REQUEST FOR PROPOSALS (RFP)
Specification No. 08-10335-C
FOR
Berkeley Marina Hydrographic Survey
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide Hydrographic Survey Services for the Berkeley Marina and Entrance Channel located within the boundaries of the foot of University Avenue, Marina Boulevard, Spinnaker Way and the San Francisco Bay. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, May 20, 2008.** All responses must be in a sealed envelope and have “Berkeley Marina Hydrographic Survey” and Specification No. 08-10335-C clearly marked on the outer most mailing envelope. Please submit one original and 3 copies of the proposal as follows:

**Mail or Hand Deliver To:**
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

**For questions** concerning the anticipated work, or scope of the project, please contact Kenneth Emeziem, Supervising Civil Engineer via e-mail at kemeziem@ci.berkeley.ca.us no later than Thursday, May 15, 2008. It is the vendor’s responsibility to check for answers to questions or any addenda on the City of Berkeley’s website at [http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128](http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128). For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Sharon Thygesen
General Services Manager

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390
E-mail: [finance@ci.berkeley.ca.us](mailto:finance@ci.berkeley.ca.us) Website: [http://www.ci.berkeley.ca.us/finance](http://www.ci.berkeley.ca.us/finance)
I. **BACKGROUND**

The Berkeley Marina is located at the western boundary of the City adjacent to the shoreline just north of University Avenue. The marina basin was created as a result of a sanitary landfill being built around it. The marina was last dredged between 1991 and 1993. The main channel was dredged to –12’ Mean Lower Low Water (MLLW) and the north portion of the basin was dredged to –10’ MLLW. The remaining un-dredged portions of the marina bay floor ranged from about –7’ to –21’ MLLW.

The City desires to ascertain the current profiles of the marina bay floor to determine the need to dredge.

II. **SCOPE OF SERVICES**

The contractor shall perform Class 1 hydrographic surveys of the Berkeley Marina and Entrance Channel. The limits of the survey are shown in the attached drawings. The hydrographic surveys shall include a condition survey to determine the volume of dredging required in Berkeley Marina, and pre- and post-dredge surveys to compute actual dredge volumes if dredging is performed. The standard desired depth for the Berkeley Marina is minimum -12 MLLW. The allowable overdredge depth is 1 foot. The overdredge volumes are computed only in areas that require dredging to achieve the desired design depth.

1. **Requirements:**

Conducting any survey work presumes the existence of satisfactory weather and sea conditions adequate for quality survey results. An approved daily log shall be kept to report the personnel, craft and equipment used during each day of work.

1.1 Horizontal and vertical control shall be used to establish positioning. All horizontal control shall be computed for NAD83 based upon differential GPS navigation system having sub-meter accuracy or approved equivalent. Vertical control shall be established using a tide gauge that records 2-minute water level averages at 5-minute intervals in the Berkeley Marina or approved equivalent. Vertical control shall be based on the MLLW vertical datum established for the Berkeley Marina. Established benchmark elevations and horizontal control information will be provided.

1.2 Hydrographic sounding lines shall be taken at nominal 25’ intervals throughout Berkeley Marina and Entrance Channel. The sounding lines shall be oriented parallel to the docks within the fairways, and the soundings lines shall be oriented perpendicular to the channel centerline within the Entrance Channel. Soundings shall be at 5 foot intervals and shall not deviate more than 5 feet off of alignment. Lines are to extend 50 feet past the toes of the channel (where safe navigation permits) or until the limits of deep water. The contractor shall conduct soundings on the back side of docks and obstructions to complete sounding lines.

1.3 Direct measurement of water depths using a weighted tape (leadline) will be made at one (1) location in each slip within Berkeley Marina during the condition hydrographic survey, and at five (5) locations in each slip within Berkeley Marina during the pre- and post-dredge surveys. The leadline measurements will be corrected to MLLW and shown on the sounding charts.

1.4 Fathogram notes shall indicate the location of each sounding line, the date and time (hours and minutes) each sounding line was taken, and explanation of any line terminated early. Notes shall also include tidal data (i.e. height of tide in MLLW), bar checks, time and date of tide readings, and the location of the tide gauge.
1.5 Existing navigation markers and buoys will be located by survey and shown on the bathymetric chart.

1.6 The contractor should use an echo sounder to obtain soundings. The analog recording of soundings shall indicate a calibration check (bar check) of the echo soundings at the beginning and end of survey activities each day, at the beginning and end of each analog paper change, and at such times as necessary to ensure sounding accuracy. Echo sounder shall have a minimum frequency of 200 kHz, with a 3.5 degrees cone measured at the 6db point. The top of the return signal trace shall be the point of interpretation of sounding. Bar checks will be taken at a minimum of 5 foot intervals and shall be taken at identical locations.

1.7 Hydrographic survey procedures shall conform to industry standards similar to those in the Corps of Engineers, Hydrographic Manual (Em 1110-2-1003), and other recognized technical manuals. Horizontal location observations shall compensate for standard EPS systematic (calibration) errors, geodetic annotation and processing procedures shall be consistent with recognized hydrographic survey standards. Failure to perform and process such surveys in accordance with recognized standards will result in rejection of and non-payment for the work performed.

1.8 On-board real-time and post-plot capability is mandatory aboard the survey vessel for Class 1 surveys, in order to allow the survey crew and inspector to evaluate the completeness of survey lines. Incomplete and inaccurate data shall be re-surveyed without delay.

1.9 Copies of field books including level line notes, elevation data, benchmarks, tidal benchmarks, and location of all control are to be submitted with the survey plot.

1.10 Test course calibration and squat/settlement curves are to be on-board the survey vessel and are to be incorporated into the survey computations software program.

1.11 Automatic tide gauge recording is mandatory (not more than 0.1' change or 5 minute intervals) for all Class 1 hydrographic surveys. The time and date of all surveys are to be provided on the cross-section plots for correlation with the printed tide record. Daily checks of the fixed tide gauge are to be correlated with the automatic system. The tide gauge shall be operational during all surveys.

1.12 All horizontal and vertical control is to be identical through the various survey stages of the project. The location, coordinates and description of all control shall be identical to previously used control and fully addressed in the QA/QC plan.

1.13 The contractor shall use survey methods which conform to the following precisions:

   (1) Horizontal: Primary control to be established to second order.

   (2) Vertical: Primary vertical controls will close within 0.05 foot. MLLW datum shall be obtained by applying the adjustment for the area. All soundings shall be MLLW.

1.14 Pre-surveying conference shall be held to review control/equipment/procedures, QA/QC program/safety plan/dredging control, calibration, and schedule.

2. Electronic Drawings (Deliverables)
2.1 All hydrographic data shall be submitted on a flash drive in AutoCAD Version 2008 format. Contours and soundings shall be on separate layers in the drawing file. The City will provide the contractor with AutoCAD .dwg files of the Marina for plotting plan sounding data.

2.2 Soundings shall be plotted at 5 foot intervals along the hydrographic survey lines, with water depths to the nearest one-tenth of a foot. The sounding data is to be contoured at 1’ depth intervals.

2.3 The bathymetric charts will contain the following items:
   - NAD83 grid ticks are to be shown on the chart.
   - Legend indicating when survey was performed and equipment used.
   - North arrow and scale.
   - The location of horizontal control points, benchmarks, tide gauge location, and navigation markers shall be shown on the chart.
   - Drawings will include survey controls used. The survey date, contractor's firm name and type survey (i.e., condition, pre-dredge, or post-dredge) will be entered in the notes section.
   - The contractor shall provide 2 copies and 1 reproducible mylar drawings of the contours only, soundings only, and both contours and soundings.

2.4 The contractor shall provide X,Y,Z sounding data on disks in NAD83 format.

3. Quantity Computations

Dredge quantities shall be computed to the nearest cubic yard based on the sounding lines surveyed using both the Average-End and TIN method. Tabular summaries shall be submitted to show standard depth, overdepth, and total dredging quantities both incrementally and cumulatively per 50' stations. Calculation summaries shall be submitted with standard depth and overdepth broken into separate quantities.

4. Period of Service

4.1 The contractor shall begin the condition hydrographic survey within 5-days of notification. The pre- and post-dredge surveys shall begin within 3-days of notification. The term of the proposed contract shall be 30 working days from date of the Notice to Proceed.

4.2 The contractor shall submit a completed set of drawings within 5 working days of completing the survey. The submittal shall include 2 sets of prints and one reproducible, plus the AutoCAD .dwg file, and XYZ sounding data on disk.

4.3 Tabulation of quantities for the survey shall be submitted within 5 working days of completing the survey. One set of original computer printouts shall be submitted.

4.4 All original field notes, quality control reports, and fathometer charts shall be submitted no later than 7 working days following completion of the survey.

4.5 The Contractor shall submit one reproducible original bearing the stamp and signature of a California Licensed Land Surveyor or a California Licensed Civil Engineer (Licensed prior to 1982).

5. Point of Contact
The contractor shall only execute business with the contracting officer or a representative from the City of Berkeley. All submittals shall be delivered to the City of Berkeley representative.

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:

   Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Client References:

   Provide a minimum of three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client’s direction.

3. Price Proposal:

   The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

4. Contract Terminations:

   **If your organization has had a contract terminated in the last five years, describe such incident.**

   Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

   Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

   If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

5. Related Project Experience:

   Provide a listing of similar projects completed by the firm within the last 5 years. The listing should include a brief description of the project, project location, cost, completion date, and client's name, address, and phone number.

6. Individual Staff Experience:

   Provide a listing of key staff members who will be assigned to the project, and a brief description of their abilities, qualifications, professional registrations and experience.
7. **Project Organization:**

Provide a chart or listing indicating the names and assignments of key personnel, and indicate proposed lines of communication with City staff.

8. **Project Work Plan:**

A work plan and quality assurance/quality control plan with as much detail as needed to describe how the required services and scope of work will be performed, will be required from only the successful consultant. However, an overview shall be included in the proposal.

9. **Sub-contractor/Sub consultant Information:**

Provide a listing of all proposed subcontractors/sub-consultants to be used for the project, and a description of what services each subcontractor will perform.

10. **Fee Proposal:**

Provide a proposed total cost of the project, and a cost breakdown in accordance with a fee schedule with unit basis of charges for all project elements.

**IV. SELECTION CRITERIA**

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. References (10 points)
2. Costs (40 points)
3. Experience, qualifications, and expertise of firm (20 points)
4. Overall quality of the response and conformance with RFP requirements (10 points)
5. Schedule (20 points)

A selection panel will be convened of City of Berkeley Engineering Division staff to review the proposals.

After a review of the Statements received, the City may ask selected proposers to make an oral presentation to answer any questions the City may have and to clarify their proposals. The City will then rank the bidders and make a selection.

**V. PAYMENT**

**Invoices:** Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.
VI. **CITY REQUIREMENTS**

A. **Non-Discrimination Requirements:**

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than $3,000, bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.**

B. **Nuclear Free Berkeley Disclosure Form:**

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. **Oppressive States:**

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. **Conflict of Interest:**

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**
E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently $11.77 (if medical benefits are provided) or $13.73 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of $1,000,000, automobile liability insurance in the minimum amount of $500,000 and a professional liability insurance policy in the minimum amount of $1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker’s Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.
The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be printed on both sides of the page whenever practical.

VIII. SCHEDULE (dates are subject to change)

- Issue RFP to potential bidders: May 5, 2008
- Proposals due from potential bidders May 20, 2008
- Complete Selection Process May 23, 2008
- Council Approval of Contract (over $25k) July 15, 2008 (If necessary)
- Award of Contract July 28, 2008 (if Council approval is needed otherwise June 9, 2008)
- Sign and Process Contract June 9, 2008
- Notice to proceed June 10, 2008

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Living Wage Form Attachment E
- Equal Benefits Disclosure Form Attachment F
- Right to Audit Form Attachment G
- Insurance Endorsement Attachment H
- Equal Benefits Certification of Compliance Attachment I
ATTACHMENT A

CHECKLIST

- Proposal describing service (one original and 3 copies)
- Contractor Identification
- Client References
- Costs proposal by task, type of service & personnel
- The following forms, completed and signed in blue ink (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Living Wage Form (may be optional) Attachment E
  - Equal Benefits Disclosure Form (may be optional) Attachment F

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.

- Provide original-signed in blue ink Evidence of Insurance
  - Auto
  - Liability
  - Worker’s Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment I
- Berkeley Business License
NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

**Organization:** __________________________________________________

**Address:** ______________________________________________________

**Business License#:** ______________________

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**TOTALS:**

Is your business MBE/WBE/DBE certified? Yes _____ No _____

If yes, by what agency? ______________________________________________________

If yes, please specify: Male: _____ Female: _____

Indicate ethnic identification ______________________________________________________

Do you have a Non-Discrimination policy? Yes _____ No _____

Signed: ______________________________________________________ Date: ________________

Verified by: ______________________________________________________ Date: ________________

City of Berkeley Contract Compliance Officer 8/91
Attachment B

Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.
I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

   "Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

   "Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

   "Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________________ Title: ______________________________

Signature: ___________________________________ Date: ______________________________

Business Entity: ______________________________________________________________________

Contract Description/Specification No: Berkeley Marina Hydrographic Survey, Spec No.08-10335-C

Attachment C
CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of ____________________________________________________ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang

"Personal Services" means “the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship.”

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ___________________________________ Title:________________________________________
Signature: _______________________________________ Date:_______________________________________

Business Entity:  ______________________________________________________________________________

Contract Description/Specification No.: Berkeley Marina Hydrographic Survey, Spec No.08-10335-C
I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _______________________________________ Date:_______________________________________

Attachment D
CITY OF BERKELEY

Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
      YES ____  NO ____
      If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

      b. Do you have six (6) or more employees, including part-time and stipend workers?
         YES ____  NO ____
         If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
      YES ____  NO ____
      If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

      b. Do you have six (6) or more employees, including part-time and stipend workers?
         YES ____  NO ____
         If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.  

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. 
The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _______________________________ Title: _______________________________________________________________________

Signature: ___________________________________ Date: ____________________________

Business Entity: __________________________________________________________________________________

Contract Description/Specification No: Berkeley Marina Hydrographic Survey, Spec No.08-10335-C

Section III

* * For Administrative Use Only -- Please Print Clearly * * *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name _______________________________ Department Representative _______________________________
CITY OF BERKELEY

Equal Benefits Ordinance Disclosure Form

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor ("Contractor") may be required, during the performance of the contract, to comply with the City's non-discrimination provisions of the Equal Benefits Ordinance ("EBO") as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner’s with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of $25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of $100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate $350,000 or more in annual gross receipts
- Entities which receive a grant agreement of $100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

1. until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
2. until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor’s infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
3. until the expiration of a Contractor’s current collective bargaining agreement(s)

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: ___________________________________________ Title: ___________________________________________________

Signature: ___________________________________________________ Date: ____________________________________________

Business Entity: ____________________________________________________________________________________

Specification No.: Berkeley Marina Hydrographic Survey, Spec No.08-10335-C

Attachment F
CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: ____________________________  Date: ________________

Print Name & Title: ________________________________________________

Company: _________________________________________________________

Contract Description/Specification No: Berkeley Marina Hydrographic Survey, Spec No.08-10335-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.
CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>__________</td>
<td>________________________</td>
<td>_______</td>
</tr>
<tr>
<td>__________</td>
<td>________________________</td>
<td>_______</td>
</tr>
<tr>
<td>__________</td>
<td>________________________</td>
<td>_______</td>
</tr>
</tbody>
</table>

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is ________________________________.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
   ________________________________

   The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to ___________________, Department of ____________________, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

_________________________________________________
Insurance Company

Date: ____________ By: _____________________________
Signature of Underwriter's Authorized Representative

Contract Description/Specification No: Berkeley Marina Hydrographic Survey, Spec No.08-10335-C

Attachment H
To be completed by Contractor/Vendor

Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax No.:</td>
</tr>
</tbody>
</table>

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
   [ ] Yes [ ] No (If “Yes,” proceed to Section 5; if “No”, continue to the next question.)

B. Does your company provide (or make available at the employees’ expense) any employee benefits?
   [ ] Yes [ ] No
   If “Yes,” continue to Question C.
   If “No,” proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees’ expense) any benefits to the spouse of an employee?
   [ ] Yes [ ] No

D. Does your company provide (or make available at the employees’ expense) any benefits to the domestic partner of an employee?
   [ ] Yes [ ] No
   If you answered “No” to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
   If you answered “Yes” to both Questions C and D, please continue to Question E.
   If you answered “Yes” to Question C and “No” to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?
   [ ] Yes [ ] No
   If you answered “Yes,” proceed to Section 4. (You are in compliance with the EBO.)
   If you answered “No,” continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   [ ] By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   [ ] At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or
   [ ] Upon expiration of the contractor’s current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?
   [ ] Yes [ ] No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.
SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _______ day of _________________, in the year __________, at __________________, ________

(City)   (State)

_____________________________________   ______________________________________

Name  (please print)      Signature

_____________________________________   ______________________________________

Title        Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☐ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: ______________________________________

Staff Name(Sign and Print): _____________________________________ Date: ____________ ________________