



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
November 6, 2013**

TO: Mayor and City Council
FROM: Tim Tucker, City Engineer
SUBJECT: Amendment to Consultant Services Agreement with Zumwalt Engineering Group for On-call Civil Engineering and Project Management Services
DATE: October 30, 2013

RECOMMENDATION:

Adopt resolution authorizing the City Manager to amend a consultant services agreement with Zumwalt Engineering Group for on-call civil engineering and project management services.

BACKGROUND:

The City utilizes the services of consulting engineers to provide support to its engineering staff for implementation of its Capital Improvement Program. Zumwalt Engineering Group, a consulting engineering firm located in Danville that specializes in municipal staff augmentation and project management, has provided these services on an as-needed basis to the City since 1994. Zumwalt Engineering Group is currently assisting City staff with several projects including the Martinez Intermodal Parking Lot, the Pacheco Transit Hub, the Harbor View Reservoir Replacement, and several projects at the Water Treatment Plant, including the Electrical, Structural, and Seismic Upgrades. Over the past several months, significant progress has been made on these capital improvement projects. An update is presented below:

- Martinez Intermodal Facility, Phase 3 – The construction of the parking lot is currently underway and is scheduled for completion by the end of the year. The remaining elements of the project are currently under design and include a vehicular and pedestrian/bicycle bridge over Alhambra Creek connecting to Berrellesa Street, realignment of Ferry Street, and a pedestrian bridge over the railroad tracks. The construction of these remaining elements is scheduled to be completed in 2015.
- Pacheco Transit Hub – This project is currently under construction and is scheduled for completion in April of next year.
- Harbor View Reservoir Replacement Project – The City is currently in the process of prequalifying bidders. Bids for construction are scheduled to be received in February of next year with construction to begin shortly thereafter. It is anticipated that the project will be completed in April 2015.

- Water Treatment Plant Electrical Upgrade Project – The design of this project was awarded earlier this year and is scheduled to be complete in early 2014 to allow the project to advertise for construction bids next spring.
- Water Treatment Plant Containment Upgrade Project – This project is currently under construction and is scheduled to be completed by the end of the year.
- Water Treatment Plant Structural and Seismic Upgrade Project – This project is currently under design to allow construction to begin next year.

Discussion:

The City Manager signed a consultant services agreement with Zumwalt Engineering Group on February 20, 2013, in an amount of \$75,000 for Fiscal Year 2013. The contract was amended for an additional \$75,000 for Fiscal Year 2014 on July 8, 2013. Zumwalt Engineering Group has performed all tasks assigned under the terms of the agreement in a timely and professional manner. Their assistance has proved to be beneficial in moving the aforementioned projects forward, and meeting critical deadlines. Further assistance is needed to continue the progress of these and other projects in Fiscal Year 2014. Staff recommends amending the agreement for an additional \$150,000 for engineering services through the end of Fiscal Year 2014. Staff will return to Council in July with a new contract for engineering services for Fiscal Year 2014-15.

FISCAL IMPACT:

There is no impact to the General Fund. The transportation related projects are funded with funds administered by the Contra Costa Transportation Authority and the water related projects are funded with Water System funds. Allocation of funds for the capital improvement projects listed above has occurred with the adoption of the overall City budget. The costs of consultant services are part of the approved budget for the capital improvement projects.

ACTION:

Adopt resolution authorizing the City Manager to amend a consultant services agreement with Zumwalt Engineering Group for on-call civil engineering and project management services.

Attachment:
Resolution
Amendment #2
Contract

APPROVED BY: 
Acting City Manager

RESOLUTION NO. -13

AUTHORIZING THE CITY MANAGER TO AMEND A CONSULTANT SERVICES AGREEMENT WITH ZUMWALT ENGINEERING GROUP TO PROVIDE ON-CALL CIVIL ENGINEERING AND PROJECT MANAGEMENT SERVICES FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS

WHEREAS, it is necessary to retain a qualified consultant to assist City Staff in the implementation of programmed Capital Improvement Projects; and

WHEREAS, Zumwalt Engineering Group has extensive experience in the delivery of Capital Improvement Projects, is familiar with City policies and procedures, and past performance has been satisfactory; and

NOW THEREFORE, IT BE RESOLVED by the City Council of the City of Martinez authorizes the Acting City Manager to amend an agreement with Zumwalt Engineering Group for Fiscal Year 2013-14 to provide On-call Civil Engineering and Project Management Services for an additional \$150,000.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said City Council held on the 6th day of November, 2013 by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

**AMENDMENT 2 TO CONTRACT OF 02/20/13
BETWEEN CITY OF MARTINEZ ("CITY") AND ZUMWALT ENGINEERING GROUP**

**CONTRACT DATED 02/20/13 BETWEEN CITY AND ZUMWALT ENGINEERING GROUP IS HEREBY
AMENDED TO INCLUDE THE FOLLOWING, IN ADDITION TO THE EXISTING PROVISIONS OF THE
CONTRACT, WHICH REMAIN INTACT:**

- 1) Continued provision of on-call civil engineering and project management consultant services.

In consideration of the scope of services set forth above, and in addition to the compensation as agreed upon in the original contract between the parties dated 02/20/13 and Amendment 1 dated July 8, 2013, City agrees to compensate Zumwalt Engineering Group a sum not-to-exceed \$150,000.00. The period of performance shall be through June 30, 2014.

City of Martinez
A Municipal Corporation

Date: _____

By: _____
Alan Shear, Acting City Manager
City of Martinez

Date: _____

By: _____
James W. Zumwalt, President
Zumwalt Engineering Group

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 20th day of Feb., 2013 by and between the CITY OF MARTINEZ, hereinafter referred to as CITY, and Zumwalt Engineering Group, hereinafter referred to as CONSULTANT, whose address is 706 Endsleigh Court, Danville, CA 94506. The CITY and CONSULTANT hereby agree as follows:

SPECIFIC PROVISIONS

1. **DESCRIPTION OF PROJECT**

This Project consists of: On-call Civil Engineering and Project Management Services.

2. **SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT**

The services provided by Consultant shall include various civil engineering/project management assignments. Consultant shall prepare a Task Order for each assignment that outlines the scope of services and expected duration or timeline for completion. All Task Orders shall be subject to the approval of the City Engineer.

3. **SCOPE OF SERVICES TO BE PROVIDED BY CITY**

- a. Access to record information and applicable project data.
- b. Access to public and private lands as necessary.
- c. Access to office space at City hall to coordinate with City Staff and attend and facilitate meetings.

4. **PAYMENT**

a. **Compensation:**

The total cost for services provided by Consultant shall not exceed \$75,000.00.

The City agrees to pay Consultant for the services specified in Paragraph 2 in accordance with Exhibit B (Charge Rate Fee Schedule) which is attached hereto and incorporated herein.

b. **Time of Payment**

Provided CONSULTANT is not otherwise in default under this Agreement, CONSULTANT shall be compensated monthly in arrears based on the time spent during the previous month for which an itemized invoice shall have been submitted. City agrees to pay Consultant within thirty (30) days of receipt of monthly invoices.

5. **TIME OF COMPLETION**

- a. The CONSULTANT shall perform the work described in paragraph 2 in accordance the City approved Task Order.

6. CONSULTANT and the CITY agree the schedule in Paragraph 5 above represents their best estimates with

schedule may occur. Therefore, both CONSULTANT and CITY will use reasonable efforts to notify one another of changes to the schedule. Any proposed change in the schedule, including a change based on the events described in Section 7, immediately below, shall be delivered to the other party in writing. Any such proposed change by one party shall be subject to the approval of the other party; provided, however, that any such approval may not be withheld unreasonably. The person executing this Agreement on behalf of the CITY shall have the authority to agree to extensions proposed by the CONSULTANT.

7. CONSULTANT shall not be responsible for performance delays caused by others, or delays beyond CONSULTANT'S control, and such delays shall extend the times for performance of the work by CONSULTANT.

GENERAL PROVISIONS

1. The status of CONSULTANT is that of an independent contractor operating having control of his/her work and the manner in which it is performed. CONSULTANT is not considered to be an officer, an employee, or an agent of CITY, nor shall he/she hold him/herself out as or represent that he/she is an officer, employee, or agent of the CITY. CONSULTANT is required to obtain a business license with the City. A copy of the business license application is included as Exhibit D.
2. The CONSULTANT agrees that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul and cancel this Agreement without liability of any sort and/or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

All reports, drawings, calculations, plans, specifications, and other documents prepared or obtained pursuant to the terms of this Agreement shall be endorsed by Consultant and delivered to and become the property of the City with the exception of proprietary/copyrighted information (as in agreements or software services). In addition, data prepared or obtained under this Agreement shall be made available, upon request, to the City. The foregoing notwithstanding, said documents, plans, etc. which are site specific for the subject project shall not be used for any other work without the consent of Consultant.

Consultant and his/her/its subconsultants shall keep and maintain full and complete documentation and accounting records, including all records, employees' time sheets and correspondence pertaining to this Agreement. The Consultant shall make such documents and records available for review and/or audit evaluation by representatives of the City at all reasonable times during the contract period and for at least four (4) years from the date of final payment. Upon written request by the City, the Consultant shall provide the City with copies of all pertinent reports and correspondence.

3. CONSULTANT shall provide properly skilled professional and technical personnel to perform all services under this contract. The CONSULTANT shall not engage the services of any person or persons now employed by the CITY, except with the written permission of the CITY. Except as otherwise herein provided, the CONSULTANT shall not assign or sublet any portion of the services to be performed under this Agreement without the prior written consent of the CITY. Said consent may be withheld with or without reasons. In the event that the CITY, in writing, approves any assignment or subletting of this Agreement or the retention of sub-consultants by CONSULTANT, the CONSULTANT shall provide to the CITY copies of each and every sub-consultant contract prior to the execution thereof by the CONSULTANT and sub-consultant.
4. CONSULTANT shall comply with all Federal, State and Local laws, statutes, ordinances, rules and

regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

5. All changes and/or extra work shall be performed and paid for in accordance with the following:
 - a. Only the CITY Manager may authorize extra and/or changed work. CONSULTANT expressly recognizes that other CITY personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of CONSULTANT to secure the CITY Manager's prior, written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and CONSULTANT thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - b. If the CONSULTANT is of the opinion that any work he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, he shall promptly notify the CITY Manager of the fact. The CITY Manager shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the CITY Manager determines that such work does constitute extra work, the CITY shall provide compensation to the CONSULTANT on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between the CITY and the CONSULTANT. Such Supplemental Agreement shall be executed by the CONSULTANT and be approved by the necessary CITY officials.
 - c. In the event the CITY Manager determines that such work does not constitute extra work, CONSULTANT shall not be paid extra compensation above that provided herein. The determination of the CITY Manager may be appealed to the CITY Council as long as a written appeal is submitted to the CITY Manager within five (5) days after the date of the CITY Manager's determination. Said written appeal shall include a description of each and every ground upon which CONSULTANT challenges the CITY Manager's determination.
6. CITY has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that payment for or acceptance of CONSULTANT'S work by CITY shall not operate as a waiver or release. CONSULTANT shall indemnify and hold harmless the CITY from and against any and all claims or expenses caused or occasioned directly or indirectly by CONSULTANT'S failure to so perform.
7. CONSULTANT assumes all responsibility for damages to property or injury or death to persons caused by the negligent performance errors or omissions of CONSULTANT and/or his/her agents or employees. To the extent permitted by law, CONSULTANT shall indemnify, hold harmless, release and defend CITY, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current or prospective laws, and expenses including attorneys' fees and other defense costs or liabilities of any nature that may be asserted by any person or entity including CONSULTANT from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of CONSULTANT, his employees and agents hereunder and regardless of CITY'S passive negligence. CITY agrees to provide CONSULTANT with reasonable notification of legal claims and/or lawsuits which CITY may receive and for which CITY will request indemnification under this paragraph.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for CONSULTANT under Workers' Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this Agreement, or the

terms, applicability or limitations of any insurance held by CONSULTANT.

8. Without limiting CONSULTANT'S indemnification provided hereunder, CONSULTANT shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by the CITY, the following policies of insurance with a Best rating of no less than A-VII.

- a. Workers' Compensation insurance to cover its employees, and the CONSULTANT shall require all sub-consultants similarly to provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the sub-consultant's employees. All Workers' Compensation policies shall be endorsed with the provision that it will not be canceled without first giving thirty (30) days prior notice to the CITY.

In the event any class of employees engaged in hazardous work under the Contract is not protected under Workers' Compensation Statutes, the CONSULTANT shall provide, and shall cause all sub-consultants to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy must be acceptable to CITY and shall provide that it will not be canceled without first giving thirty (30) days notice to the CITY.

CONSULTANT'S Worker's Compensation insurance shall include the following language: "All rights of subrogation are hereby waived against the CITY, its officers and employees when acting within the scope of their appointment or employment."

- b. Commercial general liability insurance including personal injury and property damage insurance for all activities of the CONSULTANT and its sub-consultants arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, cross liability, x, c, u hazards, subcontractors named as additional insureds (inapplicable if no subcontractors or subconsultants), vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than \$2 million dollars combined, single limit personal injury and property damage for each occurrence. The completed operations and product liability insurance shall continue for not less than 365 days following acceptance of the work by CITY. The commercial general liability policy shall be endorsed with the following language:

- (1) The CITY OF MARTINEZ is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- (3) The insurance provided herein is primary and no insurance held or owned by the CITY OF MARTINEZ shall be called upon to contribute to a loss.
- (4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the CITY of MARTINEZ.

- c. Professional liability, errors and omissions insurance in an amount not less than \$1 million dollars. The professional liability insurance policy shall be endorsed with a provision stating that it may not be canceled without first giving thirty (30) days prior written notice to the CITY. The professional liability policy shall be written on an occurrence policy basis to cover any professional liability, errors or omissions made during the term of policy. In the event CONSULTANT'S policy is a "claims made" policy only covering those claims made during the policy period, then CONSULTANT agrees to maintain the professional liability insurance

required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.

- (1) SUB-CONSULTANTS providing professional services under this agreement shall be added to CONSULTANT'S policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to the CITY Attorney.
 - d. CONSULTANT shall submit to CITY documentation evidencing its required insurances signed by the insurance agent and companies, copies of which are attached as Exhibit "C". Any deductible or self-insured retentions must be declared to and approved by CITY. At the option of CITY, insurer shall reduce or eliminate such deductible or self-insured retention as respects CITY, its officers and employees or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claims, administration and defense expenses.
9. The CITY shall furnish the CONSULTANT, to the extent that they are available, CITY standards, details, specifications, and regulations applying to the Project and other such information which may be helpful to the CONSULTANT in performance of its service. Any and all additional data necessary for design shall be the responsibility of the CONSULTANT.
 10. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY within its sole discretion upon written notice to CONSULTANT. CONSULTANT may terminate this Agreement upon thirty (30) days' written notice to the CITY only for good cause, including without limitation, CONSULTANT'S serious illness or material breach of this Agreement by the CITY. CONSULTANT'S written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. Upon termination, all finished and unfinished documents, project data and reports shall, at the option of the CITY, become its sole property and shall, at CONSULTANTS' expense, be delivered to the CITY or to any party the CITY may so designate. In the event of termination by CONSULTANT, CONSULTANT shall only be compensated for all work CONSULTANT satisfactorily performs prior to the time CONSULTANT delivers to the CITY the termination notice, unless other arrangements are agreed to by the CITY. In the event of termination by the CITY, CONSULTANT shall be compensated for all work satisfactorily performed prior to the time CONSULTANT receives the termination notice, and shall be compensated for all materials ordered by CONSULTANT, and services of others ordered by CONSULTANT prior to receipt of the CITY'S termination notice, whether or not such materials or instruments of services of others have actually been delivered to CONSULTANT or to the CITY, provided that CONSULTANT is not able to cancel such orders for materials or services of others. In the event this Agreement is terminated pursuant to this section, CONSULTANT shall not be entitled to any additional compensation over that provided herein; nor shall CONSULTANT be entitled to payment for alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by the CITY pursuant to this section.
 11. Should the CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the CITY may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. CONSULTANT shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage, if any, sustained by CITY by virtue of the CONSULTANT'S breach of this Agreement.
 12. This Agreement shall inure to the benefit of, and be binding upon, the successors in interest, legal representatives, trustees, and permitted assigns of either party.
 13. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure, section 1856. No modification hereof shall be effective unless and until such

modification is evidenced by a writing signed by parties to this Agreement.

14. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. After receipt of a demand for assurance, either party's failure to provide within a reasonable time but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances is a breach of this Agreement by that party. Acceptance of any improper delivery of service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

15. All notices permitted or required hereunder shall be addressed as follows:

If to the CITY:

Philip Vince
City Manager
City of Martinez
525 Henrietta Street
Martinez, CA 94553

If to the CONSULTANT:

James W. Zumwalt
President
Zumwalt Engineering Group
706 Endsleigh Court
Danville, CA 94506

16. This Agreement shall be construed in accordance with the law of the State of California. Venue shall be in the County of Contra Costa.

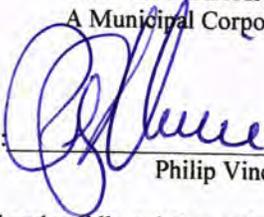
IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written in the CITY OF MARTINEZ, California.

CITY OF MARTINEZ
A Municipal Corporation

Date:

2/20/2013

By:



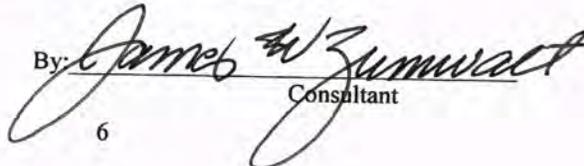
Philip Vince, City Manager

CONSULTANT is a corporation duly organized and validly existing and in good standing under the laws of the State of California, and is authorized to perform the services under this agreement. The corporate officer executing this agreement has been authorized and directed to do so by corporate resolution.

Date:

2-19-2013

By:



Consultant

APPROVED AS TO FORM

By: N/A-used City Standard Contract Provisions
City Attorney

Attachments:

- Exhibit A: Scope of Services (N/A)
- Exhibit B: Charge Rate Fee Schedule
- Exhibit C: Proof of Required Insurance
 - Worker's Compensation Insurance
 - Commercial General Liability Insurance
 - Commercial General Liability - Auto Insurance
 - Professional Liability
- Exhibit D: Business License Application

**ZUMWALT ENGINEERING GROUP
MUNICIPAL STAFF AUGMENTATION
2012-2013 CHARGE RATE FEE SCHEDULE**

The compensation of Zumwalt Engineering Group for work done will be on the basis of an hourly charge rate, plus incurred expenses and will be the sum of all the items set forth below:

A. MUNICIPAL STAFF AUGMENTATION SERVICES

PRINCIPAL	\$	150	HR
SUPERVISING ENGINEER		140	HR
SENIOR ENGINEER		131	HR
PROJECT ENGINEER/SURVEYOR		123	HR
ASSOCIATE ENGINEER		115	HR
SENIOR DESIGNER		115	HR
STAFF ENGINEER		109	HR
FIELD REPRESENTATIVE		99	HR
TECHNICIAN/CAD DESIGNER		99	HR
CLERICAL/OFFICE SUPPORT		65	HR

EFFECTIVE THROUGH JUNE 30, 2013 AND SUBJECT TO REVISION ANNUALLY

B. TRANSPORTATION EXPENSES

1. Fifty cents (0.55) per mile for use of vehicles. A minimum of eight dollars (\$9.00) per hour will be charged for use of vehicles used for field inspection and supervision.

C. OUTSIDE SERVICES

1. Invoice cost of services and expenses charged to Zumwalt Engineering Group by outside consultants, professional or technical firms engaged in connection with the order, plus 15% handling charge.

D. MISCELLANEOUS EXPENSES

1. The invoice cost of materials, supplies, reproduction work, and other services procured by Zumwalt Engineering Group from outside sources, plus a handling charge of 15%. All out-of-pocket expenses not included in Items A, B and C will be included in this category.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/08/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675 Attn: KXC
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Zumwalt Engineering Group
706 Endsleigh Court
Danville, CA 94506

INSURERS AFFORDING COVERAGE
INSURER A: Travelers Property Casualty Co
INSURER B: American Automobile Ins. Co.
INSURER C: Argonaut Insurance Company
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6808193L124	02/11/13	02/11/14	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8194L249	02/11/13	02/11/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81001317	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPL OYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	IAE1164303	02/01/13	02/01/14	\$1,000,000 per claim \$1,000,000 annl agr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 General liability policy excludes claims arising out of the performance of professional services.
 All operations of the Named Insured

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
City of Martinez Attn: Joe Enke 525 Henrietta Street Martinez, CA 94553		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Naomi M. Barrett</i>



City of Martinez
525 Henrietta Street
Martinez, CA 94553
Phone (925) 372-3575

2013

BUSINESS LICENSE

This license becomes null & void if ownership, business name or address is changed. All applicable building & zoning regulations pertaining to business location must be followed.

Business Location:

ZUMWALT ENGINEERING GROUP
706 ENDSLIEGH CT
DANVILLE, CA 94506

Business License ID
4767
Type
PROFESSIONAL

Number
6059

Expires
12/31/2013