

Consulting Services Agreement

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

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 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Kitchell CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento CA 95833	
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:** City of South San Francisco City Clerk**ADDRESS:** 400 Grand Avenue South San Francisco CA 94080

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.

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: 6/1/2020

Policy No.: GL20PA0002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT –
AUTOMATIC STATUS WHEN REQUIRED IN LEASE
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Who Is An Insured (Section II) is amended to include as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
- This insurance does not apply:
1. To any "occurrence" which takes place after the equipment lease expires;
 2. To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.
- 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.
- D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

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: 6/1/2020

Policy No.: GL20PA0002

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: 6/1/2020

Policy No.: GL20PA0002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06**

(Ed. 04-84)

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: 6/1/2020

Policy No. WCA000006820

Endorsement No.

Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company

WC 04 03 06

(Ed. 04-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2020

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 IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com														
INSURED Kitchell CEM Inc. 2450 Venture Oaks Way Suite 500 Sacramento, CA 95833	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Prop. Casualty Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Prop. Casualty Co. of America	25674	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1076479222 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			8109P125529TIL2026G	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Automobile Physical Damage			8109P125529TIL2026G	6/1/2020	6/1/2021	Deductibles: Comprehensive \$1,000 Collision \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Consulting Services Agreement.

CERTIFICATE HOLDER
CANCELLATION

City of South San Francisco 400 Grand Avenue South San Francisco, CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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.

- | | |
|---|---|
| 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 PROPERTY |
| 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 – COVERED AUTOS 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 – COVERED AUTOS 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 Covered Autos 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 – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "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 an "employee's" name, with your

COMMERCIAL AUTO

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.

2. 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 **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) 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 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., **Limits 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.

(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.

COMMERCIAL AUTO

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".

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 is:

- (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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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

COMMERCIAL AUTO

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.

CHANGE ORDER REQUEST FORM**doc#**

Date: 01/22/2021

PO# 0101597

Vendor Name

KITCHELL CEM

Project

FY2017-20 CONSULTANT SVCS-CIVIC CTR- MEASURE W

Account Number

pf1707

Please increase/ decrease the PO mentioned above.

PO balance		2,140,806.49
Requested Amount Increase	(add)	1,351,176.00
Requested Amount Decrease	(less)	(488,869.00)
PO balance after change order		\$ 3,003,113.49

Brief Description/ Reason

Move 488,869.00 from contingency to contract per change order and
add amount for 1st Amendment \$862, 307 per attached

Requested by:
Name/Title

DocuSigned by:

Kari Jung

AFB382D80BD442A...

Date:

Kari Jung / Administrative Assistant II

Approved by:
Name/Title

DocuSigned by:

Jacob Gilchrist

0F2B22233043437...

Date:

Jacob Gilchrist / Director of Capital Projects

Finance Approval:

Date:

Janet Salisbury, Director of Finance



SOUTH SAN FRANCISCO

Project: Community Civic Campus Project (Measure W)

CITY PROJECT NO. pf1707-160-600 (PO #0101597)

CONTRACT CHANGE ORDER (CCO) NO. 1

To: Kittell CEM
 2450 Venture Oaks Way, Suite 500
 Sacramento, CA 95833

You are hereby directed to make the herein described changes from the plans and specification(s) or do the following described work not included not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by Jacob Gilchrist, Director of Capital Projects

Description of work: Listed scope of work adjusts the contingency line item, authorizes additional scope of work within the existing contract value. In summary, the final contract value does not change.

Original Contract Values

Base Scope: \$4,888,688.00

Contingency: \$ 488,869.00 (available)

Total: \$5,377,557.00

Scope Changes to Contract – Contingency Use Authorizations

1. Fire Station Scope Removal (CM, Close-out Phases): \$468,000.00 (CREDIT)
2. Schematic Design Phase Reset: \$161,464.00
3. 3rd Party Permit Support Services (Caltrans Permit Expeditors): \$105,000.00
4. Utility Pot Holing (PG&E High Voltage Line & Other Utilities): \$110,890.00
5. Utility Pot Holing – Additional (PG&E High Voltage Line): \$19,010.00
6. Commissioning – Police Operation & 911 Dispatch Center: \$110,440.00
7. Commissioning – Library, Parks & Recreation & Community Theater / Council Chamber: \$85,210.00
8. Additional Construction Management: \$364,855.00

Available contingency after scope changes noted above: \$0.00

Updated Contract Values

Base Scope: \$5,377,557.00

Contingency: \$ 0.00 (available)

Total: \$5,377,557.00

Change requested by Director of Capital Projects

The last percentage shown is the net accumulated increase or decrease from the original in the Engineer's Estimate.

THIS CHANGE ORDER PROVIDES FOR: Contingency use authorizations for additional Base Scope consulting services provided to the Civic Campus project for Phase 1 and Phase 2.

Original Contract Sum	\$4,888,688.00
Contingency	\$488,869.00
Net Change on Previous Authorized CCO	<u>\$0.00</u>
Contract Sum Prior to this CCO	\$5,377,557.00
Contract Change Order No. X	<u>\$0.00</u>
New Contract Sum, Including this CCO	\$5,377,557.00

Estimated Cost Contract Change Order No. 1 (CCO Request No. 1 to No. 1) No Change to Contract Value

By Reason of this order the time of completion will be adjusted as follows: No change in completion date.		
DocuSigned by:  CA52071E50E141C...		
Submitted by:	Omar Galvan, Construction Manager (KCEM)	Date: _____
DocuSigned by:  6F2D2226894D497...		
Approved by:	Jacob Gilchrist, Director of Capital Projects	Date: _____
We, the undersigned consultant, have given careful consideration to the change proposed and hereby agreed, if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.		
DocuSigned by:  CA52071E50E141C...		
Signature:	Omar Galvan, Kitchell CEM	Date: _____
If the consultant does not sign acceptance of this change order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.		

EXHIBIT "A"

COMPENSATION R1

1	Program & Construction Management Services	ORIGINAL (Exhibit "A")	AUTHORIZATION (Previous)	AUTHORIZATION (Current)	CONTRACT VALUE (Updated)
a	Pre-Construction	\$ 391,440	\$ -	\$ -	\$ 391,440
b	Design/Constructability Review	\$ 751,408	\$ -	\$ -	\$ 751,408
c	Construction Management	\$ 3,710,960	\$ -	\$ 488,869	\$ 4,199,829
d	Close-out	\$ 34,880	\$ -	\$ -	\$ 34,880
	Total Fee for Base Services	\$ 4,888,688	\$ -	\$ 488,869	\$ 5,377,557
2	Other Services	ORIGINAL (Exhibit "A")	AUTHORIZATION (Previous)	AUTHORIZATION (Current)	CONTRACT VALUE (Updated)
a	Contingency	\$ 488,869	\$ -	\$ (488,869)	\$ -
	Total Fee for Other Services	\$ 488,869	\$ -	\$ (488,869)	\$ -
CONTRACT SUBTOTALS		ORIGINAL (Exhibit "A")	AUTHORIZATION (Previous)	AUTHORIZATION (Current)	CONTRACT VALUE (Updated)
A	Total Compensation	\$ 5,377,557	\$ -	\$ -	\$ 5,377,557
ADDITIONAL SERVICES AUTHORIZATIONS (within Contract)		CONTRACT VALUE (Current)	AUTHORIZATION (Previous)	AUTHORIZATION (Current)	BALANCE (Updated)
B	Additional Services Authorizations (within Contract)	\$ 488,869	\$ -	\$ (488,869)	\$ -
	Scope Additions - Decreases to Contingency		\$ -	\$ (956,869)	
1	Request #1				
	a. Schematic Design Reset		\$ -	\$ (161,464)	
2	Request #2				
	a. 3rd Party Permit Support Services (Caltrans)		\$ -	\$ (105,000)	
3	Request #3				
	a. Utility Pot Holing (PG&E High Voltage Line & Others)		\$ -	\$ (110,890)	
4	Request #4				
	a. Utility Pot Holing (additional)		\$ -	\$ (19,010)	
5	Request #5				
	a. Commissioning - Police Operations & 911 Disp. Ctr.		\$ -	\$ (110,440)	
6	Request #6				
	a. Commissioning - Library, Parks & Rec and Chamber		\$ -	\$ (85,210)	
7	Request #7				
	a. Additional Construction Management		\$ -	\$ (364,855)	
D	Scope Reductions - Increases to Contingency		\$ -	\$ 468,000	
	a. Fire Station (CM & Close-Out Phases)		\$ -	\$ 468,000	



City of South San Francisco

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

Resolution: RES 130-2016

File Number: 16-901

Enactment Number: RES 130-2016

RESOLUTION APPROVING A CONSULTANT SERVICES AGREEMENT WITH KITCHELL OF SAN JOSE, CALIFORNIA FOR PROGRAM MANAGEMENT SERVICES FOR THE COMMUNITY CIVIC CENTER PROJECT IN AN AMOUNT NOT TO EXCEED \$5,377,557 FOR A TERM THROUGH JUNE 30, 2021 WITH A ONE-YEAR EXTENSION OPTION, CONTINGENT ON BUDGET APPROVAL IN FUTURE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, on June 11, 2016, City of South San Francisco ("City") staff issued a Request for Qualifications ("RFQ") for program management services for the delivery of the Measure W Community Civic Center Program; and

WHEREAS, on July 11, 2016, staff received proposals from five (5) firms; and

WHEREAS, after reviewing and evaluating each firm for their expertise and capacity, key personnel, qualifications and project experience, and local familiarity, staff shortlisted three (3) firms to continue in the selection process; and

WHEREAS, staff interviewed three (3) firms during the months of August and September and selected the firm based on individual qualifications/experience, team qualifications/experience, relevant project experience, project understanding and approach; and

WHEREAS, the top rated firm was Kitchell of San Jose, California; and

WHEREAS, staff checked references of Kitchell and found the firm and key personnel to have excellent references; and

WHEREAS, staff recommends approving a consulting services agreement, attached hereto as "Exhibit A", for program management services to Kitchell in an amount not to exceed \$5,377,557 which includes a contingency amount of \$488,869; and

WHEREAS, sufficient funding for the first year of the agreement estimated to be \$167,280 is provided by the Community Civic Center Plaza CIP Project number pfl 707; and

WHEREAS, additional funding for the whole amount of the agreement will be contingent on budget

Project YTD/ITD Report
CITY OF SOUTH SAN FRANCISCO
 Through: 11/18/2016

paProjectStatusYtd
 11/18/2016 12:25:23PM

Page: 1

Project: pf1707 CIVIC CENTER PLAZA		YTD			ITD				
Start date:									
Funding Source		Budget	Encumbrances	Actual	Balance	Budget	Encumbrances	Actual	Balance
01-12101 MEASURE W		0.00	0.00	0.00	0.00	211,992.38	0.00	211,992.38	0.00
Phase 01 total:		0.00	0.00	0.00	0.00	211,992.38	0.00	211,992.38	0.00
12-12101 MEASURE W		2,500,000.00	0.00	43,324.42	2,456,675.58	2,500,000.00	0.00	43,324.42	2,456,675.58
Phase 12 total:		2,500,000.00	0.00	43,324.42	2,456,675.58	2,500,000.00	0.00	43,324.42	2,456,675.58
Project pf1707 Funding total:		2,500,000.00	0.00	43,324.42	2,456,675.58	2,711,992.38	0.00	255,316.80	2,456,675.58
Expense Balances		Budget	Encumbrances	Actual	Balance	Budget	Encumbrances	Actual	Balance
100 PRELIMINARY STUDIES		0.00	0.00	45,334.42	-45,334.42	0.00	0.00	45,334.42	-45,334.42
101 MEASURE W - FY 15-16 EXPENSE:		0.00	0.00	0.00	0.00	211,992.38	0.00	211,992.38	0.00
105 FINANCIAL ADVISOR SERVICES		100,000.00	0.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00
110 DESIGN		900,000.00	0.00	0.00	900,000.00	900,000.00	0.00	0.00	900,000.00
120 CONSTRUCTION		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
123 CONSTRUCTION CONTINGENCY		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160 PROJECT MANAGEMENT		1,500,000.00	0.00	509.18	1,499,490.82	1,500,000.00	0.00	509.18	1,499,490.82
Project pf1707 Expense total:		2,500,000.00	0.00	45,843.60	2,454,156.40	2,711,992.38	0.00	257,835.98	2,454,156.40
Excess of Funding over Expenses		0.00	0.00	-2,519.18	2,519.18	0.00	0.00	-2,519.18	2,519.18
Grand Total:		0.00	0.00	-2,519.18	2,519.18	0.00	0.00	-2,519.18	2,519.18

Page: 1

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
KITCHELL CEM**

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and Kitchell CEM ("Consultant") (together sometimes referred to as the "Parties") as of November 9, 2016 (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2021, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed five million three hundred seventy seven thousand five hundred fifty seven (**\$5,377,557**), for services to be performed and reimbursable costs incurred under this Agreement, based on the hourly rates set forth in the Compensation Schedule, attached here to as Exhibit B, and incorporated herein. In the event of a conflict between this Agreement and the Compensation Schedule, attached as Exhibit B, the main body of this Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the

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

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Hourly fees for work performed pursuant to the Agreement by Consultant on an hourly basis shall not exceed the amounts shown in Exhibit B.

- 2.6 Reimbursable Expenses.** Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Contractor accepts sole responsible for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors as required by law.

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

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

4.3 Professional Liability Insurance.

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

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

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

expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and

volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

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

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.7 Wasting Policy.** No insurance policy required by Section 4 shall include a "wasting" policy limit.
- 4.4.8 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

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

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

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

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

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant

accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

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

Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1 for an initial one (1) year extension. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

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

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

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of

the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

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

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

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.

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

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

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

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

- 10.10 Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

Kitchell
1180 Coleman Avenue, Suite 202
San Jose, CA, 95110
Attn: Ross Cooper

City:

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

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

Seal and Signature of Registered Professional with
report/design responsibility.

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

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

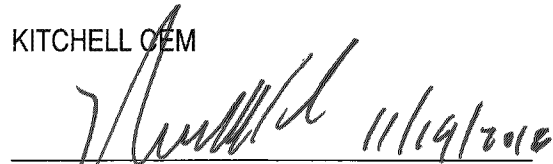
10.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

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

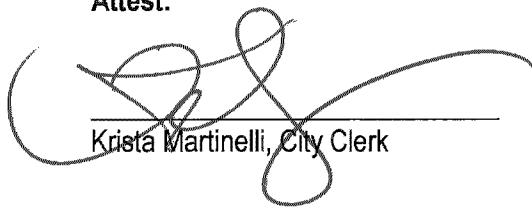
CITY OF SOUTH SAN FRANCISCO


Mike Futrell, City Manager

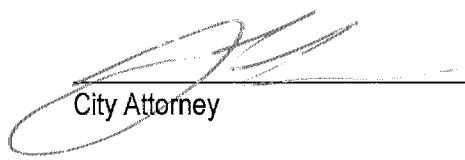
KITCHELL CEM


NAME: Russell Fox
TITLE: President

Attest:


Krista Martinelli, City Clerk

Approved as to Form:


City Attorney

2725735.1

EXHIBIT A**SCOPE OF WORK**

The Scope of Work is comprised of a number of services, and grouped by Tasks. The Tasks for this Scope of Work are as follows:

- 1.0 GENERAL
- 2.0 PROGRAM MANAGEMENT
- 3.0 PRE-CONSTRUCTION SERVICES
- 4.0 BIDDING
- 5.0 CONSTRUCTION ADMINISTRATION
- 6.0 CLOSE-OUT

1.0 GENERAL

Consultant shall provide program, and project specific pre-construction, and construction management services for the design, public outreach, bidding, construction administration, and closeout of the new Measure W Program/Projects (hereinafter "PROGRAM"). The organizational chart for the Consultant providing services for the PROGRAM is listed in Exhibit C. The estimated budget and hours needed to complete the PROGRAM is listed below. Note that the costs and hours are strictly estimates and can be allocated as needed to complete the PROGRAM, as long as the total cost does not exceed \$5,377,557.

Task Nos.	Program Tasks	Estimated Cost	Estimated Hours
2,3,4	Pre-Construction	\$391,440	2,488
2,3	Design/Constructability Review	\$751,408	5,248
2,5	Construction Management	\$3,710,960	25,944
2,6	Close-Out	\$34,880	232
	Contingency	\$488,869	TBD
	Total	\$5,377,557	33,912

- 1.1 The performance of all services by Consultant shall be to the satisfaction of the City.
- 1.2 All of the services to be furnished by the Consultant under this AGREEMENT from the inception of the AGREEMENT November 7, 2016 until June 30, 2021 with a one (1) year optional extension. All services performed by Consultant shall be in compliance with all

applicable federal, state and local codes, rules and regulations which are in force at the time such services are rendered.

- 1.3 Consultant shall coordinate all services with and communications between the City's Assistant City Manager or City's designated representative, and City's separate contractors and consultants performing work on this PROGRAM.
- 1.4 Consultant shall schedule and/or attend all meetings necessary, and as directed by City's Assistant City Manager, in order to complete all services to the satisfaction of the City.
- 1.5 Consultant shall exercise its best professional efforts to, through the construction contractors, and consultants, ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, consultants, contractors, all sub-consultants, subcontractors, or employees or persons under the direction or control of a consultant or construction contractor.
- 1.6 Consultant shall exercise its best efforts to coordinate the activities of the City of South San Francisco, such that City's Assistant City Manager may provide timely decisions to reach mutually agreed upon decisions on matters affecting the progress of the work, and to coordinate City's input and decisions that affect the performance of the overall PROGRAM and specific projects.

2.0 PROGRAM/CONSTRUCTION MANAGEMENT

Consultant shall document all procedures; provide reports and controls as follows:

- 2.1 Develop and maintain a filing system for all Program related phase/project documents consistent with City's requirements
- 2.2 Develop and issue, requests for proposals to procure professional services of architects, engineers, or other specialty consultants, as necessary to ensure successful delivery of the Measure W Program.
- 2.3 Prepare a Communications Plan that when approved by the City will support City's effort to communicate activities and milestone of the Measure W Program. The format and content of the Communications Plan shall be reviewed and approved by the City before its publication. Communications Plan shall serve to identify strategies to enhance engagement and transparency throughout the Program including design and construction. A webpage has been created at <http://www.ssf.net/2317/Measure-W> and email address MeasureW@ssf.net with information about the Measure W Program. Each project may undergo additional outreach, with neighbors and other stakeholders to review operational and design considerations. Opportunities for community participation include workshops as well as public meetings with the Measure W Citizen Oversight Committee, Planning Commission and the City Council. The Plan may require adjustments from time to time to

address City communication needs. All communications and media used for such communications shall be, as discussed and approved by the City

- 2.4** Prepare the Program Implementation Plan (PIP). The PIP is the document that will establish the overall requirements for the management and delivery of Measure W Program ensuring the Program is on schedule, within budget, and meets stakeholder expectations.
- 2.5** Prepare the Responsibility Matrix (RM). Working with the Assistant City Manager and Citizen's Oversight Committee, as appropriate or directed, prepare and establish an organizational chart along with a tabular roles and responsibility matrix which defines the assignments of each member on the Program team.
- 2.6** Prepare and maintain a Program Master Schedule in cooperation with the City; obtain all Project schedules, including construction contractor Critical Path Method ("CPM") schedules; and create Master Schedule progress graphs for each phase of construction and the overall Program.
- 2.7** Prepare and maintain a system which organizes and tracks all Project documents, including all procurement of professional services including but not limited to; design, consultant and prime construction contracts which affect the construction, plans and specifications, project schedules, progress graphs, cost estimates, requests for information, architectural supplemental instructions, proposal requests, change orders, contract drawings and submittals of any kind, Project correspondence, meeting notes, inspection deficiency notices, records of tests and test results, inspection reports and notices, and any other items deemed necessary by the City ("Project Documentation").
- 2.8** Maintain one (1) complete set of Program and Project Documentation at a location designated by the City, with all updates current to within one (1) week of issuance.
- 2.9** Develop a monthly Project reporting format, "Monthly Report", which shall include a detailed accounting of monies paid to date on each contract, monies approved for payment on each contract, current calculations of contract sum for each contract as affected by change orders, current project schedules for each contractor as affected by change orders, current job progress, milestones achieved, progress photos, areas of concern and other items of general interest. Provide five (5) copies of the Monthly Report to City's Assistant City Manager on the tenth (10th) day of each month beginning with the start of construction for each project.
- 2.10** Organize and maintain file of warranties and closeout items by contract and contract specification sections.
- 2.11** Assist City in local entitlement, design review, and permitting processes, including but not limited to the following:

2.11.1 Assist City in obtaining CEQA approval and integrating CEQA requirements into the bid documents.

2.11.2 Meet with City planning and building staff as required.

2.11.3 Prepare Project applications, as necessary.

2.11.4 Monitor City approval process.

3.0 PRE-CONSTRUCTION SERVICES: SCHEMATIC, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PHASES DEPENDENT ON PROCUREMENT METHOD SELECTED

- 3.1 Consultant shall provide the following pre-construction services for the Program: Participate in a sustainability goal setting charrette with the result of confirming sustainability standards and goals applicable to each project within the Program.
- 3.2 Perform value engineering, cost reduction and Life Cycle cost analyses in coordination with City's Assistant City Manager and architects and consultants concurrent with the design of each Project. Value Engineering will be performed at 100% Design Development. Consultant shall also address lead time issues on green building materials, deconstruction and construction waste management opportunities. Perform all necessary technical evaluations of designed and specified products and construction techniques shown on all Project design documents to assure constructability of the design. Constructability reviews shall be performed at 50% or 75% Construction Documents and back-check at 100% Construction Documents and provide written recommendations to the City and Design Team(s). Consultant is not responsible for the design or construction contractor's means and methods of construction.
- 3.3 Prepare, update and refine overall project cost estimates from the schematic design phase through the construction document phase for each set of design documents. Construction cost estimates should be coordinated with and, unless otherwise directed by City's Assistant City Manager, be in a format approved by City. Consultant shall prepare the cost estimates in detail appropriate to the stage of the documents. Consultant shall prepare at most one (1) construction cost estimate during the Schematics Design Phase, two (2) estimates during the Design Development Phase, and up to two (2) estimates during the Construction Document Phase. Consultant shall reconcile Consultant's cost estimates with that of City's separate consultants or contractors.
- 3.4 Review Construction and Demolition Waste (C+D) specification with recycling/salvage/reporting requirements and C&D Waste Management Plan Submittal.
- 3.5 Advise City's Assistant City Manager regarding staging areas, temporary facilities, and other Program/Project requirements common to all phases of the work.

- 3.6 Schedule and attend regular design and design review meetings, LEED compliance meeting with architects, commissioning agent, contractors and other meetings as necessary and directed by City's Assistant City Manager. Provide recommendations to City's Assistant City Manager on construction feasibility, availability of materials and labor, availability of green building materials and time requirements for installation and construction.
- 3.7 Prepare and review Program and Project specific schedules and recommend to City's Assistant City Manager revisions to reflect current conditions or mitigation plans to maintain Program schedule. Prepare a detailed Program master schedule in approved format of all design, procurement, bidding and construction activities, through system testing and occupancy. Identify and include major Program and Project milestones. Inform City's Assistant City Manager of adverse impacts to the Program master schedule. Recommend to City's Assistant City Manager corrective action where necessary. Provide regular updates to City's Assistant City Manager.
- 3.8 Provide ongoing schedule monitoring and update the Program's master schedule monthly. Continually (at least bi-weekly) report on schedules, delays and conflicts and advise City of all events impacting the Program master schedule. Develop and implement City-approved mitigation plans, as required to maintain the Program master schedule.
- 3.9 Consultant is not obligated to perform any activity which requires a professional design license.

4.0 BIDDING

Consultant shall provide the following services necessary for the coordination and successful delivery of the City's Measure W Program including, facilitating the bid process for each project and assist City in the preparation of award required contracts for construction of each Project:

- 4.1 Consultant shall assemble Bidding Documents (other than the technical specifications and drawings that will be prepared and assembled by the City's architects and consultants), and Project Procedures Manual (defined herein at section 5.0) for submission to the City for approval and use in City's assembling of the construction bid packages.
- 4.2 Advise potential bidders of bidding requirements and bid document availability. Assist City in developing the advertisement for bids and a list of publications recommended for advertising.
- 4.3 Assist City in distribution of the bid documents to potential bidders, and maintain distribution list.
- 4.4 Receive written questions from bidders and prepare and assemble written responses in coordination with architects for City's approval. Prepare written addenda, if necessary,

and distribute City-supplied copies of addenda to all bidders in accordance with specified time limits.

- 4.5** Conduct and document the pre-bid and post-bid conferences.
- 4.6** At the bid openings, record all bids and prepare bid tabulation. Review bids for completeness and responsiveness and advise City's Assistant City Manager of any irregularities in the bids or in the bidding process.
- 4.7** Assist City in the contract award and in issuing the Notice to Proceed.

5.0 CONSTRUCTION ADMINISTRATION

Consultant shall provide all services necessary for the administration of the construction contract consistent with the General Conditions of the Contracts for Construction for each Project specific component of the PROGRAM, including, without limitation, the following:

- 5.1** Establish written procedures for the PROGRAM and upon City-approval of written procedures, prepare and revise as necessary a Project Procedures Manual for City's review and comment. Update this manual as necessary to keep current with Project progress within two (2) weeks of an event giving rise to a change. The Project Procedures Manual shall include, at a minimum, discussion of the following:
 - lines of communication;
 - protocol for processing budget revisions;
 - protocol for processing contingency revision;
 - procurement guidelines;
 - job progress meetings;
 - processing payment requests;
 - site security;
 - storage of materials and staging of construction;
 - owner directed changes during construction; and protocol for processing RFI's, review of submittals or substitutions, submittals for project compliance, requests for equitable adjustments and any changes to the contract sum or contract time
- 5.2** Conduct weekly coordination meetings between construction contractors, architects and engineer(s) which will include discussion of LEED compliance and credit documentation.
- 5.3** Document all meetings and verbal directives and provide copies to City's Assistant City Manager within five (5) working days.
- 5.4** Enforce contractor compliance with Construction and Debris Waste Plan and Indoor Air Quality Plan.

- 5.5** Receive and review all project payment requests, and make recommendations as to payment.
- 5.6** Receive and review all written requests from construction contractors for additional time or money and make recommendations to City's Assistant City Manager regarding same.
- 5.7** Document any conditions which a construction contractor alleges is an unforeseen condition by photograph, videotape, or written memorandum. Advise City's Assistant City Manager of the alleged unforeseen condition as soon as it is reported. Coordinate the timely exchange of information regarding the condition, including supplemental instructions and proposal requests between the architect and contractor to avoid delays and resulting claims for additional time and costs. When requested by City's Assistant City Manager, evaluate contractor assertions of unforeseen conditions and provide a recommendation regarding resolution of same.
- 5.8** Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Advise City's Assistant City Manager, and construction contractor of the observation on the same day it is noted in the daily log. Coordinate the timely exchange of information regarding the condition to avoid injury, damage, delays and resulting claims for additional time and costs. When requested by City's Assistant City Manager, evaluate contractor refusals to comply with contract safety specifications and provide a recommendation regarding resolution of same.
- 5.9** Evaluate Project document changes issued by architect prior to issuing them to the contractor(s) and make recommendations to the City for the appropriate Architect's Supplemental Instructions or Proposal Requests designation. When the contractor submits requests for compensation for a proposed change in scope, Program/Project Manager shall review and submit written recommendations to City's Assistant City Manager including any analysis thereof.
- 5.10** In the event lack of clarity, ambiguity, errors, or omissions in the construction contract documents become apparent, Consultant will evaluate all assertions regarding the Project Documentation and advise City's Assistant City Manager, if necessary, as to merit of assertion and need for clarification of Project Documentation, if any.
- 5.11** Review construction contractors' cost estimates, and negotiate changes to the contract consistent with City's direction; and, at City's request and by mutual agreement of the parties, prepare cost analysis or estimate of work described in the proposed change order.
- 5.12** Receive and review all contractor submittals and shop drawings for general conformance with Project submittal requirements prior to architect review and approval.

- 5.13** Receive and review all contractor submittals for compliance with project sustainability requirements, if applicable.
- 5.14** On a monthly basis, monitor contractor's schedule(s) and advise City of schedule impacts and deviations from contractors' critical path(s).
- 5.15** Assist City in obtaining building permits as may be required for the Project. Consultant is not responsible for preparation and/or payment of any permits required for each Project.
- 5.16** Coordinate all on site services of persons or entities under contract with City, including but not limited to, contractors, architects, engineers, site surveyors, commissioning agent and material testing lab services. In the case of professional services, coordinate means to inform a party of the need for their service with sufficient advance notice that the service can be provided on the required date, schedule the service with the professional, ensure site access and availability of resources or other Project personnel who may be required for the professional's work, and keep City advised of same.
- 5.17** Observation and monitoring of the construction contracts consistent with the General Conditions of the Contracts for Construction for the Project, including, without limitation, the following:
 - 5.17.1** Consultant, with architect's concurrence, shall take appropriate action to direct that each construction contractor performs all work in accordance with the Project Documentation.
 - 5.17.2** Attend construction contractor's field quality assurance inspection(s) and review, for compliance with contract documents and coordinate special inspections required by the work of City's separate contractors/consultants.
 - 5.17.3** Assure that construction contractor(s) coordinates and completes all required code compliance inspections, field tests and sign-offs required by City and any other regulatory or testing and inspection firms/agencies.
 - 5.17.4** Review construction contractor's as-built documentation and ensure it is up-to-date to within two (2) weeks of construction and installation.
 - 5.17.5** Coordinate construction activities and master Project schedule.
 - 5.17.6** Maintain a complete set of files in the Project office containing a complete record of construction. The files shall contain all Project correspondence, meeting and telephone notes, inspection deficiency notices, inspection diaries, records of tests and test results, and AHJ inspection reports and notices, etc.
 - 5.17.7** Use best efforts to make jobsite alcohol and drug free.

6.0 CLOSE-OUT

Consultant shall provide all services necessary for the close-out of each construction contract consistent with the General Conditions of the Contracts for Construction of each Project, including, without limitation, the following:

- 6.1** Prepare schedule of all closeout activities, checkout items, and check-off list, noting construction contractor document requirements as set forth in Project documents.
- 6.2** Schedule, coordinate and supervise final tests and start-up of all building systems including supervision of all Commissioning Agent functions. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the inspection or startup date, ensure site access and availability of resources or other Project personnel who may be required for the work, and keep City advised of same.
- 6.3** Ensure that construction contractor(s) have provided all Project records, drawings, O&M manuals, warranties and guarantees, and test reports as required and as directed by City. Assist Commissioning Agent in the coordination of contractor's complete videotape training of City personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep City advised of same.
- 6.4** Consultant shall monitor and coordinate the architect's preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as a punch list) and final inspection of each Project. Consultant shall schedule, coordinate and supervise the inspection of the Project for conformance with Project documents, and distribute a joint final inspection with the City, other agencies, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies and that the Consultant shall direct the contractor to correct them within thirty (30) calendar days and Consultant in conjunction with Commissioning Agent shall check utilities, operating systems and equipment for operational readiness.
- 6.5** Prepare all necessary documentation for City's final acceptance each Project, contract closeout and final report.
- 6.6** Upon completion of construction of the Project, Consultant shall provide a written statement verifying to the City that, to the best of Consultant's knowledge, the Project has been completed in accordance with the construction contract documents and any change orders thereto, and in accordance with any and all applicable codes and ordinances. This verification does not relieve the contractor(s) or architects of their responsibility to certify compliance or completion of the work in accordance with the contract documents.

EXHIBIT B**COMPENSATION SCHEDULE**

The Consultant shall bill the City for the work according to the Compensation Schedule outlined below, which include the position titles, hourly rates, and estimated hours that are need to complete the Scope of Work described in Exhibit A.

<u>Position Title</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>
Program Manager	\$182	1,640
Project Manager	\$170	5,360
Project Engineer(s)	\$145	7,040
Construction Manager(s)	\$150	10,800
Clerical Support	\$ 75	4,036

Engineering/Architectural Support Services

EAS Services Manager(s)	\$182	176
Architect	\$147	587
Structural Engineer	\$147	302
Mechanical Engineer	\$147	365
Electrical Engineer	\$147	302
Civil Engineer	\$147	257
Specification Reviewer	\$147	257
Constructability Reviews	\$147	362
Interdisciplinary	\$110	210

Estimating Manager	\$182	170
Estimators	\$147	1,140

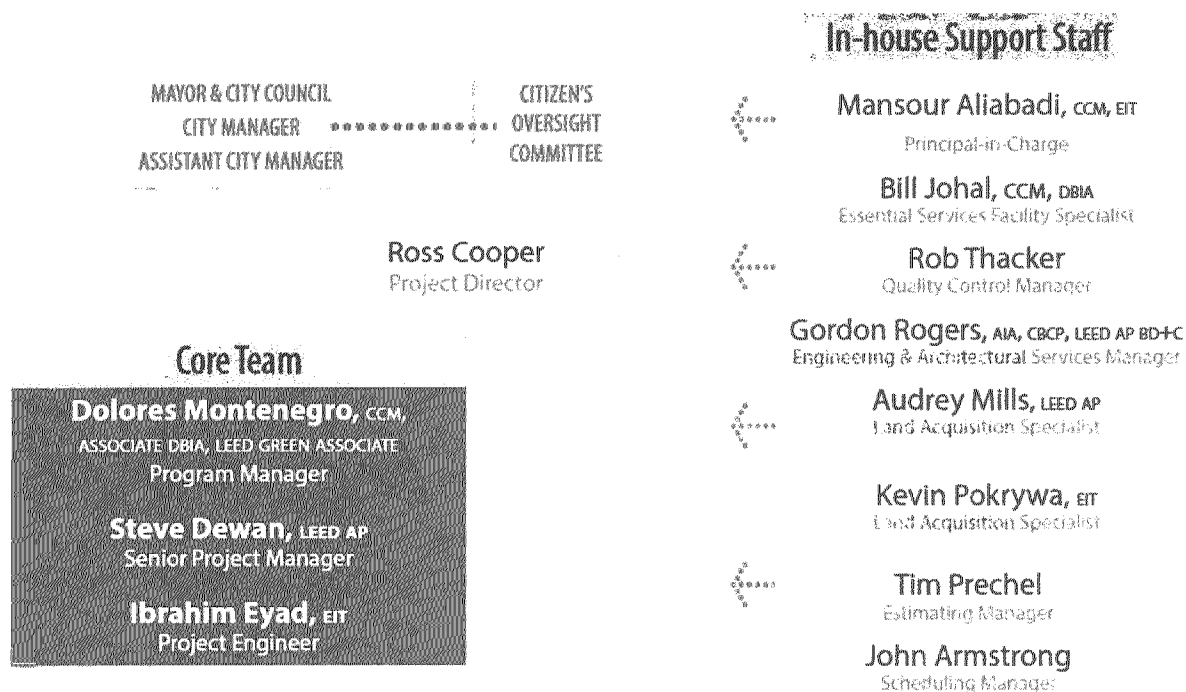
Value Engineering

EAS Services Manager	\$182	52
Architect/Engineers	\$147	564
Estimators	\$147	140
Clerical	\$ 75	152

Contingency \$488,869

Total Not to Exceed Amount \$5,337,557

EXHIBIT C PROGRAM ORGANIZATIONAL CHART



**EXHIBIT D
INSURANCE CERTIFICATES**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2016

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

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

www.acig.com

INSURED
Kitchell CEM, Inc.
2450 Venture Oaks Way, Suite 500
Sacramento CA 95833

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:** 32817598**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	GL16PA0002	6/1/2016	6/1/2020	EACH OCCURRENCE \$ 1,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			GL16PB0002 (GL XS)	6/1/2016	6/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
				GL16PC0002 (GL XS)	6/1/2016	6/1/2020	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒	☒	WCA000006816	6/1/2016	6/1/2017	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

Approved as to form

Date: 11/31/16

By: City Attorney

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

Re: Project pf1707 Community Civic Center
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.

CERTIFICATE HOLDER

Project pf1707 Community Civic Center

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

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 (2016/03)

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ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

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

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
 2. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance 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, 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.
 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.
- 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 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: 6/1/2016

Policy No.: GL16PA0002

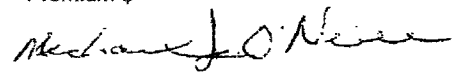
Endorsement No.:

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: 6/1/2016

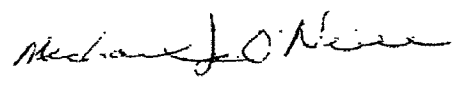
Policy No.: GL16PA0002

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

Countersigned By 

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 04-84)

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: 6/1/2016

Policy No. WCA000006816

Endorsement No.

Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company

Countersigned by

Nancy Spaffle

WC 04 03 06

(Ed. 04-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2016

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

www.acig.com

INSURED
Kitchell CEM, Inc.
2450 Venture Oaks Way, Suite 500
Sacramento CA 95833

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:****INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:** Steadfast Insurance Company

26387

COVERAGES**CERTIFICATE NUMBER:** 32817631**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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	Contractor Professional/Pollution Liability			EOC 3999322-08	6/1/2016	6/1/2017	Per Claim \$1,000,000 *Aggregate \$1,000,000

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

Re: Project pf1707 Community Civic Center
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

Project pf1707 Community Civic Center

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

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 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

11/14/2016

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): E-MAIL: ADDRESS:														
INSURED 1328704 Kitchell CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento, CA 95833	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Charter Oak Fire Insurance Company	25615														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 14376046**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 ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ 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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY OTHER:	N	N	DT8105E496169	6/1/2016	6/1/2017	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 ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			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	DT8105E496169	6/1/2016	6/1/2017	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)

Auto Liability carrier in the State of California is The Travelers Indemnity Company of Connecticut. Policy number, coverage, and effective dates above apply.
 Re: Project pfl707 Community Civic Center.

CERTIFICATE HOLDER**CANCELLATION**

14376046 City of South San Francisco 400 Grand Avenue South San Francisco, CA 94080	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Policy # DT8105E496169COF16
 Kitchell Corporation
 Effective 6/1/2016 - 6/1/2017

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.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "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 an "employee's" name, with your

COMMERCIAL AUTO

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.

2. 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 **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) 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 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., **Limits 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.

(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.

COMMERCIAL AUTO

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".

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 is:

- (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:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- 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:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- 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

COMMERCIAL AUTO

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.

Certificate Of Completion

Envelope Id: 3E5A360F0EA34EDBA157C6960564215E	Status: Completed
Subject: Please DocuSign: Contract Agreement-Kitchell.pdf, 1 28 2021 - Contract Amendment og edits R1.pd...	
Source Envelope:	
Document Pages: 60	Signatures: 12
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Stamps: 1
Envelopeld Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Kari Jung
	329 Miller Ave
	South San Francisco, CA 94080
	kari.jung@ssf.net
	IP Address: 209.234.100.130

Record Tracking

Status: Original 1/28/2021 11:44:19 AM	Holder: Kari Jung kari.jung@ssf.net	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO City of South San Francisco	Location: DocuSign

Signer Events

Kari Jung
kari.jung@ssf.net
Administrative Assistant
City of South San Francisco
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

AFB382D89BD442A...

Signature Adoption: Uploaded Signature Image
Using IP Address: 209.234.100.130

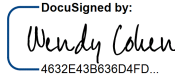
Timestamp

Sent: 1/28/2021 12:24:52 PM
Viewed: 1/28/2021 12:25:10 PM
Signed: 1/28/2021 12:25:36 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Wendy Cohen
wendy@kitchell.com
President
Security Level: Email, Account Authentication (None)

DocuSigned by:

4632E43B636D4FD...

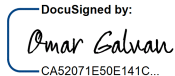
Signature Adoption: Pre-selected Style
Using IP Address: 174.222.16.50

Sent: 1/28/2021 12:25:43 PM
Viewed: 1/28/2021 12:26:30 PM
Signed: 1/28/2021 3:53:33 PM

Electronic Record and Signature Disclosure:

Accepted: 1/28/2021 12:26:30 PM
ID: 626cd256-9dfb-457d-b1fb-fe0088e7d022

Omar Galvan
ogalvan@kitchell.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

CA52071E50E141C...

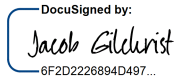
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Using IP Address: 68.186.52.207

Sent: 1/28/2021 3:53:40 PM
Viewed: 1/28/2021 3:54:21 PM
Signed: 1/28/2021 3:54:46 PM

Electronic Record and Signature Disclosure:

Accepted: 1/28/2021 3:54:21 PM
ID: 8a2c2cdd-4dc6-4c34-8d29-82f3206b39bb

Jacob Gilchrist
jacob.gilchrist@ssf.net
Security Level: Email, Account Authentication (None)

DocuSigned by:

6F2D2226894D497...

Signature Adoption: Pre-selected Style
Using IP Address: 157.131.115.82

Sent: 1/28/2021 3:54:52 PM
Viewed: 1/28/2021 4:20:28 PM
Signed: 1/28/2021 4:20:44 PM

Electronic Record and Signature Disclosure:

Signer Events**Signature****Timestamp**

Accepted: 6/3/2020 9:39:15 AM
ID: 834891ca-6dd9-4bba-ad3f-9ab770ad10bc

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

DocuSigned by:
Claire Lai
951A604F45D4468...

Signature Adoption: Pre-selected Style
Using IP Address: 206.169.145.130

Sent: 1/28/2021 4:20:50 PM
Viewed: 1/28/2021 5:43:13 PM
Signed: 1/28/2021 5:43:34 PM

Electronic Record and Signature Disclosure:

Accepted: 1/28/2021 5:43:13 PM
ID: d00ed4f3-60ad-41a6-9397-9a29d14d3cc2

Mike Futrell
Mike.Futrell@ssf.net
City Manager
Security Level: Email, Account Authentication
(None)

DocuSigned by:
Mike Futrell
6852134787CA4DB...

Signature Adoption: Pre-selected Style
Using IP Address: 174.194.197.36
Signed using mobile

Sent: 1/28/2021 5:43:38 PM
Viewed: 1/28/2021 6:24:05 PM
Signed: 1/28/2021 6:24:15 PM

Electronic Record and Signature Disclosure:

Accepted: 1/28/2021 6:24:05 PM
ID: 14be9cc6-6945-4813-b8ca-144faec1412f

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

DocuSigned by:
Rosa Govea Acosta
5908B15FF63F418...



Signature Adoption: Pre-selected Style
Using IP Address: 209.234.100.130

Sent: 1/28/2021 6:24:19 PM
Viewed: 1/29/2021 12:24:14 PM
Signed: 1/29/2021 12:24:25 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Emma Lucey
elucey@kitchell.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/29/2021 12:24:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/28/2021 12:24:52 PM
Certified Delivered	Security Checked	1/29/2021 12:24:14 PM
Signing Complete	Security Checked	1/29/2021 12:24:25 PM
Completed	Security Checked	1/29/2021 12:24:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Carahsoft OBO City of South San Francisco:

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

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

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

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

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

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

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

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

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



City of South San Francisco

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

City Council

Resolution: RES 171-2022

File Number: 22-785

Enactment Number: RES 171-2022

A RESOLUTION AMENDING AN EXISTING CONSULTING SERVICES AGREEMENT WITH KITCHELL CEM FOR PROGRAM AND CONSTRUCTION MANAGEMENT SERVICES ON THE CIVIC CAMPUS PROJECTS IN AN ADDITIONAL NOT TO EXCEED AMOUNT OF \$3,161,608.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$9,401,472.00.

WHEREAS, on November 9, 2016, the City Council awarded a Consulting Services Agreement to Kitchell CEM of Sacramento, California ("Consultant") for Program and Construction Management Services for the Community Civic Campus Project in the amount of \$5,377,557.00; and

WHEREAS, on January 13, 2021, the City Council approved the First Amendment to Consulting Services Agreement to Consultant in the amount not to exceed \$862,307.00; and

WHEREAS, Consultant has performed satisfactorily on the Civic Campus project and has provided deliverables and services as outlined in Agreement; and

WHEREAS, Phase 1: Police Operations & 911 Dispatch Center ("PD") experienced a number of unforeseen conditions that resulted in an extended close-out phase primarily as a result of the pandemic; and

WHEREAS, Phase 2: Library, Parks & Recreation and Community Theater ("LPR") have experienced a number of unforeseen conditions that will result in an extended construction period including a longer close-out phase primarily as a result of the pandemic; and

WHEREAS, photovoltaic panels (Solar) were added to both PD and LPR projects separate from original contract documents (included after award of contract to General Contractor); and

WHEREAS, additional resources will be brought in to assist and manage the move process at LPR following lessons learned from the move at PD; and

WHEREAS, Phase 3: Fire Station #63 is being added to scope of work, Kitchell will provide Project and Construction Management services for the new station at 71 Camaritas Avenue; and

WHEREAS, to allow this work to proceed, staff recommends approving a Second Amendment to the existing consultant services agreement with Consultant for the Civic Campus projects in an additional not to exceed amount of \$3,161,608.00; and

WHEREAS, the agreement expiration date is extended through June 30, 2026, to align with current projected Civic Campus project completion including Phase 3; and

WHEREAS, Consultant will provide services on a Time and Materials basis with only billing for services rendered; and

WHEREAS, funding for the Project is included in the City of South San Francisco Capital Improvements Program ("CIP") and sufficient funds are available to cover the amendment cost; and

WHEREAS, a portion of the amendment amount will be paid within PD project budget presented to City Council on January 8, 2020, totaling a project total amount of \$56,857,615.00

WHEREAS, a portion of the amendment amount will be paid within LPR project budget presented to City Council on November 9, 2020, totaling a project total amount of \$103,000,000.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby authorizes the Second Amendment of the existing consulting services agreement with Kitchell CEM of Sacramento, California in an additional not to exceed amount of \$3,161,608.00 and authorizing a total not to exceed contract amount of \$9,401,472.00.

BE IT FURTHER RESOLVED that the Second Amendment will extend the term of the consulting services agreement from June 30, 2023, to June 30, 2026.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement amendments in substantially the same form as Exhibit A and any other related documents on behalf of the City upon timely submission of Kitchell's signed contract amendment and all other required documents, subject to approval as to form by the City Attorney.

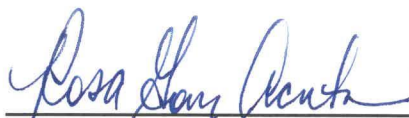
BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the Finance Department to establish the Project Budget consistent with the information contained in the staff report.

* * * * *

At a meeting of the City Council on 10/12/2022, a motion was made by Vice Mayor Nicolas, seconded by Councilmember Flores, that this Resolution be approved. The motion passed.

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

Attest by



Rosa Govea Acosta, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Denver Team PHONE (A/C, No, Ext): 303-534-4567 FAX (A/C, No): E-MAIL ADDRESS: DenAccountTechs@imacorp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Fire Insurance Company of Hartford	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 289762433 **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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7014861826	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Automobile Physical Damage	N	N	7014861826	6/1/2022	6/1/2023	Deductibles: Comprehensive \$1,000 Collision \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Consulting Services Agreement.

CERTIFICATE HOLDER
CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2022

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer 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	CONTACT NAME: PHONE (A/C, No. Ext): 972-702-9004 FAX (A/C, No): 972-687-0601 E-MAIL ADDRESS: accountmanagers@acig.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Kitchell CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento CA 95833	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A : American Contractors Ins. Co. RRG</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER B : ACIG Insurance Company</td> <td>12300</td> </tr> <tr> <td>INSURER C :</td> <td>19984</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F : Berkley Assurance Company</td> <td>39462</td> </tr> </table>	INSURER A : American Contractors Ins. Co. RRG	NAIC #	INSURER B : ACIG Insurance Company	12300	INSURER C :	19984	INSURER D :		INSURER E :		INSURER F : Berkley Assurance Company	39462
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INSURER B : ACIG Insurance Company	12300												
INSURER C :	19984												
INSURER D :													
INSURER E :													
INSURER F : Berkley Assurance Company	39462												

COVERAGES**CERTIFICATE NUMBER:** 68629602**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	GL22A00078	6/1/2022	6/1/2023	EACH OCCURRENCE \$10,000,000
A	☐ CLAIMS-MADE ☒ OCCUR			GL22B00078 (GL Excess)	6/1/2022	6/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
A				GL22C00078 (GL Excess)	6/1/2022	6/1/2023	MED EXP (Any one person) \$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$10,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$10,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		☒	WCA000006822	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Contractor's Professional and Pollution Liability			PCAB-5018306-0622	6/1/2022	6/1/2023	Per Claim \$5,000,000 *Aggregate \$5,000,000

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

City, its officers, employees, agents and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant in the course of providing services pursuant to a written executed contract.

Professional Liability Retroactive Date: 11/11/1978

CERTIFICATE HOLDER

Consulting Services Agreement

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

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

Brian Callaghan

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: KITCHELL

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY ACIG Insurance Agency, Inc.		NAMED INSURED Kitchell CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento CA 95833
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: City of South San Francisco City Clerk

ADDRESS: 400 Grand Avenue South San Francisco CA 94080

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.

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

1119

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 a written contract specifically requires additional insured coverage for your completed operations, 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 provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf.
 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; or
 - 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 minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. *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: 6/1/2022

Policy No.: GL22A00078

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

**ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT –
AUTOMATIC STATUS WHEN REQUIRED IN LEASE
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability caused, in whole or in part, by the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract with you for such leased equipment ends.
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
- This insurance does not apply:
1. To any "occurrence" which takes place after the equipment lease expires;
 2. Unless specifically required by written contract, to "bodily injury" or "property damage" caused by the negligence of such person or organization.
- 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 minimum limits, minimum duration, and minimum scope of coverage required by the contract.
- D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

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: 06/01/2022

Policy No.: GL22A00078

Endorsement No.:

Policy Effective: 06/01/2022

Premium \$

Insured: Kitchell CEM, Inc.

Insurance Company: American Contractors Insurance Company Risk Retention Group

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named 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: 6/1/2022

Policy No.: GL22A00078

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co RRG

68629602 | KITCHELL | 22/23 AZ CA GL WC PL ACIG | Abbie Fisher | 6/7/2022 8:46:33 AM (CDT) | Page 6 of 7
This certificate cancels and supersedes ALL previously issued certificates.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 04 03 06**

(Ed. 04-84)

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: 6/1/2022

Policy No. WCA000006822

Endorsement No.

Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company

WC 04 03 06

(Ed. 04-84)



Business Auto Policy Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 43; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7014861826

Policy Effective Date: 06/01/2022

Policy Page: 188 of 197


CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
I. LIABILITY COVERAGE
A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. 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.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 41; Page: 1 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7014861826

Policy Effective Date: 06/01/2022

Policy Page: 183 of 197



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 41; Page: 2 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7014861826

Policy Effective Date: 06/01/2022

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Business Auto Policy Policy Endorsement

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 41; Page: 3 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7014861826

Policy Effective Date: 06/01/2022

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Business Auto Policy Policy Endorsement

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 41; Page: 4 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7014861826

Policy Effective Date: 06/01/2022

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**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 42; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7014861826

Policy Effective Date: 06/01/2022

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