



Finance Department  
General Services Division

**REQUEST FOR PROPOSALS (RFP)  
Specification No. 19-11297-C  
FOR  
Derelict Vessel Removal Project  
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals for the Derelict Vessel Removal Project. 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 March 19, 2019**. All responses must be in a sealed envelope and have “**Derelict Vessel Removal Project**” and **Specification No. 19-11297-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and two (2) unbound 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 Alexandra Endress, Waterfront Manager**, via email at [aendress@cityofberkeley.info](mailto:aendress@cityofberkeley.info) later than **March 8, 2019**. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

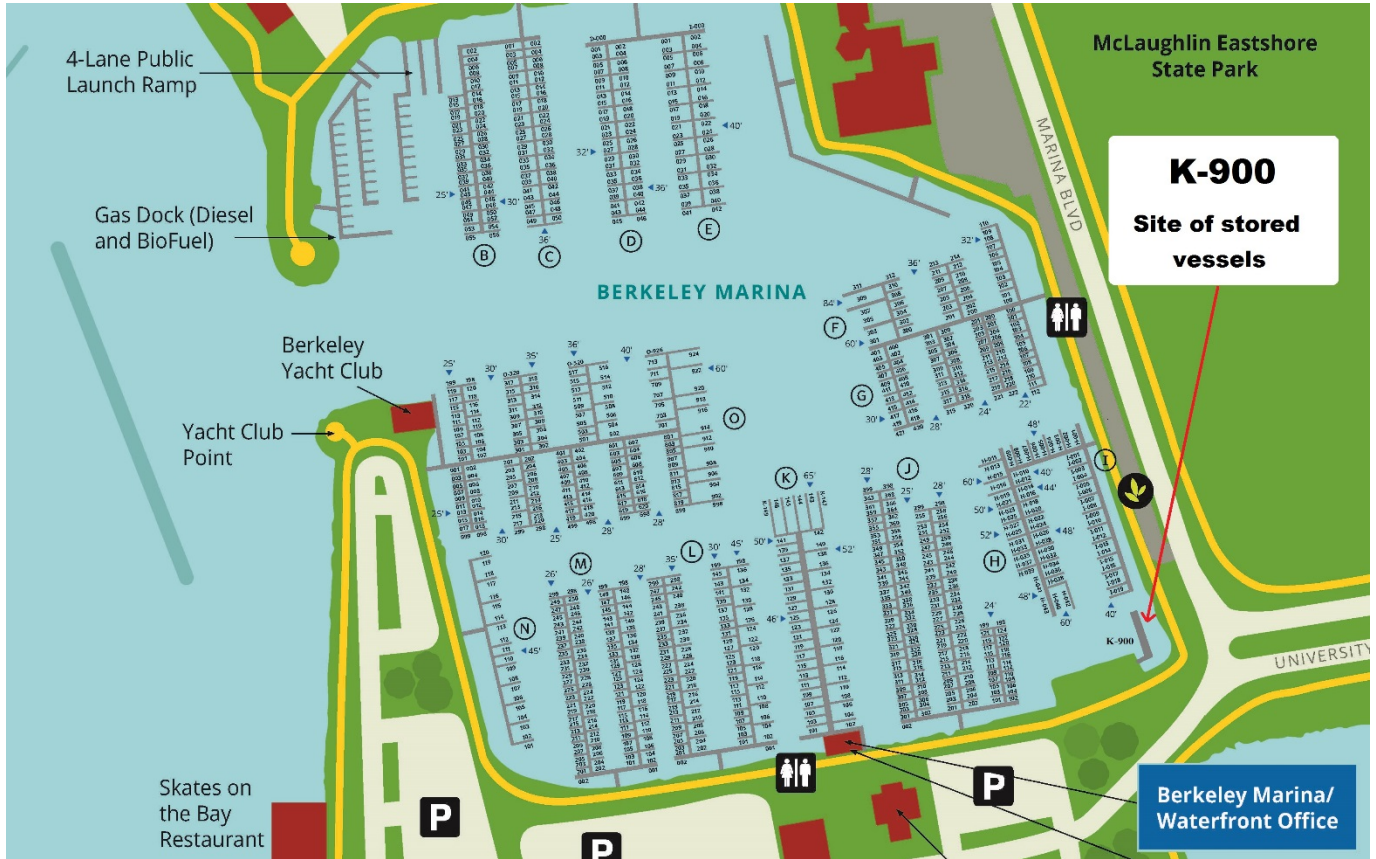
Shari Hamilton  
General Services Manager

## I. SUMMARY

The City of Berkeley ( the “City”) has taken possession of approximately 26 derelict and abandoned vessels that are currently berthed at the Berkeley Marina, and is seeking the services of a licensed and insured marine contractor with verifiable experience to remove and properly dispose of these vessels. The City has previously obtained title to these vessels through the California Harbors and Navigation Code, Article 4 lien process. The City is applying for grant funding from the Department of Boating & Waterways Surrendered and Abandoned Vessels Exchange (SAVE) program to remove the majority of these vessels. The actual number of vessels removed and disposed will depend on the amount of grant funding the City receives.

## II. SCOPE OF SERVICES

- a. **Term of contract.** The contract is expected to have a term of twelve (12) months, from September 1, 2019 through August 31, 2020, with two (2), one (1) year extensions exercised at the sole option of the City.
- b. **Location.** The vessels are primarily located at the impound dock (K-900) at the Berkeley Marina. Several other vessels are berthed at other slips in the marina, and are easily accessible. All vessels are floating. Contractor is required to attend a scheduled mandatory pre-bid site visit at the Berkeley Marina Office on Wednesday, March 6, 2019 at 9:00 AM prior to submitting a response to this RFP to gain familiarity with the general marina area, and the vessels which require removal and disposition. A schedule of vessels with supporting information and photographs of the vessels are made part of this RFP as Attachment I.
- c. **Services needed.** Contractor shall provide all labor, supervision, equipment, and supplies/materials required to remove the vessels from the Berkeley Marina and properly dispose of the vessels in accordance with federal, state, and regional laws and regulations. Means and methods for this project are left to the contractor, and proposed methods will be scored under the “Technical Proposal” criteria in the selection process, and are subject to approval by the City. Contractor shall be responsible for the removal of all contaminants and pollutants including fuels, batteries, paints, and solvents from the vessel prior to demolition and disposal. Any contaminant or pollutant found to be contained within the vessel shall be removed by the contractor, placed in an approved container and disposed of in a lawful manner.
  - i. Contractor shall comply with any and all licensing requirements for the use of any commercial equipment or vessel used in the performance of the work.
  - ii. Contractor is responsible for the health and safety of its employees, and for ensuring that work is performed in compliance with all CAL-OSHA, State, Federal and Local requirements, but not limited to 29 CFR 1910.120 (Hazardous Waste Operations and Emergency Response), 8 CCR 5198 (Hazardous Communication), and 29 CFR 1910.401, Subpart T, Commercial Diving (if applicable).
  - iii. It is the responsibility of the contractor to select any treatment/storage and disposal sites for the vessels to be removed and demolished, and shall secure in its name evidence it has secured the right to use such site(s) for the intended purpose . Contractor shall provide to the City all required certificates of such site(s).
  - iv. Contractor shall comply with all local, state, and federal regulations in the performance of the work. Contractor shall coordinate closely with the City prior to and during the performance of the work.
  - v. During removal of the vessels, the contractor shall be liable for any damage to surrounding area, (e.g., docks, utilities, etc.) resulting from actions taken in removal or disposal of the vessels. Any damaged area shall be restored to its original state by the contractor at the contractor’s expense.
- d. **Bonding requirement.** Prior to the execution of the contract, the successful proposer shall furnish a 100% Performance Bond for the successful completion of the work.



### 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. Include the name of the person(s) authorized to negotiation on behalf of, and to commit the contractor in the event of an award recommendation.

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. **Do not include the City of Berkeley as a reference.**

3. Technical Proposal:

Include each of the following in your response:

- Work Plan/Approach – Describe how you will remove and dispose of the vessels. Describe methods, equipment, and personnel to be used.
- Health and Safety Plan for Workers.
- Environmental Protection and Remediation Plan.
- Traffic and Safety Plan for Safe Passage of Recreational and Commercial Vessels in the Vicinity of the Work.
- Provide three (3) examples of related experience within the past five (5) years.

4. Price Proposal:

The proposal shall include pricing for all services. Pricing for removal/disposal shall be on a per vessel basis (Attachment J), and shall be all inclusive unless indicated otherwise on a separate pricing sheet. (Each vessel is described in Attachment I.) The City retains the right to add, delete, or modify the schedule of vessels as part of this project. 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.

5. Consent of Surety/Performance Bond:

Prior to the execution of the contract, the successful proposer shall furnish a 100% Performance Bond for the successful completion of the work. Each proposal response must be accompanied by an officer signed agreement to bond (“Consent of Surety”) from a surety company licensed to conduct business in the State of California. The Consent of Surety shall be supported by a power of attorney and state that the surety company unconditionally agrees to furnish the required performance bond for the full amount (100%) of the awarded contact. Failure to provide the required Consent of Surety at the time of proposal submission shall preclude the proposal from consideration.

## 6. Contract Terminations:

**If your organization has had a contract terminated in the last five (5) 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 (5) years, so indicate.

## IV. SELECTION CRITERIA

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

1. Previous Experience and References (30%)
2. Technical Proposal (30%)
3. Health & Safety, Environmental and Traffic Plans (10%)
4. Cost (30%)

A selection panel will be convened of City staff to perform the review of proposals. The award recommendation will be made to the respondent proposing the best overall value to the City, price and other factors considered.

## 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.

City of Berkeley  
Accounts Payable  
PO Box 700  
Berkeley, CA 94701  
Attn: **Waterfront Manager**

Payments: The City will make payment to the vendor within 30-days of receipt of a correct and complete invoice.

## 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 or has a direct or indirect interest in 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 \$14.97 (if medical benefits are provided) or \$17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> 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. Commercial General and Automobile Liability Insurance:**

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000 per occurrence, property damage liability insurance combined with a \$2,000,000 annual policy aggregate, dockside liability or Jones Act or USL&H insurance in a minimum amount of \$2,000,000, and automobile liability insurance for owned, hired and non-owned vehicles in the minimum amount of \$1,000,000 combined single limit per occurrence, to cover any claims arising out of the performance of the contract. The commercial general and automobile liability insurance policies must name the City, its officers, agents, volunteers and employees as additional insureds and provide the City coverage on a primary, non-contributory basis.

**B. Worker's Compensation and Employers Liability Insurance:**

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. A waiver of subrogation or right to recover endorsement in favor of the City is required. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

**C. Watercraft Liability Insurance:**

If a watercraft is used in the performance of the work the contractor shall maintain watercraft liability insurance with limits not less than \$1,000,000 combined single limit per occurrence. The watercraft liability insurance policy must name the City, its officers, agents, volunteers and employees as additional insureds and provide the City coverage on a primary, non-contributory basis.

**D. Environmental/Pollution Liability Insurance:**

The selected contractor will be required to maintain Pollution Liability for limits not less than \$1,000,000 per occurrence covering bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under the contract, whether on site or during transportation or proper disposal of hazardous materials. The Environmental/Pollution Liability Insurance policy must name the City, its officers, agents, volunteers and employees as additional insureds and provide the City coverage on a primary, non-contributory basis.

**E. 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. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

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.

**F. 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.

**G. State Prevailing Wage:**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at: [http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

**IX. SCHEDULE (dates are subject to change)**

- |  |                   |
|--|-------------------|
| <input type="checkbox"/> Issue RFP to potential bidders:         | February 21, 2019 |
| <input type="checkbox"/> Mandatory Pre-Bid Site Visit            | March 6, 2019     |
| <input type="checkbox"/> Questions Due                           | March 8, 2019     |
| <input type="checkbox"/> Proposals due from potential bidders    | March 19, 2019    |
| <input type="checkbox"/> Complete Selection Process              | March 26, 2019    |
| <input type="checkbox"/> Council Approval of Contract            | April 30, 2019    |
| <input type="checkbox"/> Award of Contract and Notice to Proceed | May 31, 2019      |

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 Certification of Compliance           | Attachment F |
| • Attachment G –Right to Audit – Intentionally Omitted |              |
| • Insurance Endorsement                                | Attachment H |
| • Schedule of Vessels for Bid / to be Destroyed        | Attachment I |
| • Price Porposal Sheet                                 | Attachment J |

**ATTACHMENT A****CHECKLIST**

- Contractor Identification
- Client References
- Technical Proposal (one (1) unbound original and two (2) unbound copies)
- Price Proposal
- Consent of Surety/Performance Bond
- Contract Terminations
- 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 Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

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

- Provide Evidence of Insurance, including policy endorsements as required:
  - Commercial General Liability
  - Automobile Liability
  - Workers' Compensation/Employers Liability
  - Jones Act / Dockside Liability
  - Watercraft Liability
  - Environment/Pollution Liability
- Insurance Endorsement Form Attachment H
- Berkeley Business License

**Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.**

**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 Lic. #: \_\_\_\_\_

Occupational Category: _____ (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
	Official/Administrators											
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, by what agency? \_\_\_\_\_

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identifications: \_\_\_\_\_

Do you have a Non-Discrimination policy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance Officer

## 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 Transporters" 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, hearings 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. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

**CITY OF BERKELEY**  
**Nuclear Free Zone Disclosure Form**

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: **2019 SAVE Grant Derelict Vessel Removal Project/19-11297-C**

**Attachment C**

**CITY OF BERKELEY**  
**Oppressive States Compliance Statement**

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 Abo, 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.: **2019 SAVE Grant Derelict Vessel Removal Project/19-11297-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: \_\_\_\_\_

**CITY OF BERKELEY**  
**Living Wage Certification for Providers of 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: **2019 SAVE Grant Derelict Vessel Removal Project/19-11297-C**

**Section III**

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- **\*\* 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



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**

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

**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 \_\_\_\_\_, \_\_\_\_\_  
(State) (City)

\_\_\_\_\_  
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: \_\_\_\_\_

**Attachment F**

**CITY OF BERKELEY**  
**Insurance Endorsement Form**

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

<b>Policy No.</b>	<b>Company Providing Policy</b>	<b>Expir. Date</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: **2019 SAVE Grant Derelict Vessel Removal Project/19-11297-C**

**Attachment H**

BERKELEY MARINA TO BE DESTROYED 1/24/2019
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Vessel #	REG/DOC	LOA	YEAR	MAKE	TYPE	SLIP	POWER	NOTES
1	CF 3071 AL	30	1960	CHRIS CRAFT	POWER	K 111	Gas V8 cyl.	White hull, blue stripe, maroon canvas
2	CF 9530 FT	42		SPCNS	SAIL	K 113	Sabb Diesel 1 cyl.	custom built black sail cover
3	CF 6664 BK	37	1962	CHRIS CRAFT	POWER	K 115	2x Gas V8 cyl.	White Hull, beige canvas
4	CF 5975 EP	25	1970	COLUMBIA	SAIL	K 900	none	green stripe
5	CF 8728 CB	24	1963	GLASLAMTS	SAIL	K 900	Evinrude O/B in well	green hull
6	CF 3729 GB	30	1977	CLIPPERMAR	SAIL	K 900	none	raised cabin, thin blue stripe
7	CF 4369 EA	26	1969	COLUMBIA	SAIL	K 900	Suzuki O/B	blue stripe
8	CF 6846 KH	26	1966	SAILMAKER	SAIL	K 900	none	"couch"
9	CF 9728 TM	33	1969	WAYFARER	SAIL	K 900	Atomic-4 Gas 4 cyl.	blue hull
10	CF 7200 ED	26	1967	CORONADO	SAIL	K 900	Mercury O/B	"Lotus" no sails
11	CF 7122 HP	26		CORONADO	SAIL	K 900	none	blue sail cover
12	CF 1248 ER	22	1967	SCHOCK	SAIL	K 900	none	light blue deck, no outboard
13	CF 0968 EL	28	1970	CORONADO	SAIL	K 900	none	white
14	CF 7143 AJ	28		SPCNS	SAIL	K 900	Volvo Gas 2 cyl.	wood hull beige sail cover
15	CF 5238 KB	23	1946	NUENS	SAIL	K 900	none	green bear boat with tarp "Godiva"
16	CF 4907 EJ	27	1970	UNKN	SAIL	K 900	Honda O/B	dark blue hull large windows
17	CF 2855 EK	32	1969	CHEOY LEE	SAIL	K 900	Universal Diesel 4 cyl.	no mast white hull "Paxous"
18	CF 5294 ET	30	1971	ERICKSON	SAIL	K 900	Atomic-4 Gas 4 cyl.	light blue stripe "Anxious Lady"
19	CF 2378 EG	26	1969	CORONADO	SAIL	K 900	O/B in cabin	white hull, white sail cover
20	CF 0784 GT	26	1980	J/24	SAIL	O 902	Yamaha O/B	Yellow/White Hull, blue tarp mainsail cover
21	CF 9095 GD	16?	?	CHRYSLER	POWER	K900	none	empty powerboat no outboard
22	CF 7465 FN	28	1974	CAPITAL	SAIL	O 902	Yanmar Diesel 1 cyl	Yellow sailboat
23	561962	40	1974	UNK	MOTOR	O 908	Detriot Diesel 8v71	"Miss Farrallones"

Attachment I

Price Proposal Sheet
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Vessel #	REG/DOC	LOA	YEAR	MAKE	TYPE	PRICE FOR REMOVAL / DISPOSAL
1	CF 3071 AL	30	1960	CHRIS CRAFT	POWER	\$
2	CF 9530 FT	42		SPCNS	SAIL	\$
3	CF 6664 BK	37	1962	CHRIS CRAFT	POWER	\$
4	CF 5975 EP	25	1970	COLUMBIA	SAIL	\$
5	CF 8728 CB	24	1963	GLASLAMTS	SAIL	\$
6	CF 3729 GB	30	1977	CLIPPERMAR	SAIL	\$
7	CF 4369 EA	26	1969	COLUMBIA	SAIL	\$
8	CF 6846 KH	26	1966	SAILMAKER	SAIL	\$
9	CF 9728 TM	33	1969	WAYFARER	SAIL	\$
10	CF 7200 ED	26	1967	CORONADO	SAIL	\$
11	CF 7122 HP	26		CORONADO	SAIL	\$
12	CF 1248 ER	22	1967	SCHOCK	SAIL	\$
13	CF 0968 EL	28	1970	CORONADO	SAIL	\$
14	CF 7143 AJ	28		SPCNS	SAIL	\$
15	CF 5238 KB	23	1946	NUENS	SAIL	\$
16	CF 4907 EJ	27	1970	UNKN	SAIL	\$
17	CF 2855 EK	32	1969	CHEOY LEE	SAIL	\$
18	CF 5294 ET	30	1971	ERICKSON	SAIL	\$
19	CF 2378 EG	26	1969	CORONADO	SAIL	\$
20	CF 0784 GT	26	1980	J/24	SAIL	\$
21	CF 9095 GD	16	?	CHRYSLER	POWER	\$
22	CF 7465 FN	28	1974	CAPITAL	SAIL	\$
23	561962	40	1974	UNK	MOTOR	\$
				<b>TOTAL BID PROPOSAL:</b>		\$

Attachment J