

AMENDMENT NO. 2 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
KITCHELL/CEM, INC.
FOR
ON-CALL ARCHITECTURAL ENGINEERING &
PROFESSIONAL CONSULTING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as “City,” and KITCHELL/CEM, INC., a California Corporation, hereinafter referred to as “Consultant.”

WHEREAS, City and Consultant are parties to that certain agreement, dated July, 20, 2021, entitled “Professional Services Contract Between the City of Huntington Beach and Kitchell/CEM, Inc., for On-Call Architectural Engineering and Professional Consulting Services” which agreement shall hereinafter be referred to as the “Original Agreement”; and

City and Consultant wish to amend the Original Agreement to extend the term beyond the original four years allowed under HBMC Chapter 3.03,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. TERM

The term of the Agreement is extended for two additional years until July 19, 2027.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2025.

KITCHELL/CEM, INC.

By: _____

Bill Johal

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

Maria Davila

print name

ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:

Director of Public Works

APPROVED AS TO FORM:

P. L. De...

for City Attorney

REVIEWED AND APPROVED:

City Manager

KITCHELL/CEM, INC.

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: *(circle one)* Chairman/President/Vice President

Mayor

AND

By: _____

print name

ITS: *(circle one)* Secretary/Chief Financial
Officer/Asst. Secretary - Treasurer

City Clerk

INITIATED AND APPROVED:



Director of Public Works

APPROVED AS TO FORM:



 City Attorney

REVIEWED AND APPROVED:

City Manager

AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
KITCHELL/CEM, INC.
FOR
ON-CALL ARCHITECTURAL ENGINEERING &
PROFESSIONAL CONSULTING SERVICES

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as "City," and KITCHELL/CEM, INC., a California Corporation, hereinafter referred to as "Consultant."

WHEREAS, City and Consultant are parties to that certain agreement, dated July 20, 2021, entitled "Professional Services Contract Between the City of Huntington Beach and Kitchell/CEM, Inc., for On-Call Architectural Engineering & Professional Consulting Services" which agreement shall hereinafter be referred to as the "Original Agreement"; and

City and Consultant wish to amend the Original Agreement to extend the term of the Agreement,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. TERM

The term of the Agreement is extended for one additional year until July 19, 2025.

2. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on June 25th, 2024.

KITCHELL/CEM, INC.

By: Bikramjit Johal

Bikramjit Johal
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: Heather Brown

Heather Brown
print name

ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Bob York
Mayor

Adam Stanislaw
City Clerk

6/25/24

INITIATED AND APPROVED:

[Signature]
Director of Public Works

APPROVED AS TO FORM:

[Signature] CCN
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2024

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: accountmanagers@acig.com ADDRESS: accountmanagers@acig.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: Berkley Assurance Company	
INSURED Kitchell CEM, Inc. 2450 Venture Oaks Way, Suite 500 Sacramento CA 95833	NAIC # 39462	

COVERAGES

CERTIFICATE NUMBER: 80105410

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	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 <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	Contr. Professional Pollution Liab.			PCAB-5025043-0624	6/1/2024	6/1/2025	Per Claim \$5,000,000*Aggregate \$5,000,000

APPROVED AS TO FORM

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

Professional Service Contract
As required per written contract
Professional liability retroactive date 11/11/1978

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

By:

MICHAEL E. GATES
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER

CANCELLATION

Professional Service Contract

City of Huntington Beach
Public Works Department
Attn Joseph Fuentes
PO Box 190
2000 Main Street
Huntington Beach CA 92648

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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Amendment of Condition C. Subrogation Endorsement

In consideration of the premium paid, it is understood and agreed that Section XI.C. is deleted in its entirety and replaced with the following:

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy against any person or entity (except for a Responsible Entity) to the extent such a waiver is required by a written contract with you executed prior to the Claim.

For Coverage A only, we will not subrogate against a Responsible Entity, provided it has maintained Recoverable Insurance, regardless of whether or not such Recoverable Insurance is exhausted or reduced.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Kitchell CEM, Inc.		Policy Number PCAB-5025043-0624
Effective Date of This Endorsement 06/01/2024	Authorized Representative	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2024

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: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: Berkley Assurance Company	NAIC # 39462
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COVERAGES

CERTIFICATE NUMBER: 79791859

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER:
	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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
F	Contr. Professional Pollution Liab.			PCAB-5022319-0623	6/1/2023	6/1/2024	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)

Professional Service Contract
As required per written contract
Professional liability retroactive date 11/11/1978
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.

APPROVED AS TO FORM

By:
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER**CANCELLATION**

Professional Service Contract City of Huntington Beach Public Works Department Attn Joseph Fuentes PO Box 190 2000 Main Street Huntington Beach CA 92648	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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Amendment of Specified Condition Endorsement

In consideration of the premium paid, it is understood and agreed that the Condition described in the Location of Specified Condition field, below, of Section XI. is deleted in its entirety and replaced with the Condition contained within the Amended Condition field, below:

Location of Specified Condition:
M.

Amended Condition:

Except as otherwise specified in this provision, this Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend the Claim, we will have no duty to defend the Claim; if no such other insurance defends the Claim, we will have the right but not the duty to defend the Claim.

In the case of any Claim under Insuring Agreements B. Professional Liability, C. Contractors Pollution Liability, or Biological Pollution Liability covered by this Policy and the Insured's Commercial General, Umbrella and Excess Liability program provided by the American Contractors Insurance Group, the specific elements of such Claim shall be addressed on a primary basis by the respective insurance policy which applies to such elements.

In the case of other valid and collectible Project-Specific liability insurance for Claims or First Party Claims to which this Policy also applies, this Policy is excess over all such other insurance except as respects any specific coverages this Policy would provide which are not covered by any of such other insurance due to omission or exclusion.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the Pollution Claim was first made, to include any person or entity as an additional Insured, such coverage will be provided on a primary and non-contributory basis to the extent so required.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Kitchell CEM, Inc.	Policy Number PCAB-5022319-0623
Effective Date of This Endorsement 06/01/2023	Authorized Representative

Policy Form: PERFORM-10002 (11-20)

29400-5014618-91051

20 - PERFORM-11002 (04-16)

Amendment of Condition C. Subrogation Endorsement

In consideration of the premium paid, it is understood and agreed that Section XI.C. is deleted in its entirety and replaced with the following:

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested Instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy against any person or entity (except for a **Responsible Entity**) to the extent such a waiver is required by a written contract with you executed prior to the Claim.

For Coverage A only, we will not subrogate against a **Responsible Entity**, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured: Kitchell CEM, Inc.		Policy Number PCAB-5022319-0623
Effective Date of This Endorsement 06/01/2023	Authorized Representative	

Policy Form: **PERFORM-10002 (11-20)**

35956-5014618-91051

10 - PERFORM-10009 (02-20)