

INVITATION FOR BID (IFB)
Specification No. 21-11427
For
Marina Finger Dock Construction

Dear Bidder:

The City of Berkeley is soliciting invitations for bid for the purchase and installation of six (6) finger docks in the Berkeley Marina. The specifications and selection process are summarized in this invitation for bid (IFB). **Bids must be received no later than 2:00 PM on Tuesday, January 12, 2021**. All responses must be in a sealed envelope and have "Marina Finger Dock Construction" and "Specification No. 21-11427" clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and one (1) copy of the bid as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance/Purchasing
2180 Milvia Street, 3rd floor
Berkeley, CA 94704

No bids will be accepted after the date and time stated above. **Submittal of Response by fax is NOT acceptable.** Incomplete bids and bids which do not conform to the requirements specified herein, will not be considered. Issuance of the IFB does not obligate the City to award a contract, nor is the City liable for any costs incurred by the bidder in the preparation and submittal of bids 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 bid is a declaration that the bidder has read the IFB and understands all the requirements and conditions.

A non-mandatory pre-bid conference will be held at the Berkeley Marina on Friday, Dec. 18, 2020. Meet at the Harbormaster's Office at 11:00 to tour the job site. For questions concerning the listing of items, the anticipated work, or scope of the project, please **contact Sean Crothers**, Waterfront Supervisor, via email at scrothers@cityofberkeley.info no later than Tuesday, Dec. 22, 2020, close of business. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** by **Tuesday, Dec. 29, 2020** 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 bid.

Sincerely,



Darryl Sweet
General Services Manager

General Provisions

To the City of Berkeley, California:

1. In submitting this Bid as herein described, the bidder agrees that:

- a. He/she has, or they have, carefully examined the specifications, and all provisions relating to the items to be furnished or the work to be done attached herewith and made a part of this bid, and understand the meaning, intent and requirements of and agree to the same.
- b. He/she, or they, will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Berkeley specifications therefore, for the prices quoted.
- c. **Transmittal of bid:** The "*Offer/Bid Form*" must be signed, sealed, marked with the specification number and delivered to the City of Berkeley as described herein prior to the time set for the opening of bids.
- d. **Opening of bids:** Bids will be opened publicly at the place, on the date and at or after the time set forth herein. **The time for opening bids, as set forth, is strictly observed and you are INVITED TO BE PRESENT if you so desire.**

2. Action by the Council:

- a. Award of contract may be made by the City Council within 30 calendar days from the date of opening of bids.
- b. The City of Berkeley, by action of the City Council reserves the right to accept or reject any bid or any part thereof or any combination of bids.

3. Additions and Alterations:

- a. No additions, alterations or conditions other than requested herein will be permitted. This bid form, the general provisions and the specifications have been approved by the City of Berkeley, and the making of additions, alterations, or conditions on this bid form may void the bid. Additional copies are available in Finance/Purchasing or on our website at: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>
- b. Bids must be made on this form and letters of transmittal cannot be considered a part of the bid.
- c. In order to be considered, bids must conform to the specifications. Deviations from specifications must be stated and may result in rejection of the bid. Attach additional sheets as necessary.

4. Governmental Regulations:

- a. Bid prices shall not be in excess of maximum prices permitted by the Federal or State Government.
- b. All orders are subject to ability to obtain and use materials and deliver finished products under Federal and State regulations and orders. If shipping dates are subject to delays resulting from preference ratings or priority shipments ordered or requested by the United States Government or by any department, commissions, or agency thereof, then the Contractor shall not be held liable for such delays.

5. Taxes:

A. When offer/bid is for materials and equipment.

The following provisions relating to taxes are applicable when furnishing materials or equipment only:

- a. The City of Berkeley is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax Law and a City and/or County Tax is collected by the State, the City of Berkeley will be

liable for this tax also. Do not include this tax in the amount bid. If applicable, it is to be added to the net amount invoiced by the successful bidder.

- b. The City of Berkeley is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances the bidder and subcontractor may be liable for Federal Excise Taxes. Bidder must determine whether Federal Excise Tax is chargeable to him/her and if so the amount of tax should be included in the amount bid.
- c. Any new or additional taxes levied after the adoption of these specifications that are payable by the City of Berkeley are not to be included in the price bid, but added thereto when invoiced.

B. When offer/bid requires labor to be furnished in addition to materials and equipment.

The following provisions relating to taxes are applicable when Offer/Bid Form and Specifications require that labor be furnished in addition to materials and equipment, and in such cases, the following provisions supersede and make void those provisions under paragraph 5a relating to taxes.

- a. The City of Berkeley is liable for the State Sales Tax and where the County of purchase has adopted the Uniform Sales Tax law and a City and/or County Tax is collected by the State, the City of Berkeley will be liable for this tax also. Include this tax in the amount bid.
- b. The City of Berkeley is exempt from the Federal Excise Tax and exemption certificates will be furnished. In certain instances the bidder and subcontractor may be liable for Federal Excise Tax. Bidder must determine whether Federal Excise is chargeable to him/her and if so, the amount of the tax should be included in the amount bid.

6. Price Protection:

In the event of a decline in market price(s) below the price(s) bid, the City of Berkeley shall automatically receive the benefit of such decline.

7. Royalties and Patents:

The Contractor shall pay all royalties and patent fees. He/she shall defend all suits and claims for infringements of any patent rights and shall save the City of Berkeley harmless from loss on account thereof, except that the City of Berkeley shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified. If, however, the Contractor has information that the procedures or articles specified is an infringement of a patent he/she shall be responsible for any loss unless he/she promptly gives said information to the City of Berkeley.

8. Delivery:

- a. Delivery shall be made within the time set forth on the "*Offer/Bid Form.*"
- b. Contractor will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other causes beyond his/her control; provided a written extension of time is obtained from the City Manager.

9. Payment:

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices should be mailed to:

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94701
Attn: Sean Crothers, Berkeley Marina

Payments: Will be made in the manner described and within the time(s) specified on the “*Offer/Bid Form*”.

10. Penalties and Termination of Contract:

- a. In the event the Contractor fails or refuses to deliver or provide the supplies, materials, equipment or services within the time(s) specified herein, or fails or refuses to comply with any requirement of the General Provisions or of the Specifications, the City of Berkeley may serve notice in writing upon him/her of its intention to purchase said supplies, or equipment or obtain said services from another source.

Such notice shall contain the reasons for the City's intention to purchase from another source, and unless within 10 days after the serving of such notice, Contractor shall make complete delivery and/or comply with all requirements of the Specifications and General Provisions, said purchase will be made.

- b. In the event said purchase is made at a price higher than the contract price, the Contractor shall be liable to the City for an amount not to exceed the difference between the purchase price and the contract price.

Payment shall be made to the City upon demand, and if any payments are owing to the Contractor by the City, such payments will be withheld and set off in an amount not to exceed the claim of the City against the Contractor.

- c. In the event any provision of the contract, including the General Provisions and Specifications, is violated, and the Contractor fails or refuses to comply after 10 days written notice is given by the City, the City shall have the additional right, without further notice to cancel the contract and/or declare such Contractor to be an irresponsible bidder, in which case no contract shall be awarded him by the City for a period of at least three (3) years from the date of violation, and then only after satisfactory evidence that he/she will comply with City Specification and contract provisions.

11. Assignment of Contract:

Neither the City nor the Contractor shall assign the contract without the written consent of the other party; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the written consent of the City Council of the City of Berkeley.

12. Conflict in Specifications:

The detailed requirements of the specifications shall supersede any requirement of these General Provisions that are in conflict therewith.

Project Description

This IFB is for the fabrication, delivery, and installation of timber dock floats and related items, and for the demolition and disposal of the designated existing concrete finger docks. Fabrication shall take place at the vendor's place of business; delivery shall be to the project site and shall include placement of floats into the water. The project site is the City of Berkeley Marina, located at 201 University Avenue, Berkeley, CA 94710.

Task 1: Finger Dock Fabrication

This requirement is for the supply of all labor, materials, and equipment required for the fabrication of timber dock float sections. Bidder shall provide pricing for four different dock sizes:

1. Dock float section approximately 4' wide by 10' long;
2. Dock float section approximately 4' wide by 13' long;
3. Dock float section approximately 4' wide by 16' long;
4. Dock float section approximately 4' wide by 20' long.

Timber, flotation, hardware, and fasteners shall meet or exceed the following specifications:

- **Flotation:** Finger dock flotation shall meet existing dock height to ensure a smooth transition between the existing dock and the replacement section and meet the load requirements below. The flotation modules shall be one piece high density polyethylene with a nominal wall thickness of .150" and UV inhibitors; expanded polystyrene core; ACE/EPA compliant; contractor shall use HD galvanized fasteners to connect floats to frame. See Schedule below for specific lengths;
- **Internal/External Steel Components:** All structural angles, diagonal bracing components, connecting plates, other hardware, bolts, fasteners, nuts, and washers shall be hot dipped galvanized ASTM-A-36 grade steel; cleats shall be malleable iron through bolted using HD galvanized steel hardware and backing plates;
- **Pile Rings:** Shall be manufactured from 1 ½" Schedule 40 pipe and structural steel plate, ¼" thick. The ring shall be attachable to mounting pegs with 5/16" bolts (two per peg). Plate mounting holes are for ½" carriage bolts. All are hot dipped galvanized after fabrication.
- **Frame, Walers and Decking:** Interior stringers, cross beams, connecting walers and associated timber shall be pressure treated Southern Yellow Pine or Coast Region Douglas Fir with a minimum 2" X 10" dimension . The framing will be twelve inch on center (12"o.c.) to accommodate decking material that will be made of 1 ½" X 6" TREX type composite decking material or approved equivalent;
- **Torsional Resistance:** Finger docks must be designed to provide dock stability and resistance to torsional loads. Torsion bars installed in fingers, and/or dock framing construction that provides for calculated and verifiable twist resistance, is required.
- **Cleats and Rub Rail:** Cleats shall be 12" malleable iron and shall include HD galvanized hardware and backing plates. Rub rail shall be 90° flexible PVC two chamber - Merco Marine #RR-5000 or approved equal;
- **Design Loads:** Flotation shall be designed to support dead load plus live load up to 50 psf, and match to existing 14" freeboard of remaining finger docks; The dock surface of the finger floats under various loading conditions, shall be level within the following tolerances:
Under Dead Load Only, & Under Dead and Live Loads: ¼" per foot, 1" maximum (transverse) 1/8" per foot, 1" in 10 feet maximum (longitudinal)
Under Dead and Point Live Loads: ½" per foot (4%), 2" maximum (transverse) ¼" per foot, 2" in 10 feet maximum (longitudinal)
- **Dimensions:** Replacement finger dock width shall match when possible to existing width

Task 2: Delivery & Offloading of Dock, Decking, Cleats/Hardware, and Rubrail

Contractor shall provide all labor, supervision, equipment, tools, supplies, and hardware, and take all appropriate safety measures required to furnish, transport, offload and deliver the items listed in Task 1 above into the Marina waters and secured to a staging area designated by the City.

Task 3: Demolish & Dispose Existing Concrete Finger Dock

At the specified location between float sections or main walkway, Contractor shall saw cut and disconnect finger dock section to be replaced. The discounted concrete finger dock sections shall be legally disposed off-site by the Contractor.

Dockboxes, receptacles and hose bibs will be removed prior to work start date for each location by the City. Contractor shall provide floats to support triangle frames still mounted to main walkway.

Contractor shall salvage any cleats and reusable piling hoops and return to the City.

In-water staging area will be provided by the City to be used by the Contractor.

Approximated Dimension of Concrete Dock Segments to be Demolished and Disposed

	<u>Dock</u>	<u>Length</u>
1	K-127/129	50
2	L-102	45
3	L-104/106	45
4	L-116/118	45
5	N-103/104	45
6	L-299	16

Task 4: Installation of replacement Finger docks

Contractor shall transport replacement timber dock sections from in-water staging area to slip. The replacement timber docks will be kept in staging area provided by the City.

Work shall begin outward from the existing section of main dock. Replacement dock sections shall be attached using 2” by 10” timber walers provided by contractor in overlapping fashion at section joints via fasteners provided by contractor and matching the freeboard of existing section/main dock.

Rub rails shall be installed at the replacement dock sections. Piling hoops shall be attached from outermost replacement dock sections to pilings.

Cleats shall be installed at the replacement dock sections to match with the demolished docks. Decking shall be installed from the joint of main walkway outward to transition at first replacement dock section. Transitional furring strips under decking to be furnished by Contractor if needed;

K & L Dock finger replacement

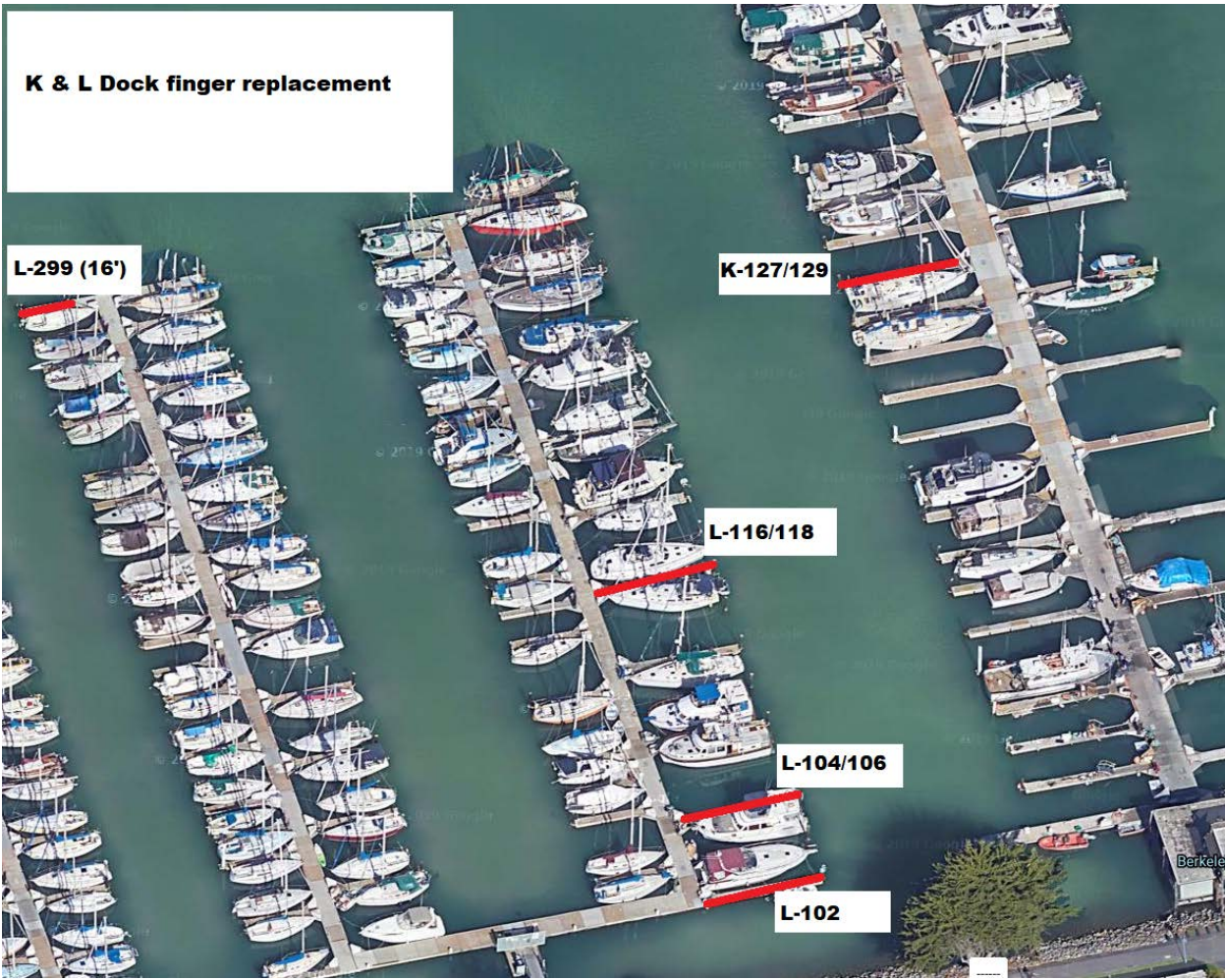
L-299 (16')

K-127/129

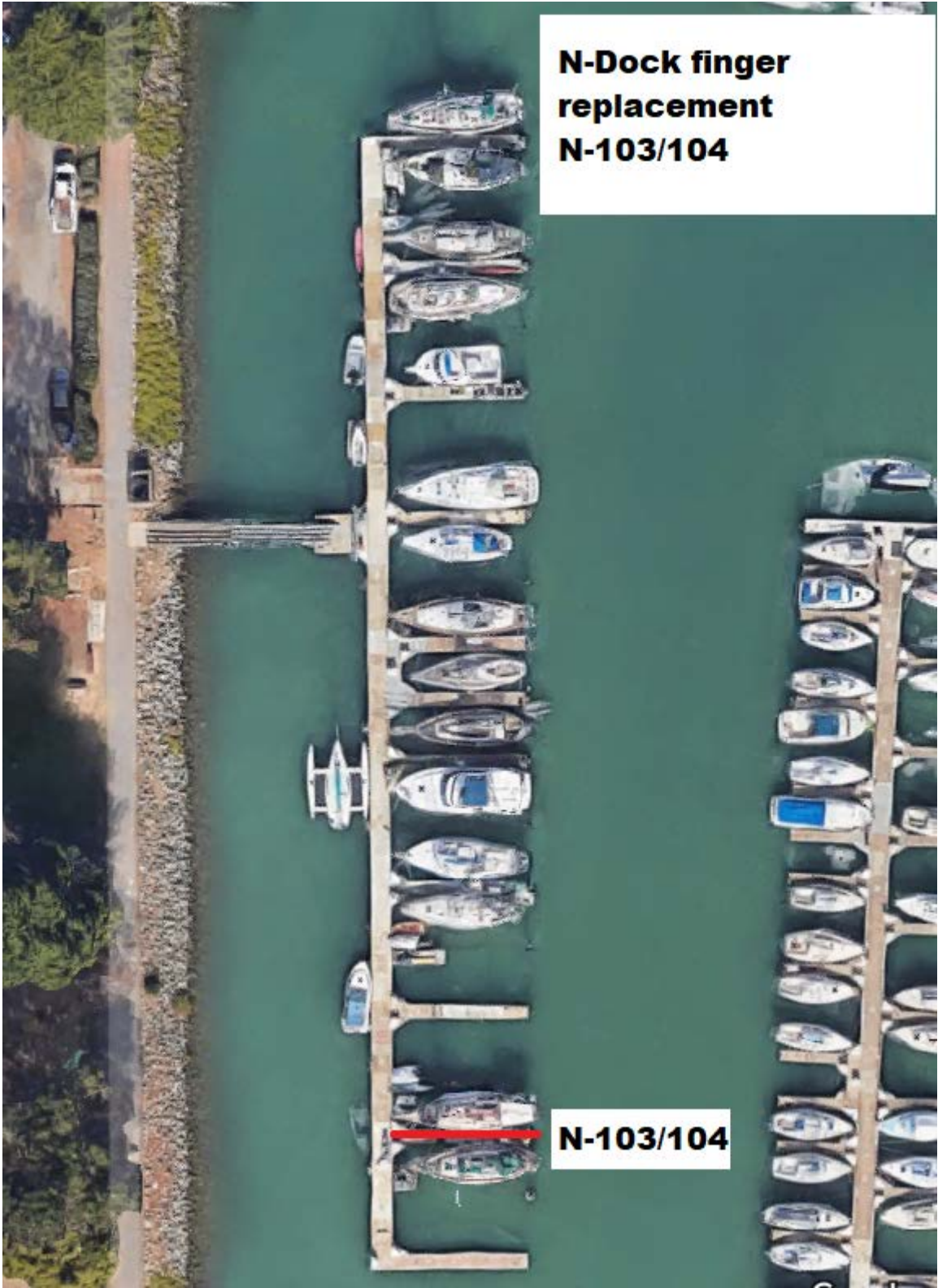
L-116/118

L-104/106

L-102



**N-Dock finger
replacement
N-103/104**



N-103/104

Offer/Bid Form
Specification No. 21-11427
For
Project Name: Marina Finger Dock Construction
Bids will be opened on January 12, 2021 at 2:00 pm.

TO THE CITY OF BERKELEY, CALIFORNIA:

In submitting this bid (offer) as herein described, the bidder (offerer) agrees that (a) he/she, or they, have carefully examined the specifications, and all provisions relating to the items to be furnished attached herewith and made a part of this proposal, and understand(s) the meaning, intent and requirements of and agree to the same. (b) He/she, or they, agree(s), that if his/her or their bid is accepted, he/she, or they will enter into a written contract and furnish the item(s) and complete the work in the time specified, and in strict conformity with the City of Berkeley specifications therefore, for the prices bid.

Name of Firm or Person submitting this offer: _____

Street Address/City/State/Zip _____

Signed by (written signature) _____

Name and Title (type or print) _____

Date _____ **Federal Tax ID** _____

Phone _____ FAX _____

E-mail _____ Web site _____

Discounted Payment Terms: _____

Delivery Date: _____

ALL BIDS MUST BE SIGNED

Please use following bid pricing forms for the base bid (Tasks 1-4) and bid alternates 1 & 2.

Bidders must have the appropriate A, B, or C license to perform this work, and all bidders and sub-contractors must be registered with the CA DIR at the time of bid opening.

Bid & Project Schedule

Bid Posted	12/9/2020
Pre-bid Meeting	12/18/2020
Questions due	12/22/2020
Answers posted	12/29/2020
Bids due	1/12/2021
Review and Award	1/30/2021
Project Timeline	2/1/2021 – 6/30/2021

Pricing: Task 1 Purchase of Dock, Decking, Cleats/Hardware, and Rubrail

The total base bid for Task 1 shall be the sum of each of the Pay Items listed below, and shall be inclusive of all other associated costs related to this work. **NOTE: Pay item units detailed in the Tabulation Form are estimates of current project scope and, as such, are estimates only. Actual quantities may change.** The undersigned bidder proposes and agrees that the work described above shall be provided at the unit and/or lump sum prices set forth in the tabulation form below

<u>Ite m No</u>	<u>Pay Item Description</u>	<u>Pay Unit</u>	<u># Units</u>	<u>Unit Price</u>	<u>Price Subtotal</u>
1A	4' X 10' Timber Dock Section	EA	2	\$	\$
1B	1 ½" X 6" TREX type composite decking material or approved equivalent for 1 section & Fasteners	LF	178	\$	\$
2A	4' X 13' Floating Dock Section	EA	4	\$	\$
2B	1 ½" X 6" TREX type composite decking material or approved equivalent for 4 sections & Fasteners	LF	462	\$	\$
3A	4' X 16' Floating Dock Section	EA	9	\$	\$
3B	1 ½" X 6" TREX type composite decking material or approved equivalent for 9 sections & Fasteners	LF	1278	\$	\$
4A	4' X 20' Floating Dock Section	EA	2	\$	\$
4B	1 ½" X 6" TREX type composite decking material or approved equivalent for 2 sections	LF	355	\$	\$
5	MERCO Flexible Rub Rail #RR-5000 & Fasteners	LF	444	\$	\$
6	2" x 10" Timber connecting waler & Fasteners	LF	444	\$	\$
7	10" PVC Corner bumper & Fasteners	EA	12	\$	\$
8	18" diameter 2 piece pile ring & Fasteners	EA	6	\$	\$
9	12" Cleats W HD Galvanized Bolts, Nuts, Washers, & Backing Plates	EA	72	\$	\$
10	Delivery of Docks, Rub Rail, Hardware, & Decking to Berkeley Marina & Offloading	JOB	1	\$	\$
Task 1 Bid Subtotal: Items 1 – 9					\$

- EA = each; LS = lump sum; SF = square feet; LF = lineal feet

Pricing: Task 2 Delivery & Offloading of Dock, Decking, Cleats/Hardware, and Rubrail

The total base bid for Task 2 shall be for the cost of delivery and offloading of the fabricated dock sections, TREX decking, cleats & associated hardware, and rub rail to the project site. The dock sections shall be offloaded into the water at the Berkeley Marina Public Boat Launch, and the other materials shall be offloaded on site at a location to be determined. The undersigned bidder proposes and agrees that the work described above shall be provided at the unit and/or lump sum prices set forth in the tabulation form below:

<u>Item No.</u>	<u>Pay Item Description</u>	<u>Pay Unit</u>	<u># Units</u>	<u>Unit Price</u>	<u>Price Subtotal</u>
1	Delivery of Docks, Rub Rail, Hardware, & Decking to Berkeley Marina & Offloading	JOB	1	\$	\$
Task 2 Bid Subtotal: Item 1					\$

Pricing: Tasks 3/4 Demolition, Disposal, and Installation of Finger Docks

The total base bid for Tasks3/4 shall be for the cost of crew/equipment mobilization, removal, disposal, and installation of designated finger docks in the Berkeley Marina. Slips will be vacant on at least one side of each finger requiring work. Hose bibs will be removed with water lines capped and dockboxes with electrical receptacles will be removed:

<u>Item No.</u>	<u>Estimated Description*</u>	<u>Pay Unit</u>	<u># Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	Mobilization	LS	1	\$_____	\$_____
2	Demo & Dispose Existing, and Install Replacement Finger Dock: Slip K-127/129	LS	1	\$_____	\$_____
3	Demo & Dispose Existing, and Install Replacement Finger Dock:: Slip L-102	LS	1	\$_____	\$_____
4	Demo & Dispose Existing, and Install Replacement Finger Dock: Slip L-104/106	LS	1	\$_____	\$_____
5	Demo & Dispose Existing, and Install Replacement Finger Dock: Slip L-116-118	LS	1	\$_____	\$_____
6	Demo & Dispose Existing, and Install Replacement Finger Dock: Slip L-299	LS	1	\$_____	\$_____
7	Demo & Dispose Existing, and Install Replacement Finger Dock: Slip N-103/104	LS	1	\$_____	\$_____
	Tasks 3/4 Bid Subtotal: Item 1 - 7				\$_____
	TOTAL BID FOR BASE BID: (TASK 1 + TASK 2 + TASK 3 + TASK 4)				

TOTAL COST OF BASE BID IN WORDS AND FIGURES:

_____ (written)
 _____ Dollars and _____ Cents (figures)

Bid Alternate Task 1: Finger Dock Fabrication

This requirement is for the supply of all labor, materials, and equipment required for the fabrication of concrete finger docks. Bidder shall provide pricing for three different dock sizes:

1. Dock float section approximately 4' wide by 16' long;
2. Dock float section approximately 4' wide by 45' long;
3. Dock float section approximately 4' wide by 50' long;

Finger docks, hardware, and fasteners shall meet or exceed the following specifications:

- **Construction:** Finger docks shall be constructed of concrete encased floatation with a textured surface for traction, through rod's and timber walers. Concrete shall be designed for permeability, strength, chemical stability and abrasion resistance, appropriate for its application. Minimum compressive strength for concrete, subject to salt water splash, immersion and/or brackish water is 5,000 psi and a 0.4 water-to-cement ratio. Portland cement shall conform to ASTM C 150 Type I or Type II modified, and low alkali. Chemical admixtures shall conform to ASTM C 494. Chemicals designed to limit corrosion of internal reinforcing may be used. Air entrainment admixtures shall conform to ASTM C 260. Coarse and fine aggregate shall conform to ASTM C 33, and ASTM C 330 where lightweight aggregates are used. Lightweight aggregate, if used, shall consist of expanded and coated shale or equivalent material of sufficient strength and durability to provide concrete of the required strength. Concrete structures shall be designed to provide sufficient coverage of reinforcing steel, so as to prevent corrosion, per code requirements. For structures exposed to salt water splash or immersion, bar reinforcement shall conform to ASTM A 706, and shall be epoxy coated per ASTM A 934, after bending of the 19 bars. Welded wire mesh shall conform to ASTM A 185 and shall be epoxy coated conforming to ASTM A 884, with all visible defects and cut ends repair coated. Wires used to tie reinforcing steel shall be either epoxy-coated steel, or 316 stainless steel.
- **Internal/External Steel Components:** All hardware, bolts, fasteners, nuts, and washers shall be hot dipped galvanized ASTM-A-36 grade steel; cleats shall be malleable iron through bolted using HD galvanized steel hardware and backing plates;
- **Pile Rings:** Shall be manufactured from 1 ½" Schedule 40 pipe and structural steel plate, ¼" thick. The ring shall be attachable to mounting pegs with 5/16" bolts (two per peg). Plate mounting holes are for ½" carriage bolts. All are hot dipped galvanized after fabrication.
- **Frame and Walers :** Framing and connecting walers and associated timber shall be pressure treated Southern Yellow Pine or Coast Region Douglas Fir with a minimum 2" X 10" dimension .
- **Cleats and Rub Rail:** Cleats shall be 12" malleable iron and shall include HD galvanized hardware and backing plates. Rub rail shall be 90° flexible PVC two chamber - Merco Marine #RR-5000 or approved equal;
- **Design Loads:** Floatation shall be designed to support dead load plus live load up to 50 psf, and match to existing 14" freeboard of remaining finger docks; The dock surface of the finger floats under various loading conditions, shall be level within the following tolerances:
Under Dead Load Only, & Under Dead and Live Loads: ¼" per foot, 1" maximum (transverse) 1/8" per foot, 1" in 10 feet maximum (longitudinal)
Under Dead and Point Live Loads: ½" per foot (4%), 2" maximum (transverse) ¼" per foot, 2" in 10 feet maximum (longitudinal)
- **Dimensions:** Replacement finger dock width shall match when possible to existing width

Bid Alternate No. 1.

<u>Item</u>	<u>Estimated Description*</u>	<u>Pay Unit</u>	<u># Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	45' Concrete finger with through rod construction, 6 cleats, 78' rubrail, 2x corner fenders, 18" pile ring (in place of Timber docks in Task 1)	EA	3	\$ _____	\$ _____
2	50' Concrete finger with through rod construction, 6 cleats, 88' rubrail, 2x corner fenders, 18" pile ring (in place of Timber docks in Task 1)	LS	1	\$ _____	\$ _____
3	16' Concrete finger with through rod construction, 4 cleats, 32' rubrail, 2x corner fenders, 18" pile ring (in place of Timber docks in Task 1)	LS	1	\$ _____	\$ _____
4	Delivery of Docks to Berkeley Marina & Offloading (in place of Timber docks in Task 1)	LS	1	\$ _____	\$ _____
	Total of Bid Alternate 1				\$ _____

Bid Alternate 2: Finger Dock Capping

This requirement is for the supply of all labor, materials, and equipment required for the capping of concrete finger docks. Bidder shall provide labor for four different dock sizes:

1. Dock float section approximately 4' wide by 35' long;
2. Dock float section approximately 4' wide by 40' long;
3. Dock float section approximately 4' wide by 50' long;

Contractor shall remove existing cleats, rubrail and corner bumpers from finger docks. Contractor will install waler's over existing using structural screws. Contractor will cut and install decking on full length of finger dock over existing and new walers along length of finger dock. Decking will be modified to allow a slope to match main walkway height. Contractor will install rubrail, cleats, and corner bumpers on new decking.

Timber, hardware, and fasteners shall meet or exceed the following specifications:

- **Internal/External Steel Components:** All hardware, bolts, fasteners, nuts, and washers shall be hot dipped galvanized ASTM-A-36 grade steel; cleats shall be malleable iron through bolted using HD galvanized steel hardware and backing plates;
- **Frame, Walers and Decking:** Connecting walers and associated timber shall be pressure treated Southern Yellow Pine or Coast Region Douglas Fir with a minimum 2" X 10" dimension. The framing will be twelve inch on center (12"o.c.) to accommodate decking material that will be made of 1 ½" X 6" TREX type composite decking material or approved equivalent;
- **Cleats and Rub Rail:** Cleats shall be 12" malleable iron and shall include HD galvanized hardware and backing plates. Rub rail shall be 90° flexible PVC two chamber - Merco Marine #RR-5000 or approved equal;

Bid Alternate No. 2

<u>Item</u>	<u>Estimated Description*</u>	<u>Pay Unit</u>	<u># Units</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	1 ½" X 6" TREX type composite decking material or approved equivalent for 50' finger dock & Fasteners	EA	4	\$ _____	\$ _____
2	1 ½" X 6" TREX type composite decking material or approved equivalent for 40' finger dock & Fasteners	LS	5	\$ _____	\$ _____
3	1 ½" X 6" TREX type composite decking material or approved equivalent for 35' finger dock & Fasteners	LS	12	\$ _____	\$ _____
5	MERCO Flexible Rub Rail #RR-5000 & Fasteners & Fasteners	LF	1388	\$	\$
6	2" x 10" Timber connecting waler & Fasteners	LF	1388	\$	\$
7	10" PVC Corner bumper & Fasteners & Fasteners	EA	42	\$	\$
8	Furnish all labor, tools, equipment to cover finger docks with composite decking, walers, rubrail, corner bumpers. Remove and replace cleats already on dock.	EA	21	\$	\$
	Total for Bid Alternate 2				\$

SPECIFICATIONS

A. SCOPE OF CONTRACT:

The contract will be a requirements contract that will provide for the City of Berkeley's normal supply requirements during the period specified elsewhere in this Invitation for Bids. The City of Berkeley may purchase such quantities as listed herein or as may be needed from time to time during the life of the contract. There is no guarantee of quantity. Except as otherwise provided herein, the Contractor will be obligated to deliver all such quantities as may be ordered from time to time.

B. TERM OF CONTRACT AND PAYMENT PROCEDURES:

1. Term of Contract - The contract shall be effective a twenty-four month or 2 Fiscal Year period beginning with the date of award with an option to extend for an additional period up to a maximum of 3 years. The options to extend will be exercised only if the Acting Finance Director determines:
 - a. that contract prices will remain the same, and
 - b. that contract prices if increased, will be increased by a percentage not exceeding the percentage of increase in the Consumer's Price Index, and
 - c. extension of the contract will be affected by issuance of a letter of extension to the Contractor by the City Manager, and
 - d. that Contractor has performed satisfactorily, and
 - e. that the City of Berkeley specifications/requirements have not significantly changed.
2. Payment - Payments will be made in accordance with discounted payment terms or within 30 days after receipt and acceptance of goods and/or services provided the Finance Accounts Payable Division has received correct invoices.
3. Invoices – Invoices shall be in a format acceptable to the City. Invoices must be forwarded in triplicate and shall be fully itemized and have sufficient description to permit audit.
4. Placing of Orders – Orders will be placed as required by authorized City employees for the length of the contract.

C. BID EVALUATION FACTORS AND METHOD OF AWARD:

1. Acceptance/Rejection of Bids - The City of Berkeley reserves the right to accept or reject any bid, or any part thereof or any combination of bids.
2. Method of Award - Award will be made to the lowest responsive responsible bidder for the base bid (tasks 1-4). The city reserves the right to award the alternate bid items to the lowest responsive bidder for the base bid, or to one or more bidders on the alternate items in the best interests of the City as determined by the City.
3. Discrepancy in Unit Pricing - In the event of a discrepancy occurs between the unit price and the total lump sum price, the unit price shall prevail and the total lump sum price shall be corrected accordingly.
4. Deviations from Specifications - The City reserves the right to accept minor deviations from the specifications.
5. Estimated Quantities - The quantities shown on the Offer/Bid Form are estimates only, and are subject to increase or decrease as demands may require. The City does not guarantee any quantities.

D. DELIVERY TERMS:

1. Delivery F.O.B. - Delivery of all goods shall be F.O.B. Destination at the City of Berkeley.
2. Time of Delivery - Delivery of all items ordered shall be made after each request is made by authorized City employees in a timely manner, and as stated on Offer/Bid Form. Contractor shall maintain sufficiently large and varied stock as to insure deliveries with a minimum of delay. Deliveries will be accepted Monday through Friday at the Berkeley Marina, Berkeley, California.
3. Method of Delivery - Items should be delivered by truck, or by an acceptable shipping company on an as needed basis as required by authorized City employees. The ability to track items is obligatory.

Under this Invitation for Bid, the City of Berkeley will not negotiate. Quoting Firms responding to this Invitation for Bid must offer their best and final price.

E. INFORMATION TO BE FURNISHED BY BIDDERS:

Failure to provide the following information with your bid may be cause for rejection of your bid.

1. Non-Discrimination/Workforce Composition Form - Pursuant to City of Berkeley Ordinance No. 5876, (B.M.C. Ch. 13.26), any person or firm (unless specifically exempted by the ordinance), who submits a bid or offer on a City contract shall be required to have a Work Force Composition Form reviewed by the Contract Compliance Officer of the City prior to award of such contract. **Bidders must submit this Work Force Composition Form with your bid.**

Businesses with fewer than five employees are exempt from submitting this form. Also, the City Manager may exempt other bidders in "exigent circumstances". (See B.M.C. secs. 13.26.030 and 13.26.050.)

2. 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 your bid.**
3. Oppressive States Disclosure Form - The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to a number of Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company who is located in one of these areas. If your company or any subsidiary is located in one of the areas, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with your bid.**
4. 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 your bid.**
5. Bid Bond. A bid bond of 10% must be submitted with your bid.
6. City of Berkeley Business License - Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see

B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within 7 days of being selected as intended awardee.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, handles business licenses. Vendors should contact this division for questions and/or information about obtaining a City business license, in person, or by calling 510.981.7200

7. Equal Benefits Disclosure Form - Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. **Bidders must submit the attached Equal Benefits Disclosure Form with your bid.** A certification of compliance with this ordinance will be required upon execution of a contract.

F. DATA REQUIRED FOR BID EVALUATION:

1. Bidders are required, in submitting their bids, to examine the detailed specifications closely. The bidder must complete the detailed specifications and write in any differences in the item (s) being offered. Failure to state exceptions will be cause for rejection of the bid.
2. The following completed and signed and returned inside your sealed bid envelope:
 - a. Offer/Bid Form
 - b. Nuclear Free Disclosure Form
 - c. Oppressive States Compliance Statement for Commodities Form
 - d. Sanctuary City Compliance Statement
 - e. Workforce Composition Form
 - f. Equal Benefits Disclosure
 - g. Bid Bond (10%)

If Exceptions are taken, EXPLAIN EXCEPTIONS below: (attach additional sheets as necessary)

G. Award and Contract:

1. Awardee must provide performance and payment bonds as part of the contract
2. At completion of the project, awardee to provide a maintenance bond for the totality of the project

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, this disclosure form may be signed by more than one individual, 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: **Marina Finger Dock Construction/21-11427**

CITY OF BERKELEY

A. Oppressive States Compliance Statement for Commodities

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).

"Commodities" includes, but is not limited to, any tangible supplies, goods, vehicles, machinery or equipment.

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

The Commodities, which Vendor proposes to supply to the City, are not manufactured, assembled, extracted, harvested or refined in any Oppressive State. Vendor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at anytime during the term of the contract, it buys, sells, leases or distributes Commodities in the conduct of business with, or 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: **Marina Finger Dock Construction/21-11427**

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
Sanctuary City Compliance Statement

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: **Marina Finger Dock Construction/21-11427**

SCCO CompStmt (10/2019)

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 Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, 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
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: _____

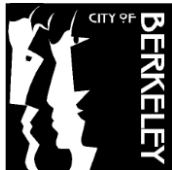
Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Marina Finger Dock Construction/21-11427**

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

Form with fields: 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.
B. Does your company provide (or make available at the employees' expense) any employee benefits?
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
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?

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
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?*

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____