

## AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this \_\_\_\_\_ day of December, 2025, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and KITCHELL CEM INC., a California C corporation, whose address is 2450 Venture Oaks Way, Suite 500, Sacramento CA 95833, (hereinafter "Provider"), is made with reference to the following:

### RECITALS:

A. On August 26, 2025, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$67,400, for Project Management Services for the Day Center Relocation Project.

B. Whereas, the City Council authorized the City Manager to execute this amendment on December 16, 2025.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 2<sup>nd</sup> day of September, 2025, and shall terminate on the 1<sup>st</sup> day of September 2027, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on an annual basis, for up to one (1) additional year.

2. Paragraph 2, SCOPE OF WORK, of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A and Exhibit A-1 as requested. The Provider acknowledges that the work plan included in Exhibit A and Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and Exhibit B-1 and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to

performance and shall be paid on a Time and Material basis as set forth in Exhibit-B and Exhibit B-1.

b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment, consistent with the terms of those agreements. Additionally, Provider shall be compensated for the First Amendment, covering services performed during the period between September 2, 2025, through September 1, 2027 at the hourly rates set forth in Exhibit B-1 of the First Amendment. Compensation for services performed pursuant to the First Amendment shall not exceed \$176,862. Total Compensation for this Agreement shall not exceed \$244,262.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

*Signatures on following page*

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

KITCHELL, CEM, INC.  
a California C corporation

Signed by:

*Geoffrey Bachanas*

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Geoffrey Bachanas  
President

CITY OF ALAMEDA  
a municipal corporation

Adam Politzer  
Interim City Manager

DocuSigned by:

*Maria Davila*

1FC8B8F14DE34F8...

Maria Davila  
Assistant Secretary, Finance Director

RECOMMENDED FOR APPROVAL

DocuSigned by:

*Amy Wooldridge*

CF377C6EC7664C4...

Amy Wooldridge  
Assistant City Manager

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:

*Len Aslanian*

765D25E39B18464...

Len Aslanian  
Assistant City Attorney



November 24, 2025

Amy Wooldridge  
Assistant City Manager  
City of Alameda  
2263 Santa Clara Avenue, Room 320  
Alameda, CA 94501

**Re: Proposal for Project & Construction Management Services (Construction Phase) – Day Center Project**

Dear Ms. Wooldridge:

Kitchell is pleased to provide a proposal for the **Project and Construction Management Services (Construction Phase) for the Day Center Project at Alameda Point.**

The attached scope of work and fee estimate is what we understand to be required to allow for the City to properly execute this project and to allow for informed decision-making by the City. Kitchell can provide these proposed services with in-house expertise but is also capable of bringing on qualified consultants as necessary if required by the City.

**The proposed fee to provide the above scope of services utilizing the level of staff identified on the attached Fee Estimate & Timeline is \$176,862.**

As noted above, our proposed services and staffing are based on our current understanding of your immediate needs per our correspondence. The durations for each of these phases is based on the timeline indicated on the attached fee estimate (150 working days of construction per the project RFP). Note that this duration does not account for any potential delays but we can build a contingency in to this proposal if you prefer. We also welcome the opportunity to discuss this scope of work and further tailor our proposal to suit your needs.

The above costs are to be billed on a time and material basis (not to exceed the allocated allowance) plus reasonable and customary reimbursable expenses per the attached hourly rates summary. We assumed starting on this scope in January 2026 and completing in August 2026.

Our team is excited to continue our partnership with the City of Alameda. Thank you again for the opportunity to provide these services. If you have any questions, please do not hesitate to contact me at (650) 393-3656.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Steven Dewan', with a stylized flourish at the end.

Steven Dewan  
Project Director

Enclosed:

- Fee Estimate & Timeline (dated 11/24/25)
- Hourly Labor Rates (dated 07/08/25)
- Proposed Scope of Work for Project/Construction Management Services (dated 11/18/25)



**City of Alameda**  
**Day Center Relocation Project**  
**Proposed Scope of Work for Project/Construction Management Services**  
**11/18/25**

**1. Preconstruction / Project Planning Phase:**

- a. N/A

**2. Selection of Design Team– Request for Qualifications/Proposals (RFQ/P):**

- a. N/A

**3. Design Phase:**

- a. N/A

**4. Bid Phase**

- a. N/A

**5. Construction Phase:**

- a. Administer, monitor and coordinate the work of the general contractor with the City.
- b. Schedule and conduct progress meetings.
- c. Receive, forward to City and review the general contractor's Construction Schedule submittal. Review Schedule submittal for compliance with Contract requirements and recommend to City its acceptance or rejection. Support and advise City on methods to adjust progress to maintain schedule.
- d. Provide regular monitoring of the GC's schedule as construction progresses and identify potential variances between scheduled and probable completion dates. Recommend corrective action to ensure adherence to the overall project schedule.
- e. Review and make recommendations to City regarding payment of monthly GC payment applications.
- f. Develop and implement a system for the preparation, review and processing of Change Orders; review requests for changes, submit recommendations to the City and assist in negotiating Change Orders.
- g. Assist with coordination of code inspections by AHJ per requests from GC. Assist in tracking of open code inspection issues through resolution.
- h. Coordinate special inspections and material testing by 3<sup>rd</sup> party firm per requests from GC.
- i. Monitor the quality control system established by the GC to eliminate defects and deficiencies in the work (GC shall be responsible for quality of work).
- j. Develop and implement procedures for processing and response of Request for Information (RFI).
- k. Develop and implement procedures for expediting the processing and review of shop drawings, product data and samples.
- l. Record the progress of the project and maintain an electronic request of all documentation relating to the project.
- m. Assist in the coordination of work performed by City and City staff and outside vendors/contractors with the work performed by GC.

**6. Post Construction /Project Closeout Phase:**

- a. Observe, with City's maintenance personnel, the Contractor's checkouts of utilities, operational systems and equipment, and start-up and testing.
- b. Prepare in conjunction with the Architect and City all punch-lists. Monitor the completion of the punch-lists by the contractor.



- c. Determine, with the Architect and City, when the facility or designated portions are substantially complete.
- d. Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties from contractors & manufacturers as required and coordinate with property/facilities management staff.
- e. Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- f. Assist in obtaining approvals and final sign-offs from all the Authorities Having Jurisdiction.
- g. Assist in collection of Final Verified Reports by special inspections & materials testing consultant and geotechnical consultant as needed.
- h. Prepare a final close out report with recommendation as to final payment, Notice of Completion, and file system for retrieval of closeout documentation.
- i. Assist GC and City with obtaining occupancy permit.
- j. Assist with commissioning the building and owner training.
- k. Transmit Project documents to the City after final close-out tasks are complete.

The following are some potential services not currently accounted for in this fee estimate but available from Kitchell. If further services are required and fee is remaining, these can be performed at the request of the City.

- Formal value-engineering sessions (beyond core team efforts)
- Coordination of additional site investigations
- Funding model planning
- Commissioning
- Program controls and dashboarding/analytics
- Extended claims management (beyond core team efforts)
- Post-construction warranty issue management

EXHIBIT B-1

City of Alameda  
Day Center Relocation  
Fee Estimate & Timeline  
11/24/25

Schedule / Phase		2026								Total Hours		Total \$	
		J	F	M	A	M	J	J	A				
		8	9	10	11	12	13	14	15				
Construction		Construction								60	\$	17,160	
Close-Out & Occupancy													
CORE PROJECT & CONSTRUCTION MANAGEMENT SERVICES													
Position / Classification	Name												
Project Director	Steven Dewan	8	8	8	8	8	8	8	4	530	\$	125,610	
Project / Construction Manager II	Verna Van	70	70	70	70	70	70	70	40	54	\$	11,502	
Scheduler	Rick Stassi	12	6	6	6	6	6	6	6	644	\$	154,272	
Total Core PM/CM Services - CONSTRUCTION PHASE		90	84	84	84	84	84	84	50		\$	1,000	
Other Direct Costs Allowance											\$	16,590	
CM Contingency	Verna Van										\$	5,000	
Estimating Allowance	Matt Chappell, Rafael Martin										\$	22,590	
Proposed Allowances Total											\$	176,862	
Total Services with Allowances - CONSTRUCTION PHASE											\$		

Notes:

Fee estimate was developed based on assumptions regarding level of services required by City. Kitchell prefers to sit down with the City to create a fee estimate that matches expectations.

Quantities of hours are estimated only. Actual time will be billed on a Time & Material basis, Not-To-Exceed the authorized value.

Hourly billing rates per attached document.

If assumptions noted in creation of this fee proposal not in alignment with developments, Kitchell can submit an revised/additional services proposal as required.



# City of Alameda

## Hourly Labor Rates

07/08/25

Kitchell Rates		
Position	2025 Hourly Rates	2026 Hourly Rates
Principal In Charge / Operations Manager	\$304.00	\$316.00
Project Director	\$275.00	\$286.00
Sr. Project Manager / Program Manager	\$245.00	\$255.00
Project Manager 2	\$228.00	\$237.00
Project Manager 1	\$210.00	\$218.00
Sr. Project Engineer	\$176.00	\$183.00
Project Engineer	\$163.00	\$170.00
Estimator	\$205.00	\$213.00
Scheduling Manager	\$223.00	\$232.00
Scheduler	\$205.00	\$213.00
Arch/Engineering Specialist	\$205.00	\$213.00
Commissioning Agent	\$205.00	\$213.00
Project Controls Manager	\$228.00	\$237.00
Office Administration	\$123.00	\$128.00

**Assumptions / Qualifications:**

The hourly rates listed above are fully burdened with employee benefits, statutory requirements, overhead and profit, include employee computers, cell phones, and normal travel expenses to and from the site.

All hourly rates will be escalated by 4% on January 1st of each year.

An allowance for reimbursable expenses has been included. Reimbursables expenses are assumed to include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, project office & equipment, telecommunications, office supplies/consumables, project related travel (not including transit to site), and similar. It is assumed that reimbursable expenses will be billed at actual cost plus 10% markup within the established allowance amount.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2025

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

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

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

## COVERAGES

**CERTIFICATE NUMBER:** 85212646

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GL25A00078	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL25B00078 (GL Excess)	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A				GL25C00078 (GL Excess)	6/1/2025	6/1/2026	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		<input checked="" type="checkbox"/>	WCA000006825	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N/A	WCA000002025	6/1/2025	6/1/2026	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

### SERVICE PROVIDER AGREEMENT

City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are named as additional insured as required by written contract.

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.

12/3/2025

## CERTIFICATE HOLDER

**SERVICE PROVIDER AGREEMENT**

City of Alameda  
 2263 Santa Clara Avenue  
 Alameda CA 94501

## 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)**

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM 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. Section II, Who Is An Insured is amended to include as an additional 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 broader coverage is 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. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.
  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: 06/01/2025

Policy No.: GL25A00078

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
SCHEDULE**

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

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

Section IV – Commercial General Liability Conditions, 14. Transfer of Rights of Recovery Against Others to Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any 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: 6/1/2025

Policy No.:GL25A00078

Endorsement No.:

Insured: Kitchell CEM, Inc.

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

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: 6/1/2025Policy No. WCA000006825Endorsement No.  
Premium \$

Insured Kitchell CEM, Inc.

Carrier Name/Code: ACIG Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2025

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.

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<b>PRODUCER</b> IMA, Inc. - Kansas City 11350 Switzer Rd, Suite 200 Overland Park KS 66210	<b>CONTACT</b> NAME: IMA Certificate Team PHONE (A/C, No. Ext): E-MAIL ADDRESS: certificates@imacorp.com FAX (A/C, No):														
<b>INSURED</b> 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 : National Fire Insurance Company of Hartford</td> <td>20478</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 : National Fire Insurance Company of Hartford	20478	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Fire Insurance Company of Hartford	20478														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 428651365**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7014861826	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Automobile Physical Damage			7014861826	6/1/2025	6/1/2026	Comprehensive Ded. \$1,000 Collision Deductible \$1,000

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

RE: SERVICE PROVIDER AGREEMENT.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary and Non-Contributory on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. A Waiver of Subrogation is provided in favor of Certificate Holder and all other parties required by the contract on the Automobile Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. Automobile Liability Coverage includes 30 day notice of cancellation, subject to the terms and conditions of the policy. Certificate Holder and all other parties required by the contract are included as Loss Payee on the Automobile Physical Damage Coverage, if required by written contract or agreement, subject to the policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

City of Alameda 2263 Santa Clara Avenue Alameda CA 94501	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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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.


**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.

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





## Business Auto Policy Policy Endorsement

### 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.

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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.:**

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- (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.

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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.