

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: NEW CONTRACT

CMS # CXRQ7
(To be filled in by department)

Contract # 31900080
(To be filled in by Auditor)

CONTRACTOR NAME: Edgeworth Integration, LLC

Subject of Contract: Installation and Use of a Video Surveillance System at San Pablo Park

This contract package contains:

3 Original Contracts (Department, Vital Record and Vendor) in folders

***The Vital Record contract MUST be in a folder.**

***Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.**

	Attached	Waiver Attached	Not Required
1. CONTRACT BOILERPLATE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Scope of Services (Exhibit A @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Payment Provisions (Exhibit B @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
a. Workforce Composition (<i>businesses with 5 or more employees</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (<i>Exception: Community-based, non-profit organizations</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Equal Benefits Ordinance: use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Community Agency: Certification of Anti-Lobbying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Community Agency: Certification of Drug-Free Workplace	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (<i>originals, not copies</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # <u>N/A</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Berkeley Business License # BLA-2018-000044

Contract Amount \$ _____ \$35,000.00

Requisition # 11903614 (*Hard copy attached*)

Council Approved Amount \$ _____ N/A

Budget Code 011-54-624-694-3017-000-412-612990 ✓ *MD*

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____

If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- Greg Marwick Public Works Bldg Facilities Maintenance Electrical Division 510.981.6490 1/16/19
Project Manager (PRINT NAME) & Department Phone No. Date
- Keith Morn [Signature] 1/23/19
Department Administrative Officer / Accounting Date
- [Signature] 1/24/19
Department Head Date
- [Signature] 1/25/19
Contract Administrator Date
- [Signature] for Teresi Berkeley-Simmons 1/25/19
Budget Manager Date

Routing continues to the following persons, **who sign directly on the contract:**

- City Manager** (*Will not sign unless all signatures and dates appear above*)

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>

City of Berkeley
Contract Amendment Data Transmittal
(To be completed by Project Manager)

7. ⑧ City Auditor (Initial JW)
(REGISTRANT ONLY)

8. City Clerk: CMS Login _____ Destruct _____ Review _____

12/12/11

11/12/11

11/12/11

11/12/11

11/12/11

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and Edgeworth Integration, LLC (“Contractor”), a Limited Liability Company doing business at 1257 Quarry Lane Suite 125, Pleasanton CA94566, who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$35,000.00. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract.

3. **TERM**

a. This Contract shall begin on January 14, 2019 and end April 30, 2020. The City Manager of the City may extend the term of this contract by giving written notice.

b. Either party may terminate this Contract for default upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Brandon Haddad
Edgeworth Integration, LLC
1000 Commerce Drive 2nd Fl
Pittsburgh PA 15275

d. If City terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

CXR07
City Manager (AR 3.4)

4. **INDEMNIFICATION**

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two-million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one-million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of N/A to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below and include the CMS#.**

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:
Department Name: City of Berkeley Public Works Department
Building Facilities Maintenance Division
CMS# CXRQ7
Department Address: 1326 Allston Way Bldg A, Berkeley CA 94702

6. CONFORMITY WITH LAW AND SAFETY

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. SAFETY DATA SHEETS

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Safety Data Sheets (SDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The SDS for all products must be submitted to the City before commencing work. The SDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. OWNERSHIP OF DOCUMENTS

a. When this Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants City a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings

and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the City.

c. With the prior written approval of City's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board,

commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Amdo, Kham, and Ü-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

15. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

16. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City

mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **AUDIT**

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 City 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.

18. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

19. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

20. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 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. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless City concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

21. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

22. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

23. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

24. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

25. **WAIVER**

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

26. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

27. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

28. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

29. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

30. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number BLA-2018-000044
B.M.C. § N/A
Taxpayer ID Number.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: 
CITY MANAGER

Registered by:


CITY AUDITOR

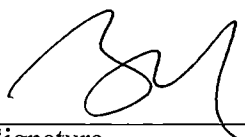
Pre-approved as to form:
CITY ATTORNEY
2/2015

Attest:


CITY CLERK
dep

CONTRACTOR

Edgeworth Integration, LLC
Contractor Name (print or type)


Signature

Brandon Haddad
Print Name

Tax Identification # _____

Berkeley Business License # BL-008648

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

EXHIBIT A

SCOPE OF SERVICES

This contract is for the purchase and installation of an exterior mounted Surveillance System at San Pablo Park. Exigent circumstances exist to warrant the installation of cameras on a short-term basis. Cameras are to be installed on existing buildings and poles within park boundaries. Video captured from the cameras is to be stored on a local device protected within the City's network and physically secured on City property.

Contractor is to provide and install the following equipment within two weeks of contract execution:

Table 1 - Equipment

Item	Description	Qty
Avigilon NVR Workstation 8.0 TB Storage	HD-NVRWS3-8TB-NA NVR Workstation, 8.0 TB Storage, NA Power Cord	1
Avigilon ACC 8 Device License Enterprise	ACC 5 Enterprise License for up to 8 Camera Channels and Unlimited Viewing Clients	1
3.0C-H4A-D01-IR	3.0 Megapixel WDR, LightCatcher, Day/Night, Outdoor Dome, 3-9mm f/1.3 P-iris lens, Integrated IR, Self-Learning Video Analytics	1
Avigilon H4 MultiSensor 32 MP	32C-H4A-4MH-360 4X8 MP, WDR, LightCatcher 4mm Cameral only	5
IRPTZ-MNT-WALL1	Mount Pendant Arm H4IRPTZ	5
Avigilon H4-MT-POLE1	Pole Mount Adapter for use with H4A-MT-WALL1, H4-BO-JBOX1, H4SL, H4F AND H4 PTZ Cameras	5
H4MH-AD-PEND1	Outdoor Pendant Mount Adapter	5
Avigilon Dome Bubble Cover	H4AMH-DO-COVR1 Dome Bubble and Cover for Outdoor Surface Mount or Pendant Mount, Clear	5
H4AMH-AD-IRIL1	Optional IR Illuminator Ring, up to 30m (100ft)	5
POE-INJ2-60W-NA	Indoor Single Port Gigabit PoE++60W North American Power Cord included	5
Ubiquiti Nano M5	Ubiquiti Rocket 5AC Prism Gen2 airMAX ac 5GHz BaseStation 500+Mbps with airPrism Technology (RP-5AC-Gen2-US)	6
Ubiquiti	Ubiquiti airMAX ac 2x2 BaseStation Sector Antenna (AM-5AC21-60)	1
Lot Hardware	Cable, Connectors, and Miscellaneous Mounting Hardware	8
Equipment	Server L Bracket for Wall Mounting	1

Contractor is to provide the following - unless otherwise indicated:

Table 2 - Services

Item	Description
Project Management	Contractor to Provide On and Off Site Project Management
Cameral Installation	Run Cable Infrastructure; Install five Avigilon H4 MultiSensor 32MP LightCatcher 4mm Cameras
Focus and Adjust Cameras	Contractor to Provide Initial Focusing and Adjustment of Cameras
Program the System	Contractor to Provide Initial System Programming
Training	Contractor is to Provide Training of Basic Functions with Designated City Staff
Manufacturer provided Technical Support	Manufacturer - 24/7 Technical Support for the life of the equipment
Warranty	Contractor - Ninety Day Warranty on Labor
	Contractor - One Year Warranty on Parts
	Manufacturer - Three Year Manufacture Advanced Replacement Warranty

The City of Berkeley is to provide the following:

High Speed Internet	
Static IP Address	

EXHIBIT B

PAYMENT

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit, including the following:

- Project Title
- Contract Number
- Purchase Order Number
- Contractor Project Manager and/or Point of Contact
- Detailed description of:
 - Work completed
 - Date completed

Invoices must be accompanied by receipt for services in order for payment to be processed, and be mailed / emailed to:

City of Berkeley
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: Public Works Department
Building Facilities Electrical Division Supervisor
accountspayable@cityofberkeley.info

For services rendered as outlined in Exhibit A – Scope of Services, the City will pay Contractor \$29,985.00 for purchase and installation of equipment, plus an additional amount for shipping costs and any as-needed additional project-related services as directed by the City for an amount not to exceed \$35,000.

EXHIBIT C

Edgeworth Service Level Agreement - SLA

Standard Maintenance Provides routine maintenance and access to our callout services, Callout, labor and materials charges will apply. Note: All levels of support include 24/7 Phone support with remote TeamViewer diagnostic/repair.

Service	Standard
Support 24/7 Telephone support from our Help Desk/Engineering/Remote Monitoring Station	Yes
Availability Agents available 24/7/365 * Subject to additional charges and engineer availability / remote assistance availability	Yes *
Response Levels –Intruder/CCTV/Access (this could be remote or physical depending on fault) 72 Hour Service Engineering Support	Yes
Response Levels –Intruder/CCTV/Access (this could be remote or physical depending on fault) 48 Hour Service Engineering Support	X
Physical and Remote Inspections Number & Type of routine depends on system type & connection	Yes
Adjustments Minor System/Programming Adjustments during inspection	Yes
Warranty 12-month warranty for new equipment *(labor charges incur after 3 months)	Yes *
Security Review Free Security Review	Yes
Service Call /Labor Charges Engineer Service Call charges included	X
Materials Replacement parts on new equipment (failure due to fault & general wear and tear)	X
Free Upgrades Firmware upgrades free on Edgeworth Equipment	X

**REQUEST FOR WAIVER OF COMPETITIVE SOLICITATION
BY CITY MANAGER**

DATE: 12/7/2018
TO: Dee Williams-Ridley, City Manager
FROM: Phil Harrington – Public Works Director
DEPT. Public Works – Facilities Bldg Mtce Division

REQUEST FOR WAIVER

Personal Services Contract between the City of Berkeley and Edgeworth Integration, LLC
For the Installation and Use of an Avigilon Video Surveillance System at San Pablo Park.
Total Contract Not To Exceed Amount \$35,000.

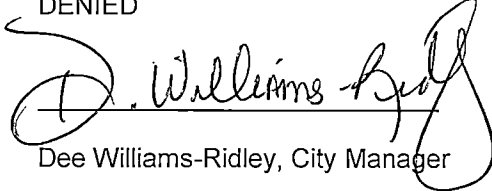
INSTRUCTIONS:

A written request must be submitted for a waiver consideration. Please complete and forward to City Manager.

We are requesting a waiver on the above contract for the following reason(s). Explanation must clearly state why this exception meets the required criteria. For details see section on Evidence of Competitive Solicitation online.

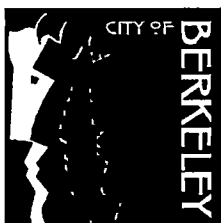
1. This product or service can only be provided by this contractor because Edgeworth Integration is the sole vendor/contractor for purchase and installation of Avigilon surveillance products. Other manufacturer brands of surveillance equipment were considered but none provides the same functionality and reliability as the Avigilon line of video surveillance equipment and systems.
2. The reason for this request is that on October 16, 2018, pursuant to Berkeley Municipal Code section 2.99,020(5), the City Council approved a declaration that "Exigent Circumstances" exist authorizing the expedient installation of cameras in San Pablo Park.

WAIVER IS RECOMMENDED
DENIED


Dee Williams-Ridley, City Manager

1/28/19
Date

ask for approval



Office of the Mayor

CONSENT CALENDAR
October 16, 2018

To: Honorable Members of the City Council
From: Mayor Jesse Arreguín, Councilmembers Linda Maio and Sophie Hahn
Subject: Approving Installation of Cameras at San Pablo Park and Environmental Safety Assessment

RECOMMENDATION

Adopt the following recommendations to address violent crime in and around San Pablo Park:

1. Pursuant to Berkeley Municipal Code Section 2.99.020(5) declare that "Exigent Circumstances" exist given the recent gun violence in and around San Pablo Park. Recent violence includes a shooting incident on August 18, 2018 in San Pablo Park resulting in injuries, and a shooting incident in front of 2947 Sacramento Street on September 21, 2018 resulting in a victim in serious condition. The recent gun violence is an emergency which presents an imminent and potential danger of injury or death to persons in and around San Pablo Park.

Therefore, the City Council finds that these conditions meet the definition of "Exigent Circumstances" and approves the installation and use park cameras in San Pablo Park, and requests that the City Manager install cameras as expeditiously as possible. Long-term use of cameras requires City Council approval within 90 days after commencement of the surveillance technology as required by Berkeley Municipal Code Section 2.99.040.

2. Refer to the City Manager to perform an environmental safety assessment of San Pablo Park with a focus on crime prevention specifically around the areas of recent shooting incidents.

Both recommendations shall be considered Short-Term Referrals.

BACKGROUND

On August 18, 2018, a shooting took place in San Pablo Park in which three people, including two innocent bystanders, were injured. The shooting took place in broad daylight while many families and children were using the park. This incident was one in several shootings which have occurred in the San Pablo Park neighborhood over the past two years.

On August 28, 2018, Mayor Arreguin and Councilmember Davila held a community meeting to address recent gun violence in the neighborhood. Several suggestions were recommended to deter and address crime in the area, including some that have already been implemented. This includes the deployment of two additional police officers on an overtime basis to patrol the Park and surrounding area. Another recommendation suggested by community members includes the installation of park cameras with signage notifying individuals that there are cameras and they may be under surveillance. An environmental safety assessment can also be an effective way at reducing crime in an area. Such an assessment focuses on ways in which the built environment can be modified to reduce the likelihood of future violence.

The August 18, 2018 shooting is one of multiple shootings that have taken place in San Pablo Park and the surrounding neighborhood over the past few years, creating a great deal of fear. A multi-pronged approach is necessary to addressing the concerns of the community and reducing violence in the area. Recent communications from constituents show a strong desire to move expeditiously the installation of cameras in San Pablo Park.

While surveillance cameras have long been used in jurisdictions as a tool to reduce crime, only recently have studies been done to determine the effectiveness of their usage. In a 2011 study by the Urban Institute's Justice Policy Center, it concluded that not only are they effective at reducing crime, but the cost of installing and maintaining them is less than the costs associated with crimes that take place without them¹.

Efforts are currently underway by the Police Department, in conjunction with the Public Works and Parks, Recreation, and Waterfront Departments, to review possible locations for the installation of park cameras. However, under the Surveillance Technology Use and Community Safety Ordinance, the City Manager may use Surveillance Technology provided it is necessary to address "Exigent Circumstances". BMC Section 2.99.020(5) defines "Exigent Circumstances" as *"means the City Manager's good faith belief that an emergency involving imminent danger of death or serious physical injury to any person, or imminent danger of significant property damage, requires use of the Surveillance Technology or the information it provides."*

This item requests a declaration that "Exigent Circumstances" exist given the recent violent crime in and around San Pablo Park and authorizes the installation of cameras on a short-term basis to address "Exigent Circumstances". The City Manager has requested that City Council take this action to approve the installation of cameras.

¹ <https://www.urban.org/sites/default/files/publication/27546/412401-Evaluating-the-Use-of-Public-Surveillance-Cameras-for-Crime-Control-and-Prevention-A-Summary.PDF>

Additionally, City Staff has begun the process of performing an environmental safety assessment. Given the expressed urgency of neighbors to address the recent shootings, the purpose of this request is to prioritize and accelerate this process.

FINANCIAL IMPLICATIONS

Unknown

ENVIRONMENTAL SUSTAINABILITY

No environmental impacts.

CONTACT PERSON

Mayor Jesse Arreguín 510-981-7100

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: Edgeworth Integration, LLC

Address: 2360 Shasta Way Unit F.

Business License#: 1034768

Occupational Category: _____ (See reverse side for explanation of terms)

	Total Employees		White		Black		Asian		Hispanic		Other	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators	3	3	2	2					1			1
Professionals												
Technicians		10		2						6		2
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (Specify) Sales Representatives		3		3								
TOTALS:												

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

If yes, please specify: Male: ___ Female: X Indicate ethnic identification White

Do you have a Non-Discrimination policy? Yes X No ___

Signed: [Signature] Date: 11-28-2018

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer 8/91

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
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.

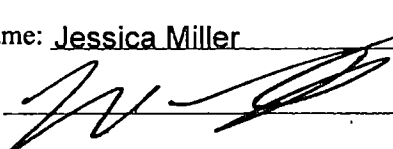
"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such 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: Jessica Miller Title: Office Manager

Signature:  Date: 12/4/2018

Business Entity: Edgeworth Integration, LLC

Contract Description/Specification No. _____

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

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

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

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

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

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

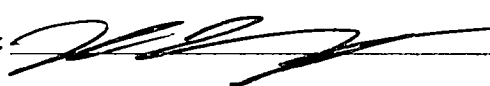
- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive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

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

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

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

Printed Name: Jessica Miller Title: Office Manager

Signature:  Date: 11-28-18

Business Entity: Edgeworth Integration, LLC

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: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

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

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

Section I.

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

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES NO

If **no**, this contract is **NOT** subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions **1(a)** and **1(b)** this contract **IS** subject to the LWO. If you responded "NO" to **1(b)** this contract **IS NOT** subject to the LWO. Please continue to Section II.

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

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO

If **no**, this Contract is **NOT** subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **2(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions **2(a)** and **2(b)** this contract **IS** subject to the LWO. If you responded "NO" to **2(b)** this contract **IS NOT** subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:


THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

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

Printed Name: Jessica Miller Title: Offica Manager

Signature:  Date: 11/28/2018

Business Entity: Edgeworth Integration, LLC,

Contract Description/Specification No: _____

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.

Public Works
Department Name

KATH MARIN
Department Representative

To be completed by Contractor/Vendor

Form EBO-1 CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Form with fields: Name: Edgeworth Integration, LLC; Vendor No.; Address: 1000 Commerce Dr. 2nd Floor; City: Pittsburgh; State: PA; ZIP: 15275; Contact Person: Brandon Haddad; Telephone: 650-787-4984; E-mail Address: bhaddad@edgeworthsecurity.com; Fax No.: 805-915-0212

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.

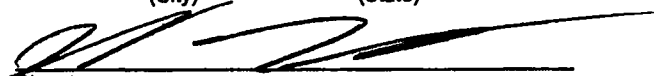
SECTION 5. CERTIFICATION

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 28th day of November, in the year 2018, at Simi Valley, CA
(City) (State)

Jessica Miller
Name (please print)

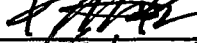
Office Manager
Title


Signature

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: 1/23/19
Kerth MORIO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0G19762
Momentous Insurance Brokerage Inc
5990 Sepulveda Blvd., #550
Van Nuys, CA 91411
CONTACT NAME:
PHONE (A/C, No, Ext): (818) 933-2700
FAX (A/C, No): (818) 933-2701
INSURER(S) AFFORDING COVERAGE
INSURER A: Allied World Surplus Lines Insurance Company 24319
INSURER B: Allied World Assurance Company 19489
INSURER C: Everest National Insurance Company 10120
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: San Pablo Park installation

The City of Berkeley, its officers, agents, volunteers and employees are named as additional insureds for claims arising out of the negligence of the Named Insured where required by written contract, per form CG2010 and CG2037 attached.

CERTIFICATE HOLDER CANCELLATION

City of Berkeley Department of Public Works
Streets and Operations Division
2180 Milvia Street
Berkeley, CA 94704
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>Blanket Basis – Any entity that the named insured through written contract or agreement agrees to include as an additional insured.</p> <p>Item b of Section IV – commercial liability conditions is amended by the addition of the following: (3) this insurance is primary and /or non contributory to any coverage afforded to the "additional insured" if a written contract or agreement states the named insured agrees to name a person or entity as an additional insured.</p>	<p>Any</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Person Or Organization:</p> <p>Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket - As required by written contract or agreement	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Edgeworth Security LLC</p> <p>Endorsement Effective Date: 11/05/2018</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy #53000044354-181

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Edgeworth Integration LLC

COB Business License: BLA-2018-000044

Record ID: BLA-2018-000044

Menu Reports Help

Go To Summary License Information Address (1) Contacts (1) Related Records Renewal (0) Renewal Info Workflow

File Date: 01/09/2018

Application Status: Approved

Business Description: SECURITY SYSTEMS-INSTALL.DESIGN.IMPLEMENT.MONITOR

Application Detail: Detail

Application Type: Professional SemiProfessional License Application

Address: 0 VARIOUS, BERKELEY, CA 94704

Owner Name:

Owner Address:

Doing Business As (DBA): EDGEWORTH INTEGRATION LLC

Parcel No: 777777777777

Contact Info:	Name	Organization Name	Contact Type	Relationship	Address	Status	Contact Start Date	Contact End Date
	<u>C/O STEFANIE ROGERS</u>		Business Owner		<u>1257 QUARRY LN ...</u>	Active	<u>01/09/2018</u>	

Total Fee Assessed: \$77.00

Total Fee Invoiced: \$77.00

Balance: \$0.00

Application Comments: View ID Comment Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Edgeworth Integration, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 1000 Commerce Dr. 2nd Floor	Requester's name and address (optional) City of Berkeley 1326 Allston Way Berkeley, California 94702
6 City, state, and ZIP code Pittsburgh, PA 15275	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>												

OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 11-28-18
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

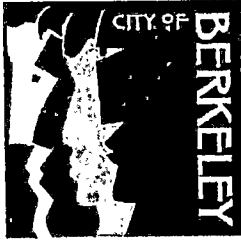
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Berkeley
Finance Department - General Services Division

Vendor Information Application

PLEASE TYPE OR PRINT CLEARLY IN INK

For City Use Only
Vendor Code
Rec'd
LBE

Business Information (all information must be completed)

Business Name Edgeworth Integration, LLC Year Est. 2017 No. of Employees 21

Name (as shown on your Income tax return) Edgeworth Integration, LLC

Check Payable to Name: Edgeworth Integration, LLC

Street Address 1257 Quarry Ln. Ste. 125 City Pleasanton St CA Zip 94566

Remit-to Address 1000 Commerce Dr. 2nd Floor City Pittsburgh St PA Zip 15275

Contact Person(s) Brandon Haddad Phone(s) 650-787-4984 Fax 805-915-0212

Email Address bhaddad@edgeworthsecurity.com CA State Sales Permit No. 103139330

Federal Tax I.D. No. or Social Security No.

State Tax I.D. No. City of Berkeley Business License No.

Prompt Payment Discount % Number of Days Net 30 Days

Please check if business is qualified for the City's "Buy Berkeley" local bidding preference (5% below \$25K on goods and non professional services. The business has a fixed office or distribution point within the City and a City Business License.)

Important: Indicate on the following pages those products and supplies the firm wishes to supply to the City.

Company Ownership

Individual/Sole Proprietor [X] L.L.C [] Corporation [] S Corp. [] Partnership
[] Other (specify)

Certification: Under penalties of perjury, I certify that the taxpayer identification number(s) all other information provided herein are correct

Brandon Haddad

Name (print)
[Signature]

Signature of Company Officer

11-28-2018
Date

650-787-4984
Phone

PLEASE NOTE: IF THERE IS NO BUSINESS CONDUCTED DURING ONE YEAR YOUR ACCOUNT WILL BE INACTIVATED.

PRODUCT & SERVICE CODES

Major class and sub-class (Number/Description)

Please read the following commodity code list and check or highlight the commodity class(es) and subclasses for which you wish to be considered in bidding. This information will be placed in our vendor selection file. If you are a service oriented company or if part of your company is service oriented, please list those services beginning on page 4. Please note the detailed computer-related codes beginning on page 7.

For City Use Only	
Vendor Code	_____
Rec'd	_____
LBE	_____

592002

PRODUCT COMMODITIES – NOT A SERVICE (SEE PAGE 4)

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> 005 ABRASIVES <input type="checkbox"/> 010 ACOUSTICAL TILE, INSULATING MATERIALS <input type="checkbox"/> 015 ADDRESSING, COPYING, Mimeo & SPRIT DUPLICATING MACHINE SUPPLIES <ul style="list-style-type: none"> o 015 15 – Chemicals & supplies, dry o 015 16 – chemicals & supplies, wet <input type="checkbox"/> 020 AGRICULTURAL EQUIPMENT IMPLEMENTS AND ACCESSORIES <ul style="list-style-type: none"> o 020 04 – Brush & tree chippers o 020 15 – Cutters & shredders (mowers) o 020 33 – Garden tractors, cultivators & plows o 020 68 – Mower, center mounted & tractor <input type="checkbox"/> 022 AGRICULTURAL IMPLEMENT AND ACCESSORY PARTS <input type="checkbox"/> 025 AIR COMPRESSORS & ACCESSORIES <input type="checkbox"/> 031 AIR CONDITIONING, HEATING & VENTILATING <input type="checkbox"/> 037 AMUSEMENT, DECORATIONS, TOYS <ul style="list-style-type: none"> o 037 34 – Decorations: Christmas, party, etc. o 037 78 – Souvenirs: promotional, advertising, etc. <input type="checkbox"/> 040 ANIMALS, BIRDS & MARINE LIFE <ul style="list-style-type: none"> o 040 03 – Animal care supplies o 040 04 – Animal care training equipment & supplies <input type="checkbox"/> 045 APPLIANCES & EQUIPMENT, HOUSEHOLD TYPE <input type="checkbox"/> 050 ART EQUIPMENT & SUPPLIES <input type="checkbox"/> 052 ART OBJECTS <input type="checkbox"/> 055 AUTOMOTIVE ACCESSORIES FOR AUTOS, BUSES <input type="checkbox"/> 060 AUTOMOTIVE MAINTENANCE ITEMS & REPAIR/REPLACEMENT PARTS <ul style="list-style-type: none"> o 060 12 – Batteries, storage & electrolyte o 060 35 – Cooling system: radiators, complete & cores o 060 36 – Electrical accessories o 060 38 – Engines, diesel (automotive) o 060 40 – Engines, gasoline o 060 42 – Filters: air, fuel & oil o 060 47 – Fuel system; carburetors & kits, fuel pumps o 060 61 – Hydraulic system components & parts o 060 63 – Ignition system: condensers, points, rotors o 060 64 – Lubricating system & parts | <ul style="list-style-type: none"> o 060 75 – Retread rubber o 060 94 – Transmissions <input type="checkbox"/> 065 AUTOMOTIVE BODIES, ACCESSORIES & PARTS <ul style="list-style-type: none"> o 065 05 – Aerial ladders & towers o 065 10 – Bodies, utility o 065 27 – Derrick, digger, truck mounted o 065 30 – Dump bodies, hoist subframes, etc. o 065 75 – Refuse/garbage collect, bodies & parts o 065 85 – Tool compartment box (for trucks) <input type="checkbox"/> 070 AUTOMOTIVE VEHICLES & RELATED TRANSPORTATION <ul style="list-style-type: none"> o 070 06 – Automobiles & station wagons o 070 12 – Motorcycles, accessories & parts o 070 22 – Off-road vehicles (tracked or wheeled) o 070 42 – Short wheelbase, 2&4-wheel drive o 070 47 – Trucks, cab & chassis only o 070 48 – Trucks (one ton and less capacity) o 070 51 – Trucks (over one ton capacity) o 070 53 – Trucks (with special bodies) aerial ladders, buckets o 070 57 – Trucks, fire protection & crash rescue o 070 92 – Vans, cargo <input type="checkbox"/> 075 AUTOMOTIVE SHOP EQUIPMENT & SUPPLIES <ul style="list-style-type: none"> o 075 44 – Lifts & Hoists, Floor <input type="checkbox"/> 080 BADGES, EMPLEMS, NAME TAGS & PLATES <input type="checkbox"/> 085 BAGS, BAGGING, TIES & EROSION CONTROL EQUIPMENT <input type="checkbox"/> 095 BARBER & BEAUTY SHOP EQUIPMENT <input type="checkbox"/> 100 BARRELS, DRUMS, KEGS & CONTAINERS <input type="checkbox"/> 105 BEARINGS (EXCEPT WHEEL BEARINGS AND SEALS) <input type="checkbox"/> 110 BELTS & BELTING: CONVEYOR, ELEVATOR POWER <input type="checkbox"/> 115 BIOCHEMICALS, RESEARCH <input type="checkbox"/> 120 BOATS, MOTORS & MARINE & WILDLIFE SUPPLIES <input type="checkbox"/> 125 BOOKBINDING SUPPLIES <input type="checkbox"/> 135 BRICKS & OTHER CLAY PRODUCTS <input type="checkbox"/> 140 BROOM, BRUSH & MOP <input type="checkbox"/> 145 BRUSHES (not otherwise classified) | <ul style="list-style-type: none"> <input type="checkbox"/> 150 BUILDERS' SUPPLIES <input type="checkbox"/> 155 BUILDINGS & STRUCTURES: FABRICATED & PREFAB <input type="checkbox"/> 165 CAFETERIA & KITCHEN EQUIPMENT, COMMERCIAL <input type="checkbox"/> 175 CHEMICAL LABORATORY EQUIPMENT & SUPPLIES <input type="checkbox"/> 180 CHEMICAL RAW MATERIALS <input type="checkbox"/> 190 CHEMICALS & SOLVENTS COMMERCIAL (IN BULK) <input type="checkbox"/> 192 CLEANING COMPOSITIONS, DETERGENTS, SOLVENTS <input type="checkbox"/> 193 CLINICAL LABORATORY REAGENTS & TESTS <input type="checkbox"/> 195 CLOCKS, TIMERS, WATCHES <input type="checkbox"/> 200 CLOTHING, APPAREL, UNIFORMS & ACCESSORIES <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">CHECK ALL THAT APPLY and go to specialized computer listings below (page 7)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 204 COMPUTER HARDWARE & PERIPHERALS <input type="checkbox"/> 205 COMPUTERS & INFORMATION <input type="checkbox"/> 207 COMPUTER ACCESSORIES & SUPPLIES <input type="checkbox"/> 208 COMPUTER SOFTWARE </div> <ul style="list-style-type: none"> <input type="checkbox"/> 210 CONCRETE & METAL CULVERTS, PILINGS, PIPE <ul style="list-style-type: none"> o 210 45 – Meter boxes & concrete pull boxes o 210 60 – Primary splice boxes <input type="checkbox"/> 220 CONTROLLING, INDICATING, MEASURING, MONITORING <input type="checkbox"/> 225 COOLERS, DRINKING WATER (WATER FOUNTAINS) <input type="checkbox"/> 232 CRAFTS, GENERAL <input type="checkbox"/> 233 CRAFTS, SPECIALIZED <input type="checkbox"/> 240 CUTLERY, DISHES, FLATWARE, GLASSWARE, TRAYS <input type="checkbox"/> 255 DECALS & STAMPS <input type="checkbox"/> 265 DRAPERIES, CURTAINS & UPHOLSTERY MATERIAL <input type="checkbox"/> 280 ELECTRICAL CABLES & WIRES (NOT ELECTRONIC) <ul style="list-style-type: none"> o 280 08 – Appliance/fixture/portable cables & wires o 280 16 – Bare cables & wires o 280 24 – Building cables/wires, single or multicond. |
|---|--|---|

- o 280 30 - Control cables & wires, solid or stranded
- o 280 40 - Guy wires & cables
- o 280 58 - High voltage cables & wires
- o 280 70 - Telephone cables & wires
- ☒ **285 ELECTRICAL EQUIP./SUPPLIES (EXCEPT CABLE/WIRE)**
 - o 285 03 - Arresters, lighting
 - o 285 10 - Cable accessories: clamps, clasps, clips
 - o 285 19 - Conduit & fittings, plastic
 - o 285 28 - Cutouts, pole line type
 - o 285 34 - Fuses, fuse blocks & holders
 - o 285 40 - Grounding rods & fittings
 - o 285 42 - Insulating materials: compounds, varnish, etc.
 - o 285 46 - Lamps: automotive & miniature
 - o 285 50 - Lamps: fluorescent, incandescent, mercury vapor
 - o 285 56 - Lighting fixtures, outdoor
 - o 285 60 - Locators, cable
 - o 285 61 - Meters, indicating & recording
 - o 285 74 - Pole line hardware: arms, bolts, braces
 - o 285 76 - Streetlights & standards
 - o 285 78 - Structural supports & racks
 - o 285 81 - Tools, electricians' & linemen's
 - o 285 86 - Transformers (for power distribution centers)
 - o 285 92 - Wire markers
 - o 285 93 - Wire molding, raceways, accessories
 - o 285 95 - Wiring devices: adapters, caps, connectors
- ☒ **287 ELECTRONIC COMPONENTS, PARTS/ACCESSORIES/EQUIPMENT**
 - o 287 12 - Batteries & hardware (For electron. equip.)
 - o 28 724 - Circuit boards, modular, printed
 - o 287 42 - Microprocessors (CPU, chips, etc.)
 - o 287 54 - Power supplies, computer room
 - o 287 80 - Testing equipment & systems, electronic meter
 - o 287 96 - Wire & cable, electronic
- ☐ **290 ENERGY COLLECTING EQUIPMENT & ACCESSORIES**
- ☐ **295 ELEVATORS, BUILDING TYPE**
- ☐ **300 - EMBOSHING & ENGRAVING**
 - o 300 20 - Certificates & awards, engraved
- ☐ **305 ENGINEER/SURVEY/DRAWING EQUIPMENT/SUPPLIES**
 - o 305 28 - Drafting & drawing instruments
 - o 305 32 - Drafting machines & scales
 - o 305 33 - Drafting supplies
 - o 305 38 - Duplicator paper, blue print, etc.
 - o 305 39 - Duplicator paper, chemicals and supplies
 - o 305 40 - Duplicators: blue print, diazo, etc.
 - o 305 42 - Engineering supplies, miscellaneous
 - o 305 60 - Measuring equipment
 - o 305 78 - Surveying instruments
- ☐ **310 ENVELOPES, PLAIN OR PRINTED**
 - o 310 06 - Envelopes, clasp, string, etc.
 - o 310 39 - Envelopes, printed continuous forms
 - o 310 48 - Envelopes, printed, stock sizes
 - o 310 60 - Envelopes, recycled paper
 - o 310 67 - Envelopes, shipping & mailing
- ☐ **315 EPOXY-BASED FORMULATIONS**
- ☐ **318 FARE COLLECTION EQUIPMENT & SUPPLIES**
 - o 318 85 - Ticket vending machine
- ☐ **320 FASTENING, PACKAGING, STRAPPING EQUIP./SUPPLY**
 - o 320 22 - Bolts, nuts, & washers, etc.
- ☐ **325 FEED, BEDDING, VITAMINS, ETC. FOR ANIMALS**
 - o 325 05 - Animal food For zoo & farm animals
- ☐ **330 FENCING**
 - o 330 13 - Chain link fencing & fittings
 - o 330 95 - Wood fencing & gates, all types
- ☐ **335 FERTILIZERS & SOIL CONDITIONERS**
- ☐ **340 FIRE PROTECTION EQUIPMENT & SUPPLIES**
 - o 340 07 - Breathing apparatus, self-contained
 - o 340 28 - Fire extinguishers
 - o 340 40 - Fire suppression hand tools
 - o 340 41 - Fires suppression foam
 - o 340 56 - Hose, fire & fittings
 - o 340 60 - Hydrants, fire
- ☐ **345 FIRST AID & SAFETY EQUIPMENT & SUPPLIES**
 - o 345 08 - Clothing & belts, safety
 - o 345 48 - Gloves, safety: electrician's; lineman's
 - o 345 56 - Hats & helmets, safety
 - o 345 64 - Head, ear, eye & face protection
 - o 345 72 - Mask, filters & parts: dust & gas
- ☐ **350 FLAGS, FLAG POLES, BANNERS & ACCESSORIES**
- ☐ **360 FLOOR COVERING, FLOOR COVERING INSTALLATION**
- ☐ **365 FLOOR MAINTENANCE MACHINES, PARTS & ACCESSORIES**
- ☐ **395 FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABEL**
- ☐ **400 FOUNDRY CASTINGS, EQUIPMENT & SUPPLIES**
- ☐ **405 FUEL, OIL, GREASE & LUBRICANTS**
- ☐ **415 FURNITURE: LABORATORY**
- ☐ **420 FURNITURE: CAFETERIA, DORMITORY, HOUSEHOLD**
- ☐ **425 FURNITURE: OFFICE**
- ☐ **430 GASES, CONTAINERS, EQUIPMENT: LABORATORY, MEDICAL**
- ☐ **435 GERMICIDES, CLEANERS & RELATED SANITATION**
- ☐ **440 GLASS & GLAZING SUPPLIES**
- ☐ **445 HAND TOOLS (POWERED & NON-POWERED)**
- ☐ **450 HARDWARE & RELATED ITEMS**
- ☐ **460 HOSE, ACCESSORIES & SUPPLIES**
- ☐ **465 HOSPITAL & SURGICAL EQUIPMENT & SUPPLIES, INSTITUTIONAL**
- ☐ **470 HOSPITAL & SURGICAL EQUIPMENT & SUPPLIES, INVALID**
- ☐ **475 HOSPITAL, SURGICAL & MEDICAL ACCESSORIES**
- ☐ **485 JANITORIAL SUPPLIES, GENERAL LINE**
- ☐ **490 LABORATORY EQUIPMENT & ACCESSORIES, GENERAL**
- ☐ **493 LABORATORY EQUIPMENT & ACCESSORIES, BIOCHEMICAL**
- ☐ **495 LABORATORY & FIELD EQUIPMENT & SUPPLIES**
- ☐ **515 LAWN MAINTENANCE EQUIPMENT, MACHINES & SUPPLIES**
- ☐ **525 LIBRARY & ARCHIVAL EQUIPMENT, MACHINES & SUPPLIES**
- ☐ **540 LUMBER & RELATED PRODUCTS**
- ☐ **545 MACHINERY & HARDWARE, INDUSTRIAL**
 - o 545 06 - Chair holts
 - o 545 09 - Chain saw
 - o 545 52 - Oil spillage containment & recovery equipment
- ☐ **550 MARKERS, PLAQUES, SIGNS & TRAFFIC CONTROL**
 - o 550 04 - Boads, glass, sign & stripe
 - o 550 20 - Flares & fuses
 - o 550 38 - Parking meters & area control equipment
 - o 550 41 - Posts, flexible (for delineator markers)
 - o 550 45 - Sheeting, reflectorized (general)
 - o 550 72 - Stripes & legends, plastic prefabricated
- ☐ **555 MARKING & STENCILING DEVICES**
- ☐ **556 MASS TRANSPORTATION, TRANSIT BUS**
- ☐ **557 MASS TRANSPORTATION, TRANSIT BUS ACCESSORIES**
- ☐ **560 MATERIAL HANDLING & STORAGE EQUIPMENT**
 - o 560 26 - Conveyors, hydraulic
 - o 560 75 - Trucks, lift, powered: fork lifts, etc.
 - o 560 81 - Trucks, platform
- ☐ **570 METALS: BARS, PLATES, RODS, SHEETS, STRIPS**
- ☐ **575 MICROFICHE & MICROFILM EQUIPMENT, ACCESSORIES**
- ☐ **578 MISCELLANEOUS PRODUCTS**
 - o 578 35 - Election equipment & supplies

- ☐ 840 TELEVISION EQUIPMENT & ACCESSORIES
 - 840 40 – Recording type, video & video cassettes
 - 840 69 – Video camera-recorder
 - 840 70 – Video cameras, accessories & parts
 - 840 71 – Video cassette recorders (VCRs)
- ☐ 845 TESTING APPARATUS & INSTRUMENTS
- ☐ 850 TEXTILES, FIBERS, HOUSEHOLD LINENS & PIECE GOODS
- ☐ 855 THEATRICAL EQUIPMENT & SUPPLIES
 - 855 22 – Curtains, cycloramas, draperies, drops
 - 855 46 – Lighting control systems
 - 855 75 – Stage hardware & supplies
- ☐ 860 TICKETS, COUPON BOOKS, SALES BOOKS, ETC.
- ☐ 863 TIRES & TUBES
- ☐ 870 VENETIAN BLINDS, AWNINGS & SHADES
- ☐ 885 WATER & SEWER TREATMENT CHEMICALS
 - 885 32 – Boiler water chemical treating compounds
 - 885 38 – Chlorine, liquefied (in cylinders)
 - 885 59 – Ferric chloride
 - 885 71 – Hydrogen peroxide solution
 - 885 72 – Liquid cationic polymer
 - 885 78 – PH control chemicals: caustic sodas, lime
 - 885 83 – Sodium bisulfite
 - 885 85 – Sodium hypochlorite
 - 885 89 – Sulfur dioxide
- ☐ 890 WATER SUPPLY & SEWAGE TREATMENT EQUIPMENT
 - 890 08 – Chlorination equipment and parts
 - 890 30 – Manhole covers, frames, grates, rings, yokes
 - 890 44 – Meters, water
 - 890 45 – Meter fittings, water accessories & parts
 - 890 46 – Meter reading devices
 - 890 47 – Mixing and agitation equipment
 - 890 64 – Sewer inspection equipment
 - 890 65 – Sewage & waste treating equipment & supplies
 - 890 66 – Sewer lift stations & parts
- ☐ 895 WELDING EQUIPMENT & SUPPLIES
- ☒ Other product commodities not specifically listed: Design and installation of security systems, including but not limited to audio/video recorders, motion detectors, and access control systems

SERVICES – NOT COMMODITIES (see page 1)

- ☐ 905 AIRCRAFT OPERATIONS SERVICE
- ☐ 906 ARCHITECT-ENGINEER & OTHER PROFESSIONAL DESIGN
 - 906 06 – Airports (lighting, fueling, navalds)
 - 906 07 – Architect services
 - 906 20 – Communications systems
 - 906 34 – Freight handling, materials handling
 - 906 38 – General construction
 - 906 40 – Graphic design
 - 906 44 – Heating, ventilating, air conditioning
 - 906 46 – Highways, streets, airport pay-parking lots
 - 906 52 – Interior design, space planning & exhibits
 - 906 56 – Landscape architecture
 - 906 58 – Power generation, transmission, distribution
- ☐ 910 BUILDING MAINTENANCE & REPAIR SERVICES
 - 910 02 – Background music
 - 910 03 – Building cleaning, exterior
 - 910 06 – Carpentry
 - 910 09 – Carpet cleaning
 - 910 11 – Drapery installation & repair
 - 910 13 – Elevator maintenance & repair
 - 910 16 – Energy conservation
 - 910 25 – Flooring to include refinishing & sealing
 - 910 27 – Garbage/trash removal & disposal
 - 910 30 – Glass replacement
 - 910 36 – Heating, ventilating, air conditioning
 - 910 38 – Asbestos installation & removal
 - 910 39 – Janitorial/custodial
 - 910 48 – Locksmith
 - 910 51 – Masonry & concrete
 - 910 53 – Metal work
 - 910 54 – Painting & sandblasting
 - 910 59 – Pest control
 - 910 60 – Plumbing
 - 910 61 – Plant maintenance & repair
 - 910 64 – Relocation, building
 - 910 65 – Remodeling & alteration
 - 910 66 – Roofing, gutters & downspouts
 - 910 68 – Septic tank services
 - 910 69 – Shelters, carports, portable buildings
 - 910 73 – Tile: floors & walls
 - 910 75 – Wall & ceiling repair & replacement
 - 910 76 – Welding
 - 910 78 – Weather & waterproofing
 - 910 79 – Window & door installation, maintenance
 - 910 81 – Window washing
 - 910 82 – Wiring & other electrical
- ☐ 915 COMMUNICATIONS & MEDIA RELATED SERVICES
 - 915 02 – Advertising (Notice of Bid Solicitation)
 - 915 03 – Advertising/public relations

- 915 04 – Advertising, outdoor billboard, etc.
- 915 05 – Answering/paging services
- 915 09 – Audio/video production
- 915 24 – Cable television
- 915 28 – Electronic info. & mailing services
- 915 38 – Film processing
- 915 42 – Film production
- 915 48 – Graphic arts services (not printing)
- 915 58 – Mailing services (incl. collating, packaging)
- 915 59 – Mail services, express
- 915 68 – Microfiche/microfilming
- 915 72 – Photography (not aerial)
- 915 73 – Public information
- 915 74 – Radio commercial production
- 915 77 – Telephone services, long distance & local
- 915 78 – Television commercial production
- 915 79 – Telecommunication service (not otherwise classified)
- 915 84 – Video recording
- ☐ 918 CONSULTING SERVICES
 - 918 04 – Accounting/auditing budget
 - 918 06 – Administrative
 - 918 07 – Advertising
 - 918 08 – Airport master plan
 - 918 12 – Analytical studies & surveys
 - 918 14 – Appraisals
 - 918 15 – Architectural
 - 918 19 – Buildings, structures & surveys
 - 918 26 – Communications: public relations
 - 918 28 – Computer, hardware
 - 918 29 – Computer, software
 - 918 31 – Construction
 - 918 38 – Education & training
 - 918 42 – Engineering
 - 918 43 – Environmental
 - 918 46 – Feasibility studies
 - 918 49 – Finance/economics
 - 918 54 – Furnishings
 - 918 58 – Governmental
 - 918 69 – Insurance
 - 918 70 – Inventory
 - 918 73 – Landscaping
 - 918 75 – Management
 - 918 76 – Marketing
 - 918 85 – Personnel/employment
 - 918 87 – Purchasing
 - 918 95 – Telecommunications

☐ 920 DATA PROCESSING SERVICES & SOFTWARE (check and go to specialized computer listings below, page 7)

- ☐ 924 EDUCATIONAL SERVICES
 - 924 20 – Examination & testing
 - 924 35 – In-service training
 - 924 60 – Not-for-credit classes, seminars, workshops

- 966 PRINTING, PUBLISHING, SILK SCREENING PRODUCTION**
 - o 966 07 - Business cards
 - o 966 12 - Forms, printed all kinds
 - o 966 13 - Check printing
 - o 966 18 - Copying services, repro
 - o 966 16 - Continuous forms
 - o 966 22 - Decal printing
 - o 966 36 - Forms printing
 - o 966 60 - Offset printing (four color)
 - o 966 73 - Publications printed on newsprint
 - o 966 84 - Silk screen printing
- 968 PUBLIC WORKS, CONSTRUCTION & RELATED SERVICES**
 - o 968 06 - Airport roadway construction
 - o 968 08 - Airport taxiway construction
 - o 968 10 - Airport runway construction
 - o 968 17 - Athletic facility construction
 - o 968 18 - Bridge construction
 - o 968 19 - Bridge reconstruction, rehabilitation
 - o 968 20 - Building construction
 - o 968 27 - Culvert construction, pipe
 - o 968 28 - Curb & gutter construction
 - o 968 32 - Demolition
 - o 968 35 - Electric utility trench & excavation
 - o 968 39 - Excavating & tunneling
 - o 968 40 - Foundry services
 - o 968 42 - General construction
 - o 968 43 - Golf course construction, maintenance & repair
 - o 968 47 - Inspection services, construction type
 - o 968 51 - Lighting, street, construction & repair
 - o 968 52 - Major streets, intersection improvement
 - o 968 53 - Major streets, intermittent resurfacing
 - o 968 54 - Major streets, new construction
 - o 968 59 - New street construction & repair (not major)
 - o 968 61 - Painting (bridges, etc.) & pavement marking
 - o 968 62 - Parking lot construction
 - o 968 65 - Pipe line construction & repair (removal & relocate)
 - o 968 66 - Residential street resurfacing (paving)
 - o 968 68 - Sewer & storm drain construction
 - o 968 70 - Sidewalk & driveway construction
 - o 968 77 - Surveying (not aerial or research)
 - o 968 78 - Tank removal, disposal & related services
 - o 968 80 - Traffic sign installation
 - o 968 82 - Traffic signal installation
 - o 968 88 - Tree & shrub removal
 - o 968 90 - Vehicle towing & storage
 - o 968 96 - Water system, mains & service line construction
- 971 REAL PROPERTY, RENTAL OR LEASE**
 - o 971 05 - Booth, convention, exhibit rental
 - o 971 08 - Building, fabricated, rental or lease

- o 971 35 - Land, rental or lease
- o 971 45 - Office space
- o 971 65 - Room rental for conferences, seminars, etc.
- o 971 70 - Storage space rental
- 975 RENTAL OR LEASE SERVICES OF EQUIPMENT**
 - o 975 08 - Agricultural implements & accessories
 - o 975 13 - Asphalt equipment & accessories
 - o 975 14 - Automobiles, trailers, trucks, vans
 - o 975 24 - Construction equipment (not otherwise classified)
 - o 975 26 - Cranes
 - o 975 29 - Concrete equipment & accessories
 - o 975 34 - Earthmoving equipment (grazers, dozers, loaders)
 - o 975 39 - Hydraulic tools & equipment
 - o 975 54 - Pneumatic tools & equipment
 - o 975 66 - Road & highway equipment, not otherwise classified
 - o 975 86 - Trucks & vans
- 977 RENTAL OR LEASE SERVICE OF EQUIPMENT - APPLIANCES**
 - o 977 73 - Trolleys, portable
- 979 RENTAL OR LEASE SERVICES OF EQUIPMENT - ENGINEERING**
 - o 979 35 - Engineering equipment & supplies
 - o 979 81 - Testing & training apparatus, instruments
- 981 RENTAL OR LEASE OF EQUIPMENT - GENERAL EQUIPMENT**
 - o 981 36 - Fencing
- 983 RENTAL OR LEASE SERVICES OF EQUIPMENT - JANITORIAL**
- 985 RENTAL OR LEASE SERVICES OF EQUIPMENT - OFFICE**
 - o 985 26 - Copy machines
 - o 985 47 - Intercam & other sound equipment
 - o 985 55 - Microfiche/microfilm equipment & accessories
 - o 985 59 - Office machines, equipment & accessories
- 988 ROADSIDE, GROUNDS & PARK AREA SERVICES**
 - o 988 15 - Fence installation & repair
 - o 988 20 - Fire break services
 - o 988 52 - Landscaping
 - o 988 63 - Park area construction, renovation
 - o 988 72 - Pest control (other than buildings)
 - o 988 83 - Swimming pool construction, repair & renovation
 - o 988 88 - Tree trimming & pruning
 - o 988 89 - Weed & vegetation control
- 990 SECURITY, FIRE, SAFETY & EMERGENCY SERVICE**
 - o 990 05 - Alarm services
 - o 990 10 - Armored car services
 - o 990 46 - Guard & security services
 - o 990 67 - Patrol services
 - o 990 70 - Polygraph services
 - o 990 77 - Safety training & awareness (highway safety)

- 998 SALE OF SURPLUS & OBSOLETE ITEMS**
 - o 998 06 - Ammunition, explosives & weapons
 - o 998 30 - Confiscated & personal merchandise
 - o 998 37 - Electrical supplies
 - o 998 42 - Fire & police equipment (not otherwise classified)
 - o 998 49 - Garbage & refuse containers
 - o 998 68 - Metals, scrap
 - o 998 69 - Metals, precious
 - o 998 74 - Oils, waste
 - o 998 80 - Public utility equipment
 - o 998 85 - Recyclable materials
 - o 998 93 - Tires & tubes
 - o 998 94 - Vehicles, including autos, trucks & trailers
- Other services not specifically listed:**

RECEIVED
 JAN 30 2013
 CITY OF BERKELEY
 CITY CLERK DEPARTMENT