



**CITY OF MARTINEZ**

**CITY COUNCIL AGENDA  
July 11, 2012**

**TO:** Mayor and City Council  
**FROM:** Alan H. Shear, Assistant City Manager  
**SUBJECT:** Agreement for Marina Consultant Services  
**DATE:** July 5, 2012

**RECOMMENDATION:**

Approve agreement with Michelle Wierschem (aka Mitch Austin) for consultant services on the Marina project.

**BACKGROUND:**

The project to rehabilitate and develop the marina and the waterfront area continues and requires dedicated personnel to manage it as it enters a critical phase. Due to previous work with the City and the marina, Mitch Austin is very familiar with the project and its related challenges. Per the terms of the attached agreement and scope of services, Consultant shall perform the following:

1. Manage the marina project and marina related upland conceptual planning
  - a. Coordinate with Department of Boating and Waterways and related agencies in developing a conceptual plan for the marina waterside
  - b. Negotiate terms with the State Lands Commission for lease of the marina lands once a conceptual plan is developed and approved
  - c. Work with Engineering and Anchor QEA to obtain the necessary permits and other items in preparation of the upcoming Marina Dredge
  - d. Provide analysis and review of operational statements submitted to the City from Almar on a quarterly basis
  - e. Organize and coordinate Marina Subcommittees as needed
2. Grant Development and Management
  - a. Review and assess grants for parks and recreation facilities and make recommendations on pursuit of grants related to the marina and the waterfront area
  - b. Submit completed grant application for the Cosco Busan settlement grant funds for the Fishing Pier by September 10, 2012
3. City Council meeting support
  - a. Develop and present reports as needed
  - b. Provide Weekly Updates to the City Manager for notable activities

**FISCAL IMPACT:**

The agreement is for a not-to-exceed amount of 30,000.

**ACTION:**

Approve agreement with Michelle Wierschem (aka Mitch Austin) for consultant services on the Marina project.

Attachments

Contract

**APPROVED BY:**

  
City Manager

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2012 by and between the CITY OF MARTINEZ, hereinafter referred to as CITY, and Michelle Wierschem (aka Mitch Austin) hereinafter referred to as CONSULTANT, whose address is 450 Pittman Road #613, Fairfield, CA 94534. The CITY and CONSULTANT hereby agree as follows:

### SPECIFIC PROVISIONS

1. DESCRIPTION OF PROJECT

This Project consists of project management for the marina rehabilitation and expansion, grant development and management.

2. SCOPE OF SERVICES TO BE PROVIDED BY CONSULTANT

The services provided by Consultant shall include project management support for the marina rehabilitation and expansion, to include supporting development model for project upland areas; supporting Marina funding model development; supporting Marina construction planning process; leading Legislative land grant application process; leading State lands commission coordination; leading stakeholder support development; supporting development and review of project agreements; leading master planning & market demand and survey program; providing general assistance, strategic planning and comment/ recommendations on the marina project phases as needed; and attending at City Council and Commission meetings as needed. The complete scope of services is incorporated herein by reference as Exhibit "A."

3. PAYMENT

a. Compensation:

CITY hereby agrees to pay Consultant a total sum not to exceed Thirty Thousand Dollars (\$30,000.00), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable expenses incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's Proposal to CITY, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. CITY shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from to CITY to consultant for services rendered pursuant to this Agreement. Except as specifically authorized by CITY, Consultant shall not bill CITY for duplicate services performed by more than one person.

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

To the fullest extent permitted by law, consultant specifically renounces, advocates, and waives any and all pension and contribution rights. Under the Public Employees' Retirement System Government Code Section 20000-21703 for any services performed under this agreement and specifically agrees, represents, and covenants to the City, that consultant's hourly rate and total compensation under this agreement shall be the sole form of compensation. Consultant may now or anytime in the future, be entitled to receive from City either directly or indirectly for the services to be performed under this agreement.

Reimbursable expenses shall not exceed One Thousand Five Hundred Dollars (\$1,500.00). Only the following reimbursable expenses are included as reimbursable in the total amount of compensation provided under this Agreement: printing, postage, business license, and miscellaneous travel/mileage.

b. Time of Payment

Provided CONSULTANT is not otherwise in default under this Agreement, and subject to the maximum compensation set forth in paragraph (a) above, CONSULTANT shall be compensated monthly 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.

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

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

CITY shall make incremental payments, based on invoices received, attached as Exhibit B, for services satisfactorily performed, and for authorized reimbursable expenses incurred. CITY shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

CITY shall pay the last 10% of the total sum due pursuant to this Agreement within thirty (30) days after completion of the services and submittal of a final invoice, if all services required have been satisfactorily performed. CITY shall pay for the services to be rendered by Consultant pursuant to this Agreement. CITY shall not pay any additional sum for any expense whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

4. INTENTIONALLY OMITTED

5. TIME OF COMPLETION

The CONSULTANT shall perform the work described in paragraph 2 in accordance with the project period contained in Exhibit A, attached hereto and incorporated herein, commencing upon execution of this contract and continuing until December 31, 2012, or project completion. CONSULTANT project time allocation is estimated to be approximately 15-18 hours per week.

6. CONSULTANT and the CITY agree the schedule in Paragraph 5 above represents their best estimates with respect to completion dates and both CONSULTANT and CITY acknowledge that departures from the 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, which consent shall not be unreasonably withheld.

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:

Automobile liability coverage in an amount no less than \$1 million dollars combined, single limit personal injury and property damage for each occurrence. CONSULTANT shall submit to CITY documentation evidencing its required insurance, a copy of which is attached as Exhibit "C".

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:

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: \_\_\_\_\_

By: \_\_\_\_\_  
Philip Vince, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michelle Wierschem (aka Mitch Austin) Consultant

APPROVED AS TO FORM

By: \_\_\_\_\_  
City Attorney

Attachments:

- Exhibit A: Scope of Services
- Exhibit B: Terms of Payment
- Exhibit C: Auto Insurance
- Exhibit D: Business License Application

Consultant: Michelle Wierschem

## Exhibit A

### Scope of Services:

Manage marina project and upland conceptual planning, grant development and lease agreement development for specified waterfront facilities.

**Project Period:** July 1, 2012- December 31, 2012

**Project Estimated Time Allocation:** Per the direction of the City Manager, approximately 15-18 hours per week.

Michelle Wierschem provides the following services:

1. Manage marina project and marina related upland conceptual planning
  - a. Coordinate with Department of Boating and Waterways and related agencies in developing a conceptual plan for the marina waterside recreational boating and related upland activities by December 31, 2012
  - b. Negotiate terms for years 11 – 46 with the State Lands Commission for lease of marina lands once a conceptual plan is developed for the marina is approved
  - c. Work with Engineering and Anchor QEA to obtain the necessary permits and other items in preparation of the Marina Dredge Project of 2012
  - d. Provide analysis and review of operational statements submitted to the City from Almar on a quarterly basis
  - e. Organize and coordinate Marina Subcommittees as needed
  
2. Grant Development and Management
  - a. Review and assess grants for parks and recreation facilities and make recommendations on pursuit of grants related to the marina and the waterfront area
  - b. Make recommendations on grants for parks, recreation and marina facilities, including Measure WW funds
  - c. Submit completed grant application for the Cosco Busan settlement grant funds for the Fishing Pier by September 10, 2012
  
3. City Council meeting support
  - a. Develop and present reports as needed
  - b. Provide Weekly Updates to the City Manager for notable activities

Consultant: Michelle Wierschem

**Exhibit B**

- Hourly Rate: \$70.00
- Services to billed on the ½ hour
- Travel to meetings outside of Martinez shall be billed at the hourly rate
- Paid per the City of Martinez Accounts Payable Schedule

# ACORD - CERTIFICATE OF LIABILITY INSURANCE

10/25/2001

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.

### INSURERS AFFORDING COVERAGE

INSURER A: Progressive Insurance Co  
 INSURER B: Lloyd's of London  
 INSURER C: Colony Insurance  
 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.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<del>XXXXXXXXXX</del>	10-10-01	10-10-02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<del>XXXXXXXXXX</del>	10-10-01	10-10-02	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				NO STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER Cargo	<del>XXXXXXXXXX</del>	10-10-01	10-10-02	Limit to \$1,000,000 \$1,000 Deductible

GAMING

### DESCRIPTION OF OPERATION/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

WITH RESPECT TO WORK PERFORMED BY INSURED FOR CERTHOLDER AND/OR WITH RESPECT TO MOVEMENT OF EQUIPMENT WITHIN THE CITY OR COUNTY NAMED, IF SUCH. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO COMPANY A & C

### CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER

City of Martinez  
 525 Henrietta Street  
 Martinez, CA 94553  
 925-372-3515  
 925-372-0257

### CANCELLATION

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

*Michael B. Walsh*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The person or organization shown in the Schedule below is added to the Policy as an Additional Insured, but is insured only to the extent of their legal liability because of your negligence for an "occurrence" that takes place while ongoing operations are being performed by you for the Additional Insured, AND WHERE REQUIRED BY WRITTEN CONTRACT.

### Schedule

Additional Insured: City of Martinez  
Attn: Engineer Dept.  
525 Henrietta Street  
Martinez, CA 94553

### Exclusions

This insurance does not apply to:

1. liability arising out of an "occurrence" that takes place after performance of your work for the Additional Insured becomes a completed operation as defined in the Policy definition of the "products-completed operations hazard" or
2. damages the Additional Insured is legally obligated to pay because of acts or omissions of the Additional Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Office Use Only: ID \_\_\_\_\_ CID# \_\_\_\_\_ Class \_\_\_\_\_ Type \_\_\_\_\_ Cycle Code \_\_\_\_\_ Bill # \_\_\_\_\_  
 Planning \_\_\_\_\_ Building \_\_\_\_\_ Police \_\_\_\_\_ Lic Beg-End \_\_\_\_\_  
 Comments \_\_\_\_\_  
 Initial Review: \_\_\_\_\_ Entered by: \_\_\_\_\_ Adj # \_\_\_\_\_ License printed: \_\_\_\_\_ Final Review: \_\_\_\_\_

**2012 Business License Application**  
**CITY OF MARTINEZ**  
**Professional (03)**

525 Henrietta St, Martinez, CA 94553

(925) 372-3576 or Fax (925) 372-3480 email: businesslicense@cityofmartinez.org



\*\*\*\*\* PLEASE COMPLETE AND SIGN – PLEASE TYPE OR PRINT CLEARLY \*\*\*\*\*

Business Name \_\_\_\_\_ **Sole Partnership Corporation Other:** \_\_\_\_\_  
(OWNERSHIP – circle one)

Business Location \_\_\_\_\_ Business Start Date: \_\_\_\_\_  
(NOT A P O BOX) (LOCATED INSIDE CITY LIMITS)

Is location a residence within Martinez? **Yes No** → Are you the current property owner? **Yes No** → \_\_\_\_\_  
(IF YES, NEED A HOME OCCUPATION PERMIT) Property Owner's Name

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
(IF DIFFERENT THAN BUSINESS LOCATION)

Describe Business Activity \_\_\_\_\_

State Contractor License \_\_\_\_\_ Class \_\_\_\_\_ Expiration Date \_\_\_\_\_

Business Tax Payer Identification Number \_\_\_\_\_ Fictitious File # \_\_\_\_\_  
(SSN OR FEIN THAT WILL BE USED FOR STATE & FEDERAL TAX FILINGS)

Seller's Permit # \_\_\_\_\_ State Tax ID \_\_\_\_\_  
(if the business has employees)

Owner/Officer 1 Name \_\_\_\_\_ Owner/Officer 2 Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Home Address \_\_\_\_\_ Home Address \_\_\_\_\_  
(NOT A P O BOX) (NOT A P O BOX)

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Bus. Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_ Alt. Phone \_\_\_\_\_

Email \_\_\_\_\_ Email \_\_\_\_\_

Do you have more than one type of business in the City? **No Yes** → Please complete the Business License Application Addendum.

Does your business occupy more than 1 location in Martinez? Yes \_\_\_\_\_ No \_\_\_\_\_

Please indicate if the intended occupancy will use chemicals (HAZMAT) Yes \_\_\_\_\_ No \_\_\_\_\_  
 Initiating "yes" acknowledges that H & S Code Sect. 25505 and 25534 as well as filing directions were made available to you.

I declare under penalty of perjury that I am authorized to make this application and that to the best of my knowledge and belief, all the information given is true, accurate, and complete. I also fully understand that the filing of this application and the payment of a tax does NOT constitute the issuance of a business license and does NOT entitle me to commence or carry on any business in the City of Martinez.

\_\_\_\_\_  
 Applicant's signature Date Applicant's signature Date

Business ID

Business Name

\*\*\*\*\*2012 TAX CALCULATION\*\*\*\*\*

TAXES ARE VALID FROM JANUARY 1, 2012 TO DECEMBER 31, 2012

Business (includes one principal/associate) ..... \$ 311.64

plus (+) \_\_\_ additional associates or principals at \$131.31 each..... \$ \_\_\_\_\_

plus (+) \_\_\_ additional employees working in the City at \$31.12 each.. \$ \_\_\_\_\_

AMOUNT TO PAY (add all lines) ..... \$ \_\_\_\_\_ (A)

If your business start date is after January 1, 2012, pro-rate your tax using the following calculation:

AMOUNT TO PAY (from above)..... \$ \_\_\_\_\_

DIVIDE BY 12: ..... \$ \_\_\_\_\_

MULTIPLY BY \_\_\_\_\_ MONTHS ..... \$ \_\_\_\_\_ (B)

(Number of months in operation from 1/1/2012 to 12/31/2012) = PRORATED AMOUNT TO PAY

AMOUNT TO PAY (from (A) or (B)) ..... \$ \_\_\_\_\_

Home Occupation Permit (\$95), if applicable ..... \$ \_\_\_\_\_

TOTAL AMOUNT DUE ..... \$ \_\_\_\_\_

Penalties are 10% per month to a maximum of 25% per year and applied on the first of each month, for failure to pay tax when due.

Tax Due Date \_\_\_\_\_

10% Penalty Mo. 1 \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_ 20% Penalty Mo. 2 \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_ 25% Penalty Mo. 3 \_\_\_/\_\_\_/\_\_\_ \$ \_\_\_\_\_

- If you are a sole proprietor over the age of 65 and have gross receipts of less than \$10,000 you may qualify for a reduced tax.
• If you are a sole proprietor (except itinerant vendor, peddler, solicitor, or transient business) and have gross receipts of not more than \$1,000 you may qualify for an exemption.

\*The definition of Employee is any person engaged in the operation or conduct of the business whether as members of the owner's family, agent, manager, solicitor and any and all other persons employed or working in said business. Individuals actually working in the Martinez business location are to be included in the computation. If the work force fluctuates during the year, use an average number. If you employ part-time employees, add up the total number of hours per week worked by part-time employees and divide the total by 40 in order to arrive at the approximation of full-time employees.