REQUEST FOR QUALIFICATIONS (RFQ)

Specification No. 19-11341-C

FOR

ON-CALL WATERFRONT ENGINEERING, DESIGN, ENVIRONMENTAL PERMITTING,
AND CONSTRUCTION ADMINISTRATION SERVICES

SOQS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written SOQs from qualified firms or individuals to provide consulting and engineering services, including but not limited to feasibility studies, conceptual and final design, environmental clearance and permitting, and construction administration for projects primarily located within the City of Berkeley Waterfront and in support of the City's Waterfront Improvement Division for the Parks, Recreation & Waterfront Department. A Request for Qualifications (RFQ) this is not an invitation to bid.

The scope of services, content of Statement of Qualifications (SOQ), and consultant selection process are contained in the RFQ (attached). Responses must be received no later than 2:00 pm, on Tuesday, May 5, 2020. All responses must be in a sealed envelope and have “ON-CALL WATERFRONT ENGINEERING SERVICES” and “Specification No. 19-11341-C” clearly marked on the outer most mailing envelope. Please submit one (1) unbound original, four (4) bound copies, and (1) USB Thumb Drive with soft copy/file in pdf format of the responses as follows:

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

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

For questions concerning this RFQ, please contact Taylor Lancelot, Associate Civil Engineer, via email at mtlancelot@cityofberkeley.info no later than Monday, April 20, 2020 by 2:00 pm. 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. For general questions concerning the submittal process, contact purchasing at 510-981-7320. We look forward to receiving and reviewing your response.

Sincerely,

Darryl Sweet
General Services Manager
I. INTRODUCTION

The City of Berkeley (the “City”) invites submittal of Statements of Qualifications (SOQ) from qualified engineers or engineering firms interested in providing on-call, as-needed professional engineering services in support of the City’s Capital Projects Waterfront Division in the Parks, Recreation & Waterfront (PRW) Department. Other City Departments may access these services from time to time. As a result of this RFQ process, the City will be contracting with up to two (2) engineering firms or individuals for a total not to exceed amount of $3,000,000, for a 3-year term. Each contractor may be awarded a contract for a different not-to-exceed amount, at the discretion of the City.

The City of Berkeley and the PRW Department owns and maintains the largest marina in the Bay Area at the Berkeley waterfront consisting of a variety of facilities including over 1,000 slips, yacht and sailing clubs, offices, restaurants, over 100 acres of park space, 7 miles of trails, picnic areas, a nature center, and a build-your-own-playground play area.

Upcoming funded projects include gangway and dock replacement (D and E Docks); marina-wide piling replacement; dock electrical upgrades (O and K Dock). Additional projects may include the Berkeley pier, or other above water structure repair and replacement; shoreline protection; parking lot reconstruction; street/trail reconstruction; bathroom reconstruction/renovation; and applications for routine maintenance permits from aquatic agencies. A listing of current and potential future projects is accessible through the PRW Capital Improvement Program link on the City's Parks, Recreation & Waterfront website: [http://www.cityofberkeley.info/PRW/](http://www.cityofberkeley.info/PRW/)

II. SCOPE OF SERVICES

The scopes of services for specific projects will be determined at the time when the City solicits task order proposals. The consultant will work closely with the City Parks Recreation and Waterfront (PRW) staff, and may work with staff from other departments or with other City-hired consultants. The City may furnish existing plans, surveys, studies, as-builds, geotechnical reports, etc. as available. The scope of the work for each project may include, but is not limited to, the following work items: dock replacement or repair; shoreline protection; trails and open spaces; parking, pathways, and sidewalks; grading and drainage improvements, C.3 provisions for the City of Berkeley and Alameda County; and implementation of ADA guidelines, code compliance.

Engineer(s) or engineering firm(s) shall demonstrate professional competence and experience in all aspects of the design, project development and construction of waterfront related projects to assist City staff with tasks such as those related to site analyses; the preparation of design concepts, related graphics, technical studies, and preliminary cost estimates; the preparation of construction plans, specifications, environmental clearance (CEQA/NEPA), aquatic agency permit applications and supporting documents, cost estimates, and bid documents; and may also provide construction administration and support services for various waterfront projects. Experience with Bay-Friendly principals of planting and irrigation design, Crime Prevention Through Environmental Design (CPTED) principals, and applicable ASTM standards is desirable.

Engineer(s) or engineering firm(s) should have experience working with public municipal processes, including presentations and/or facilitation at Community and/or Commission Meetings with constituents, community groups, and stakeholders; and City Council meetings.

The design product(s) shall meet all State and Federal requirements, as applicable, as well as all City of Berkeley Building Code requirements and shall conform to all applicable local codes, ordinances, regulations, standards and requirements.
The scope of work for any one project may involve typical Engineering services for any or all phases of project development, including, but not limited to:

- Schedule, Budget, and Contract Management
- Site Analysis and Project Planning
- Survey and documentation of existing conditions
- Environmental surveys and development of mitigation efforts for CEQA/NEPA clearance
- Preparation of Cost Estimates
- Computer-aided design and drafting (CADD) documentation
- Conceptual or Schematic Design
- Preparing aquatic agency permits applications and supporting documentation
- Presentation Graphics
- Presentation and/or Facilitation at Community or Commission Meetings
- Design Development
- Construction Bid Documents - Preparation of Plans, Specifications and Details
- Permitting, Bidding, and Award
- Construction Administration, Monitoring, and Project Close-out

An example of typical tasks and deliverables for projects with construction costs of $2,000,000 or less and scope of work including dock replacement, shoreline protection, and accessibility are as follows:

1. **Site Analysis and Project Planning**

   a) Participate in and provide meeting minutes for initial project kickoff
   b) Perform initial site reconnaissance and documentation of existing site conditions, including site investigations as needed such as, geotechnical investigation, analysis of as-builts, etc.
   c) Conduct site survey including right-of-way to document site and existing features using City of Berkeley controls
   d) Prepare initial base map and schematic design/graphics in preparation for community meeting
   e) Allow for and address feedback from City Project Manager
   f) Provide schematic design/graphics, meeting agenda/materials and participate in the first community meeting. Also, provide organized meeting minutes including community comments
   g) Utilize community feedback in preparation of preferred conceptual design
   h) Allow for and address feedback from City Project Manager
   i) Present preferred conceptual design/graphics, meeting agenda/materials and participate in the second community meeting. Also, provide organized meeting minutes including community comments.

   **Deliverables:** Meeting Minutes, Attendance and Preparation for (1) Kickoff Meeting and (2) Community Meetings, Preparation of schematics and conceptual renderings/CAD, Topographic Survey and Base Map in AutoCAD, Existing Site Condition Reports

   a) **Construction Bid Documents - Preparation of Plans, Specifications and Estimate** Prepare conceptual design plans based on feedback from community meetings and City
   b) Allow for and address feedback from City Project Manager on conceptual drawings
   c) Prepare 60% plans, specifications and estimate (PS&E) and 90% PS&E and at each stage, allow for feedback from the City Project Manager
   d) Prepare environmental clearance documents, CEQA/NEPA.
   e) Prepare 100% construction documents based on feedback from both the City Project Manager and Building Permit agencies (see Task 3).

   **Deliverables:** Conceptual Design Plans, 60%, 90% and 100% PS&E including AutoCAD files and references on portable media, Project Documents (i.e. reference information, correspondence, photos, CAD files, sketches, etc.) on portable media, Full Size wet signed and stamped 100% construction documents (ANSI D 22x34)
2. **Permitting, Bidding, and Award**  
   **Typical Tasks (Partial)**
   
a) Prepare 90% plans (see above) for initial permit submittal  
b) Provide documents needed for Permit Review by the agencies having jurisdiction. May include San Francisco Bay Conservation and Development Commission (BCDC), US Army Corps of Engineers, San Francisco Regional Water Quality Control Board, California Department of Fish and Wildlife  
c) Revise and resubmit documents and plans as necessary to secure permit approvals  
d) Assist the City in answering bidders’ questions  
e) Attend the pre-bid conferences and job walks as requested by City Project Manager

**Deliverables:** Documentation as needed for permit approval, Plan revisions as needed for permit approval, Responses to bidder questions.

3. **Construction Administration, Monitoring, Management, and Project Close-out**  
   **Typical Tasks (Partial)**
   
a) Attend the pre-construction conference.  
b) Visit construction site as requested to evaluate progress, the quality of work, and compliance with plans and specifications.  
c) Assist the City Project Manager, City Inspector, Contractor and/or others with:  
   - Interpretation of plans,  
   - Analyzing changed conditions,  
   - Development of corrective action when needed,  
   - Review of submittals, shop drawings, and warranty documents,  
   - Responding to Requests for Information (RFIs),  
   - Review and negotiation of change orders involving design changes and modifications

**Deliverables:** Review and response to various submissions and change orders, Review and response to RFIs

### III. **SUBMISSION REQUIREMENTS**

All Statements of Qualifications (SOQ) shall include the following information, organized as separate sections of the SOQ. The SOQ should be concise and to the point.

A. **Consultant Identification:**

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

B. **Experience:**

   Provide a listing of projects completed by the individual or firm within the past five (5) years involving each of the tasks listed in the Scope of Services: design, preparation of plans, permitting, environmental clearance, cost estimates and construction documents for public agency waterfront projects. The listing should include a brief description of each project, the location, budget, construction cost, date completed, and (if possible) the address and telephone number of a contact person. Demonstrate a track record in meeting budgetary requirements.
C. Individual Staff Experience:

Provide a listing of each key staff person in the firm or the specific individual who will be assigned to the project and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, applicable related experience, educational background, and years of experience with the team.

D. Consultant Team:

Provide a description of the team, the organization and its general experience, and specific experience of assigned staff. Provide a listing of similar projects of similar scope, which have been completed by members of the consultant team within the past five (5) years. This listing should include a description of each project; the location; construction cost; date; and (if possible) the clients’ name, address, and phone number of a contact person.

E. Client References:

Provide a minimum of five (5) 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, including location, budget, construction cost and date completed.

F. 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 SOQ 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.

G. Project Organization:

Provide a chart showing the names and assignments of all key personnel including an estimate of each individual’s time commitment to the project. The chart should include proposed lines of communication with City staff. Any proposed sub-consultants, if any, should be clearly identified on the chart.

H. Project Understanding and Approach:

This section of the SOQ should include a clear description of the Consultant’s understanding of the project and state the approaches and methodologies which the consultant proposes to undertake in order to meet the stated objectives of the City. Provide a work plan with as much detail as needed to describe how the required services and scope of work will be performed.
I. Quality Assurance/Quality Control (QA/QC):

This section of the SOQ should address any QA/QC program the proposer has established or proposes to establish and utilize throughout this project.

J. Cost and Fee Structure (submitted in a separate, sealed envelope):

Please provide a schedule of the hourly rates for staff and services anticipated to be used for the tasks described above. For all professional staff, provide names and job class.

IV. CONSULTANT SELECTION PROCESS

Each SOQ will be reviewed to ensure that the firm submitted all the elements defined in SUBMISSION REQUIREMENTS above. Failure to meet these requirements may be cause for rejection of a SOQ. An evaluation committee of approximately four (4) staff will review all SOQs received and determine a ranking. A concise, focused response is preferred to a lengthy SOQ. The evaluation committee will evaluate SOQs on various qualifications, including but not limited to the criteria below:

A. Technical expertise, and experience in the planning, design, permitting, and construction of new and renovated waterfront facilities of a similar nature – 35%
B. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel) – 25%
C. Experience developing realistic cost estimates for various stages of project development – 15%
D. Client References – 15%
E. Overall quality of the response and conformance with RFQ requirements for content – 10%

Based on the ranking of the SOQs the City may short list proposals and invite those parties to participate in interviews to answer any questions the City may have and to clarify their proposal. If interviews are conducted, at the conclusion of all presentations the selection committee will convene to rank submissions based on interviews, and the cost and fee structure envelopes will be opened. If interviews are not conducted, the cost and fee structure envelopes will be opened after the first ranking. At its sole option, the City may elect to choose to negotiate contracts. The City will then proceed with negotiating contracts. If the City is unable to reach agreement with the selected respondents, the City will repeat the negotiation process with the next highest ranked respondent, and so on, if necessary.

After execution of the contracts, the city may issue task orders for individual projects to any of the chosen engineering firms or provide an opportunity for each consultant to provide proposals for specific improvement projects. The City may solicit proposals from any or all of the contracted engineer(s) or engineering firm(s) for specific projects, as the need arises. Each project will take into account scope of service, work schedule, and fee proposal. City staff will review these proposals, the candidate that best meets the needs of the project will be selected, and a Task Order for each specific project will be issued with the chosen consultant contractor. This RFQ process is intended to streamline the contracting process for waterfront capital projects and expedite project implementation.

The City reserves the right to reject any and all submissions.
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: Nelson Lam,
Parks, Recreation & Waterfront Department

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. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). **Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.**

E. 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.**

F. 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 current Living Wage rate can be found here: [https://www.cityofberkeley.info/Finance/Home/Vendors__Living_Wage_Ordinance.aspx](https://www.cityofberkeley.info/Finance/Home/Vendors__Living_Wage_Ordinance.aspx). 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.

G. 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.

H. 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 $2,000,000, automobile liability insurance in the minimum amount of $1,000,000 and a professional
liability insurance policy in the amount of $2,000,000 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.
(Worker’s Compensation Insurance cannot be waived for any person who employs others.)

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. 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.

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.

E. 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
VIII. SCHEDULE (dates are subject to change)

- Issue RFQ to Potential Bidders: Friday, April 3, 2020
- Questions Due: Monday, April 20, 2020 at 2pm
- Proposals Due from Potential Bidders: Tuesday, May 5, 2020 at 2pm
- Complete Selection Process: May 2020
- Council Approval of Contract: June 2020
- Award of Contract: July 2020
- Sign and Process Contract: August 2020

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

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
- Sanctuary City Compliance Statement Attachment E
- Living Wage Form Attachment F
- Equal Benefits Disclosure Form Attachment G
- Right to Audit Form Attachment H
- Insurance Endorsement Attachment I
- Equal Benefits Certification of Compliance Attachment J

Exhibits:

- Exhibit A – Marina Map
- Exhibit B – City of Berkeley Agreement for Consulting Services Template
ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) unbound original, four (4) bound and one USB)
- Contractor Identification and Company Information
- Client References
- Sealed cost and fee structure
- 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
  - Sanctuary City Compliance Statement Attachment E
  - Living Wage Form Attachment F
  - Equal Benefits Disclosure Form Attachment G

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR(S) 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 H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment J
- Berkeley Business License

For informational purposes only: Sample of Professional 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. #: ___________

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<th>Occupational Category: (See reverse side for explanation of terms)</th>
<th>Total Employees</th>
<th>White Employees</th>
<th>Black Employees</th>
<th>Asian Employees</th>
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<td>Skilled Craft Workers</td>
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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

Attachment B (page 1)
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.

Attachment B (page 2)
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: On-call Landscape Architectural Services /20-11378-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: On-call Landscape Architectural Services /20-11378-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
The undersigned, an authorized agent of ________________________________ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or “SCCO”). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”). Contractor understands the meaning of the following terms used in the SCCO:

a. "Data Broker” means either of the following:

i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services.” Extreme Vetting does not include:

i. The City’s computer-network health and performance tools;

ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

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 Data Broker or Extreme Vetting services to ICE.

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

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a $1,000 fine.

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. Executed this _______ day of ________, 20__, at ____________, California.

Printed Name: ________________________________ Title: ________________________________

Signed: ________________________________ Date: ________________________________

Business Entity: ________________________________

Contract Description/Specification No: **On-call Landscape Architectural Services /20-11378-C**

SCCO CompStmt (10/2019)
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. ☐

Attachment F (page 1)
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 or 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 or 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: On-call Landscape Architectural Services /20-11378-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: ____________________________________________________________________________________
Contract Description/Specification No: On-call Landscape Architectural Services /20-11378-C

Attachment G
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: On-call Landscape Architectural Services /20-11378-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment H
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>
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<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 Sean Rose, Manager of Engineering, Department of Public Works, 1947 Center street, 4th Floor, Berkeley, CA. 94704

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: On-call Landscape Architectural Services /20-11378-C

Attachment I
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.

Attachment J (page 1)
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 J (page 2)