



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 22-11521-C
FOR
LANDFILL POST-CLOSURE MONITORING AND MAINTENANCE SERVICES
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide engineering services for post-closure maintenance, and monitoring of the City of Berkeley closed landfill at Cesar Chavez Park, located north of Spinnaker Way at the Berkeley Marina. As a Request for Proposal (RFP) this is not an invitation to bid, and although the price is very important, other factors will be taken into consideration.

The project scope, content of Proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, July 26, 2022.** Proposals are to be sent via email with "LANDFILL POST-CLOSURE MONITORING AND MAINTENANCE SERVICES" and "Specification No 22-11521-C" clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal. Corresponding pricing proposal shall be submitted as a separate document.

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
purchasing@cityofberkeley.info

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

For questions concerning the anticipated work, or scope of the project, please **contact Reeve Battle** via email at RBattle@CityofBerkeley.info no later than **2:00 pm, Friday, July 15, 2022.** Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this Site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your Proposal.

Sincerely,

Darryl Sweet
General Services Manager

I. BACKGROUND

The City of Berkeley (City) seeks proposals from qualified consultants to provide comprehensive engineering, post-closure monitoring and maintenance and regulatory compliance and reporting services at the closed City of Berkeley Landfill at Cesar Chavez Park. The work will entail various activities to ensure compliance with landfill post-closure regulatory and permit requirements administered by the San Francisco Bay Regional Water Quality Control Board (RWQCB), the Bay Area Air Quality Management District (BAAQMD), California Air Resources Board (CARB) and the California Department of Resources Recycling and Recovery (CalRecycle). Governing regulations and permit conditions include, but may not be limited to:

- Regulations:
 - BAAQMD Regulation 8, Rule 34.
 - California Code of Regulations (CCR), Title 27 requirements for landfill post-closure monitoring and maintenance.
 - CCR Title 17, Sections 95461 et seq, the California Landfill Methane Rule under AB 32.
- Permits (see **Attachment J**):
 - Waste Discharge Requirement (WDR) and Self-Monitoring Program (SMP) No. R2-2010-0064, issued by the San Francisco RWQCB.
 - BAAQMD Permit to Operate for Plant #3590, expires June 1 annually.

The City intends to contract for these services for a three (3) year period, commencing on or about January 1, 2023. The City may elect to renew the contract for up to two (2) additional one-year periods following initial contract award.

Qualifications and Project Requirements

Respondents to this proposal must be an established firm with a minimum of five (5) years demonstrated experience in landfill post-closure and landfill gas (LFG) monitoring, maintenance and regulatory compliance services. The Consultant must also have in place and demonstrate in its proposal the following standard practices, procedures and experience levels:

- A **Health and Safety Program** in accordance with OSHA 29 CFR 1910 and Cal OSHA 1973 Division 5 Section 6300 of the Labor Code; including an **Injury and Illness Prevention Program (IIPP)** in accordance with SB 198 (California),
- A **Site-Specific Health and Safety Plan** must be developed for each project task and in accordance with OSHA 29 CFR 1910.120,
- All field personnel assigned to the work must have participated in OSHA 29 CFR 1910.120 Medical Monitoring and 40 Hour Health and Safety Training.
- All field personnel must be provided with Personnel Protective Equipment (PPE) in accordance with OSHA 29 CFR 1910.120.
- Project management assigned to the work must have participated in OSHA 29 CFR 1910.120 **8-Hour Management and Supervisor Training**.
- Field personnel must have two (2) years of relevant experience in performing the required monitoring.
- The Consultant must hold and maintain a valid California Class A Contractor License for any non-routine services performed.

Site History

The closed Berkeley Landfill is an approximately 90-acre site located on the City's western edge. The landfill is designated as Facility No. 01-AC-0001 and as a "Pre-Regulations, Closed Solid Waste Disposal Site" in the CalRecycle Solid Waste Information System database. **A site plan is provided in Attachment K.** The Site forms the northern portion of a man-made peninsula, bounded by San Francisco Bay on the west, north, and east, and the Berkeley Marina on the south. The landfill began receiving waste in 1961 and continued operations until 1983. The

Site was designated as a Class II sanitary landfill and was permitted for the disposal of non-hazardous municipal solid waste.

Landfill containment features include perimeter levees, underlying native Bay Mud soils, and a final cover system. The levees consist of a series of earth, rock, and concrete material dikes constructed from 1957 through 1968. These dikes enclosed what would later become the 90-acre Berkeley Landfill. Extensive levee system improvements were completed along the western and eastern site perimeter in 2011.

The landfill was formally closed in five (5) phases from 1981 through 1990 per CCR Title 14, Title 23, and RWQCB requirements in effect at the time. The final cover system varies in thickness from three (3) to over thirty (30) feet. The cover system was placed to contour the Site for use as a public park and meet regulatory requirements at the time of closure. The final cover system includes general fill soils and a minimum 1-ft thick layer of clay material with a hydraulic conductivity of 1×10^{-6} centimeters/second.

Post-Closure Land Use

The landfill is currently developed as a City Park (North Waterfront Park/Cesar Chavez Park).

Landfill Gas Control and Monitoring Systems

A landfill gas (LFG) collection and control system (GCCS) is installed at the Site. It is operated in general conformance with Bay Area AQMD Regulation 8, Rule 34, and a site-specific Permit to Operate issued by the AQMD. The system consists of the following elements (refer to as-built plans in **Attachment L**):

- Forty-two (42) LFG extraction wells installed throughout the refuse fill.
- There are sixteen (16) below-grade extraction trenches installed in the Berkeley Marina / DoubleTree Hotel site south of Spinnaker Way. These trenches were installed to control soil gas infiltration into the adjacent facilities.
- Below-grade collection header and laterals, consisting of 4- to 8-inch diameter PVC and HDPE piping, with liquid condensate traps at low points.
- The LFG blower/flare station consists of two (2) gas extraction blowers, a flow metering device, digital recorder, controls, alarm call-out device, and a Perennial Energy enclosed ground flare. The blower/flare station was upgraded in 2016 by installing all-new mechanical, electrical, and control system components.
- Eighteen (18) LFG monitoring probes were installed in soils in the adjacent Berkeley Marina to monitor potential subsurface gas migration in the direction of the hotel complex.
- Automated combustible gas sensor/alarm units were installed at seven (7) locations in Building Nos. 1, 2, 5, and 7 at the adjacent DoubleTree Hotel. These sensors are maintained and calibrated in accordance with an operations and maintenance plan approved by CalRecycle.

Collected LFG is combusted in the enclosed flare. The flare is currently operated on a continuous (timer) basis in accordance with BAAQMD permit conditions since issuance of the final Permit to Operate for the new flare system.

Groundwater and Leachate Monitoring Facilities

A water quality detection monitoring program is undertaken in accordance with WDR/SMP No. R2-2010-0064. The current monitoring points at the closed Berkeley Landfill consist of the following (refer to **Attachment K**, Site Plan):

- Five (5) groundwater monitoring wells (designated GW-1A and GW-2 through GW-5) penetrate through structural earth fill or waste and into underlying sediments. The monitoring wells are constructed of 2-inch diameter Schedule 40 polyvinyl chloride (PVC) pipe. The surface of each well is protected with locking watertight well cap and secured with a flush-mounted or steel monument type well box. Each well has a dedicated sampling pump.

- Four leachate monitoring wells (designated L-4 through L-7) extend into underlying refuse within the landfill. The leachate monitoring wells are constructed of an 8-inch diameter PVC pipe, with a slip-type PVC cap secured with a chain and lock at the surface.

Attachment L provides information on the groundwater monitoring well construction, including well depths, screen intervals, and underlying geologic units.

II. SCOPE OF SERVICES

Water Quality Monitoring and Reporting Tasks

The Consultant will perform field, analytical and reporting tasks associated with the water quality Detection Monitoring Program as outlined in Section B and Provision 4 of WDR No. R2-2010-0064. Specifically, the Consultant will implement and comply with the Self-Monitoring Program attached to the Order (Part A and Part B). This work includes provisions to monitor groundwater and leachate, conduct standard observations and facilities inspections and monitor storm water discharges as described below.

Task 1 – Groundwater, Surface Water and Leachate Monitoring and Sampling

- Measure static liquid levels in all groundwater and leachate monitoring wells and surface water sumps (LMH-1 and LMH-2) on a quarterly basis.
- Measure field parameters and collect groundwater and leachate samples for analysis on a semi-annual basis in accordance with the schedule presented in Table B-1 of Part B of the SMP. Groundwater and leachate purging and sampling is to be conducted using appropriate, industry recognized sample collection protocols. Groundwater monitoring wells have dedicated QED bladder pumps installed and Consultant will supply required QED equipment to control pumps and measure parameters and maintain liquid levels during purging, without modification of existing equipment.
- Sample and perform laboratory analyses for specified semi-annual constituents in accordance with Table B-1 of Part B of the SMP.
- Sample and perform additional laboratory analyses for total dissolved metals, (aluminum, antimony, arsenic, barium, beryllium, cadmium, total chromium, cobalt, copper, iron, selenium, silver, tin, thallium, vanadium, zinc, hexavalent chromium, and mercury) and the herbicide DCPA during each semi-annual sampling event, per recent RWQCB direction.
- Sample and perform laboratory analyses for specified Constituents of Concern (COCs) in accordance with Table B-1 of Part B of the SMP during the January 2023 monitoring event. COC sampling is required every five (5) years.
- Manage the storage, and facilitate the proper removal of all purged groundwater, leachate and decontamination water off-site.
- Maintain the security of all monitoring points to prevent unauthorized access.

Task 2 - Quarterly Standard Observations

The Consultant will perform standard observations on a quarterly basis in accordance with Parts A and B (Self-Monitoring Program) of Order R2-2010-0064. Standard Observations refer to specified inspections of the landfill surface, perimeter and receiving waters. The Consultant will also inspect containment and control structures and devices associated with the closed landfill to ensure proper and safe operation.

Task 3 - Semi-Annual Water Quality Reports

The Consultant will generate two (2) semi-annual self-monitoring reports per contract year in accordance with the requirements of the Section C of the SMP. The reports will include a transmittal letter, summary section, site background, description of the field and laboratory program and monitoring results, Piper diagram, QA/QC assessment, evaluation of results, site inspection information and conclusions. The reports will contain summary data tables, groundwater level/piezometric surface contour maps and inferred groundwater gradients and other appropriate maps, and appended data (field sheets, chain-of-custody forms, lab reports, and relevant historical data). Task 3 semi-annual water quality report submittals are due to the RWQCB no later than March 30 and September 30 of each calendar year.

Data evaluation will include statistical and non-statistical analyses (as necessary) to determine changes in groundwater quality and assess whether there is evidence of a landfill release. The reports will include discussions and summaries of significant water quality trends, including those for metals. Determination of contaminant concentration limits will be as specified in Section B.2.c. of WDR No. R2-2010-0064.

Copies of reports and all other appropriate supporting documentation will be submitted to the City, RWQCB, Alameda County, and CalRecycle and uploaded to the California State Water Resource Control Board GeoTracker website in accordance with Provisions C. 27 and C. 28 of the WDRs.

Task 4 - Storm Water Sampling

The Consultant will conduct quarterly stormwater inspections as specified in Part B (A) (1) (c) of the SMP.

Task 5 - Landfill Gas Collection and Control System Operation, Maintenance, Monitoring, and Reporting

Task 6 – Routine LFG Services

The Consultant will provide and maintain an LFG Collection System web-accessible database for the landfill site with secure access for City personnel. **Attachment L** provides red-line as-built drawings for the LFG collection and control system information. Routine services will be as follows:

- Monitoring
 - *Weekly*
 - Weekly once, monitoring of the Blower/Flare Station (BFS), data collection, recording, and the following parameters, will be stored in a secure client accessible database for the following:
 - Date, time, and monitoring personnel
 - Meteorological conditions (e.g., wind velocity, barometric pressure, ambient temperature, weather conditions)
 - Extraction blower operating inlet and outlet temperatures and pressures
 - Methane gas, oxygen gas, carbon dioxide, and balance gas concentrations at flare inlet
 - Flare exit gas temperature and operational hours
 - LFG flow rate and set point to flare
 - Variable Frequency Drive percentage
 - Flare combustion louver
 - Check pilot ignition system propane storage tank level
 - Check the inlet of the condensate tank for proper operation

- **Monthly**
 - Once each month, LFG evaluation monitoring probes will be tested to assist in performing collection system adjustments. Data will be collected, recorded, and the following parameters will be stored in a client accessible database for the following:
 - Date, time, and monitoring personnel
 - Meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.).
 - Pressure
 - Methane, oxygen and carbon dioxide gas concentrations
 - Once each month, LFG vertical extraction wells and horizontal trench collectors will be monitored. Weekly follow-up testing and adjustment of extraction wells will be conducted in response to system balancing (as needed). Data will be collected, recorded, and the following parameters will be stored in a client accessible database for the following:
 - Date, time, and monitoring personnel
 - Meteorological conditions (e.g., wind velocity, barometric pressure, ambient temperature, weather conditions)
 - Pressure
 - Methane, oxygen and carbon dioxide gas concentrations
 - Wellhead vacuum (where applicable)
 - LFG temperature (where applicable)
 - LFG control system blowers, flame arrestor, flare, control panel, well field, and condensate drain systems will be observed for the following:
 - Accessibility
 - Vandalism
 - Malfunctions
 - Leaks
- **Quarterly**
 - Once each quarter, the Consultant will perform Bay Area AQMD Rule 8-34 component emissions leak testing. The testing will be performed utilizing a Flame Ionization Detector (FID) or comparable instrument. In the event of elevated readings equal to or greater than 500 parts per million by volume (ppmv) are observed, City technical staff will be notified immediately.
 - Once each quarter, on-site structures will be tested in accordance with CCR Title 27 requirements. The following data will be collected, recorded, and stored in a client-accessible database:
 - Date, time and monitoring personnel
 - Meteorological conditions (i.e., wind velocity, barometric pressure, ambient temperature, weather conditions, etc.)
 - Methane and oxygen gas concentration
 - Once each quarter, automated combustible gas sensor units installed in the DoubleTree Hotel Complex will be tested and verified for calibration and proper functionality and operation.
- **Operation**
 - **Weekly**
 - LFG extraction wells and the BFS total flow will be adjusted as required to help control LFG migration into the surrounding structures, surface emissions and to help optimize system performance.

- Maintenance
 - **Monthly**
 - Inspect monitors/sensors, alarm systems and digital recorders in accordance with manufacturer specifications:
 - Rotate active/inactive blowers
 - Replace temperature and flow recorder memory card as necessary
 - Check and adjust BFS controller set points as necessary to maintain proper temperature
 - Check condensate drain systems for proper operation
 - Test alarm signals (e.g., flame failure, etc.). Simulate for proper operation/shutdown and notification.
 - **Quarterly**
 - The blowers (and electric motors) will be lubricated in accordance with the manufacturer specification:
 - Inspect flame arrester using differential pressure readings
 - Visually inspect burner head using sight glass
 - **Annually**
 - Vessel and piping systems will be observed for corrosion.
 - At project inception and annually thereafter, prepare and inventory a list of critical spare parts.
- Reporting

The reporting requirements and schedule for the project consist of the following:

 - **Monthly**
 - Once each month (submitted by the end of month following the reporting period), prepare a detailed report to the City containing data collected, and a summary of all activities performed on the project during the reporting period. Maintenance repairs and/or system modifications will also be recommended as required.
 - **Quarterly**
 - Once each quarter (submitted within twenty (20) days of the reporting period), prepare a report to the City and CalRecycle containing evaluation probe/structure monitoring data and sensor system operational summary.
 - **Annually**
 - Once per year, prepare total LFG flare throughput calculations as required by the BAAQMD.

Task 7 - Non-Routine Landfill Gas Maintenance Services

Non-routine scheduled maintenance consists of corrective repair or maintenance work identified either during the routine site visits or by City personnel. Non-routine maintenance may include, but is not limited to the following:

- Raising of wellheads, lateral, or header lines
- Repairing or replacing non-functional condensate drain components, lateral, and header lines
- Replacing non-functional extraction or monitoring wells
- Repairing or replacing blower/flare system components.

This work is essential for proper system operation. However, it is considered the type of work that can be scheduled to allow for procurement of materials, equipment, scheduling of personnel, etc. A time and materials not to exceed, or lump sum quote will be provided to the City for non-routine scheduled maintenance work. Non-routine scheduled maintenance work will only be performed subsequent to notification to and authorization from the City.

Non-routine unscheduled/emergency repair and maintenance services include events that require immediate response to protect life, property, the environment, or to restore system operations. These events may include, but are not limited to, the following:

- Emergency call-out by alarm systems or City personnel.
- Odor complaints
- Loss of gas flow or flare ignition
- Repair of main header lines (resulting in no gas flow to the BFS)
- Power outages necessitating system start-up
- Repairs to roadways, cover, or drainage systems

Consultant will respond to these conditions, as needed, 24 hours per day, 7 days per week, and 365 days per year.

Task 8 - BAAQMD Rule 8-34 Annual Report

Consultant will prepare an annual report summarizing LFG system operation as required by BAAQMD Regulation 8, Rule 34 requirements. The report will provide information on:

- Collection system and/or component downtime and reasons for the shutdown.
- All emission control system downtime and reasons for the shutdown.
- Continuous temperature monitoring and dates of any excesses.
- Testing performed to satisfy the requirements of Regulation 8, Rule 34.
- Monthly LFG flow rates.
- Collection and emission control system leak testing and any excesses, action taken to correct excesses, and re-monitored concentrations.
- Continuous flow monitoring data.

The report is to be submitted to the BAAQMD by December 31 of each contract year. Consultant will provide a draft report to the City in advance to allow ample time for review and comment.

Task 9 - Annual AB 32 Monitoring and Reporting

Surface Emissions Monitoring Consultant will perform annual surface monitoring in accordance with AB 32 Landfill Methane Rule (LMR) requirements and Revised Alternative Surface Emissions Monitoring (SEM) Compliance Plan over the landfill surface area. Monitoring will be performed a minimum of 72 hours after the latest rainfall and when the average wind speed is less than five (5) miles per hour and the instantaneous wind speed remains under ten (10) miles per hour, or as allowed in the Alternative SEM Compliance Plan. Provide a portable weather monitoring station to document acceptable monitoring conditions. Perform surface monitoring on paths at approximately 100 feet apart with detector inlet held approximately one (1) to three (3) inches above ground surface. Mark by staking and portable GPS any location exceeding 200 ppmv above the established background limit.

- Pressurized Pipe and Component Leak Monitoring
 - Quarterly leak monitoring (and instruments utilized) will be performed in accordance with LMR regulatory requirements. The Consultant will perform landfill gas pressurized pipe and component leak monitoring at the flare station. Monitoring will be performed with the detector inlet held one half of an inch from pressurized pipe and associated components. Any locations exceeding 500 ppmv will be recorded, tagged and submitted to the City.
- Reporting
 - Following each quarterly event, Consultant will prepare a detailed written report for the City containing results of surface emissions monitoring, weather monitoring and equipment calibration logs.
 - On an annual basis, Consultant will prepare an annual report for submittal to the Bay Area AQMD, in accordance with AB 32 LMR requirements. The annual report contains results of all LMR

quarterly monitoring events and other monitoring data as required for the previous calendar year. The annual reporting deadline for the AB32 LMR is March 15 of each calendar year. The Consultant will provide a draft report to the City in advance to allow ample time for review and comment.

Task 10 – Annual Source Testing

On an annual basis Consultant will conduct required source testing of the enclosed flare. Work will be in accordance with BAAQMD Permit to Operate #3519, Condition No. 14. This will include, but not be limited to the following:

- Prepare and submit a source test work plan to the BAAQMD, and obtain necessary agency approval in advance of the work.
- Collection and analysis of a gas sample at the flare inlet for compliance fuel gas analysis.
- Landfill gas flow rate to the flare and operating temperature.
- Testing for methane and non-methane compounds via EPA Method 18 at the flare inlet and exhaust simultaneously. Destruction efficiency for methane will be calculated using test data and volumetric flow data.
- Preparation of a compliance report with results of testing. A draft version will be provided to the City. The final version will be for submittal to the BAAQMD.

Testing shall be performed within forty-five (45 days) of the anniversary date of the initial source test. The performance demonstration source test for the new Perennial flare was conducted on June 29, 2016.

Engineering and Agency Liaison Services

Task 11 – Coordination with Regulatory Agencies

The Consultant will provide regulatory agency support services with CalRecycle, the RWQCB, BAAQMD, or other agencies as requested by the City. Work is expected to include:

- Respond to agency inquiries.
- Provide assistance with interpretation of rules and regulations as requested.
- Attend meetings with regulatory agencies.

In its proposal the Consultant will describe anticipated work items and a budget set-aside, based on experience at the closed Berkeley Landfill or similar closed landfill sites. Consultant will not proceed with any work without a specific scope and budget agreed to and approved by the City in advance.

Task 12 – Contingency Items

The Consultant will provide as-needed services to assist the City in complying with WDR provisions for occurrences such as post-earthquake inspections, unforeseen discharges, changes in site conditions, hazardous substances releases, and other items. Specifically, the Consultant will assist the City in complying with the following in the event of such an occurrence(s):

- Contingency reporting of measurably significant discharge or statistically significant difference between monitoring results and Water Quality Protection Standards (SMP, Item D Contingency Reporting).
- Post-earthquake inspection (WDR Section C, Item 13).
- Change in site conditions (WDR Section C, Item 14).
- Reporting of hazardous substance release (WDR Section C, Item 22)
- Discharge to navigable waters (WDR Section C, Item 25).
- Endangerment of health or the environment (WDR Section C, Item 26).
- Trend analysis of metals concentrations in groundwater.

It is recognized that the need for these services is hard to predict. In its proposal, the Consultant will describe anticipated work scope and a suggested budget set-aside, based on experience at the closed Berkeley Landfill or similar closed landfill sites. Consultant will not proceed with any work without a specific scope and budget agreed to and approved by the City in advance.

III. SUBMISSION REQUIREMENTS

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

1. Consultant Identification:

Provide the name of the firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person, and the company tax identification number.

2. Client References:

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

3. Price Proposal:

The Proposal shall include pricing for all services. Pricing shall be all-inclusive unless indicated otherwise. Pricing proposals shall be a separate document. The Proposal shall itemize all services, including hourly rates for all professional, technical, and support personnel, and all other charges related to the completion of the work shall be itemized. Evaluation of price proposals is subject to the local vendor business preference (see section VII.F.)

For services in Task 11 (coordination with regulatory agencies) all proposals shall use the price of \$30,000 per year. For services in Task 12 (engineering and contingency items) all proposals shall use the price of \$30,000 per year.

4. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

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

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

5. Qualifications and Key Personnel

The Proposal shall include a description of the qualifications of the firm and the key personnel to be assigned.

6. Project Specific Requirements

a. Project Team

In response to this Request for Proposal (RFP), the prime Consultant should have at least five (5) years of experience providing engineering services for post-closure maintenance and monitoring of landfills. The team shall have all necessary State and Federal certifications applicable to the project and list prime and sub-consultants with individual addresses, telephone numbers, and areas of expertise. Briefly describe the project responsibility of each team member.

b. Description of Organization, Management, and Team Members

A description of the team/consultant organization and a work plan identifies the personnel to be assigned to each task. The organization description should identify who will be the project manager and the day-to-day contact person for the job. Contract terms will not permit substitution of lead personnel without prior approval by the City. A description of the qualifications of the professional personnel to be employed with a summary of similar work performed and a resume for each professional. Provide a chart or listing indicating the names and assignments of key personnel, and indicate proposed lines of communication with City staff.

c. Scope of Work

The Proposal should contain a description of each work task and explain how the proposer plans to approach the tasks and the steps that will be taken to complete the task, including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each task. Tasks should be organized into phases constituting measurable deliveries. A work plan with as much detail as needed to describe how the required services and scope of work will be performed will be required from each proposer.

The work plan shall include:

- Water quality monitoring and reporting tasks
- Landfill gas collection and control system operation, maintenance, monitoring and reporting tasks
- Engineering and agency liaison services

d. Proposed Project Schedule

The City would like to begin this project ASAP. The Proposal shall include a schedule to undertake the work program.

7. Disclosure

Proposers must disclose any previous, current, pending, or future contracts with the University of California as part of their application package.

IV. SELECTION CRITERIA

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

1. Consultant's understanding of the project 25 points
2. Approach to work tasks 25 points

- | | |
|--|-----------|
| 3. Qualifications and related experience | 20 points |
| 4. Proposed project schedule | 10 points |
| 5. References | 10 points |
| 6. Costs* | 10 points |

** Effective 1/1/2022. Local Vendor Preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to \$100,000 or non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.*

A selection panel will be convened of staff to evaluate and score submittals.

V. PAYMENT

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit. Invoices must be accompanied by a receipt for services in order for payment to be processed. **Email invoices to Accounts Payable;** (List on the invoice, Attn: Joe Enke, Public Works Engineering) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@cityofberkeley.info; jenke@cityofberkeley.info
Phone: 510-981-7310

Payments: The City will make payment to the vendor within thirty (30) days of receipt of a correct, approved, 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 or has a direct or indirect interest in the contract.

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

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. The Living Wage rate is adjusted automatically effective June 30 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 insured.

B. Worker's Compensation Insurance:

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

C. Business License:

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. 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:

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and 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

F. Local Vendor Preference:

City of Berkeley applies a local vendor preference for comparing pricing submittals in RFP responses (City Council Resolution No. 69,890-N.S.)

A **local business** is defined as "a business firm with fixed offices or distribution points located within the City of Berkeley boundaries and listed in the Permits and License Tax paid file, with a Berkeley business street address."

VIII. SCHEDULE (Dates are subject to change)

- | | |
|--|-----------------------------|
| <input type="checkbox"/> Issue RFP to Potential Bidders: | Tuesday, June 28, 2022 |
| <input type="checkbox"/> Questions Due | Friday, July 15, 2022 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | Tuesday, July 26, 2022 |
| <input type="checkbox"/> Complete Selection Process | Tuesday, August 16, 2022 |
| <input type="checkbox"/> Council Approval of Contract (over \$50k) | Tuesday, October 11, 2022 |
| <input type="checkbox"/> Award of Contract | Wednesday, October 12, 2022 |
| <input type="checkbox"/> Sign and Process Contract | Monday, November 14, 2022 |
| <input type="checkbox"/> Notice to Proceed | Tuesday, January 3, 2023 |

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

Attachments:

- | | |
|---|--------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Certification of Compliance | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |
| • Permits | Attachment J |
| • Site Plan | Attachment K |
| • As-Built Drawings | Attachment L |

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) PDF of Proposal)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (as a separate document from the Proposal)
- 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 (*may be optional*) Attachment F
 - Equal Benefits Certification (EBO-1) (*may be optional*) Attachment G

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

- Provide **original-signed in blue ink** Evidence of Insurance
 - Auto
 - Liability
 - Worker's Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License (Current Year Certificate)

For informational purposes only: Sample of Personal Services Contract can be found on the City's website on the current bid and proposal page at the top of the page.

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

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

Organization: _____
 Address: _____
 Business Lic. #: _____

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

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

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

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.

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

Attachment B (page 2)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement

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

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

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Aho, 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: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

CITY OF BERKELEY
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: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

CITY OF BERKELEY
Living Wage Certification for Providers of Services

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

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

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

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 of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Storm Drain Master Plan/22-11505-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

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

Attachment F (page 2)

To be completed by
 Contractor/Vendor



**Form EBO-1
 CITY OF BERKELEY**

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

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

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.**

SECTION 3. PROVISIONAL COMPLIANCE

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

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

Attachment G (page 1)

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

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

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

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

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

Contract Description/Specification No: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-C**

Attachment G (page 2)

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: **Landfill Post-Closure Monitoring and Maintenance Services/22-11521-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:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Attachment J
Permit to Operate and Adopted Order

Attachment K
Site Location Map and Site Plans

Attachment L
Landfill Gas Collection and Control System Plans