REQUEST FOR PROPOSALS (RFP)
Specification No. 14-10815-C
FOR
STREET LIGHTING CONVERSION TO LED PROJECT
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals (Contractor) for a Street Lighting Conversion to Light Emitting Diode (LED) Project which would replace existing street lighting with LED equivalents. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). Proposals must be received no later than 2:00 pm, on Thursday, January 23, 2014. All responses must be in a sealed envelope and have “STREET LIGHTING CONVERSION TO LED PROJECT” and Specification No. 14-10815-C clearly marked on the outer most mailing envelope. Please submit one unbound original and six (6) unbound copies of the proposal as follows:

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

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

There will be a mandatory pre-submittal meeting held on Monday, January 6, 2014 at 11:00 a.m. City of Berkeley, Corporation Yard, Willow Conference Room, 1326 Allston Way, Berkeley CA, 94704. For questions concerning the anticipated work, or scope of the project, please contact Lorin Jensen, Supervising Civil Engineer, via email at ljensen@cityofberkeley.info no later than close of business (5:00 p.m.) on Tuesday, January 14, 2014. Answers to questions will not be provided by telephone. Rather, answers to all questions or any addenda will be posted on the City of Berkeley’s site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
General Services Manager

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390
E-mail: finance@ci.berkeley.ca.us Website: http://www.ci.berkeley.ca.us/finance
I. **INTRODUCTION**

The City of Berkeley is soliciting proposals to convert street lighting to Light Emitting Diode (LED) equivalents. The contractor will be expected to produce a turnkey product by implementing the conversion of all street lighting in the City, estimated at approximately 8,000 units, to equivalent LED street lights. The contractor will provide financing options, labor, materials, supplies, equipment, facilities, disposal, photometric analyses, digital reports, and processing for all utility rebates and rate schedules. The Berkeley Street Lighting Conversion to LED Project will replace mostly high pressure sodium (HPS), cobra head and replace or retrofit decorative style street lights to LED, and provide project financing.

II. **Objectives**

The City’s objectives for this project include the following:

- Converting approximately 8,000 existing street lights to LED technology;
- Financing the project cost such that it produces a positive cash flow during the first full year and all subsequent years of the project financing based on energy cost savings;
- Achieving the City’s illumination standard;
- Maximizing energy and energy cost savings;
- Optimizing the environmental benefits of the program (e.g. reductions in greenhouse gases emitted and toxic materials disposed of);
- Minimizing future costs to maintain and replace the converted street lights;
- Completing the project, including receipt of rebates and new monthly electricity rates from Pacific Gas and Electric (PG&E) in a timely manner;
- Minimizing the City’s administration costs and staff time for the street light maintenance;
- Obtaining accurate digital GIS data for all targeted luminaires using GPS technology;
- Developing photometric analyses for lumen delivery and luminance uniformity of representative fixture configurations based on existing and new fixtures;
- Calculating and guaranteeing rebates from PG&E. The selected LED light fixture must qualify for the PG&E rebate program. The firm must apply for the rebates on behalf of the City and ensure that the rebate funds are remitted to the City in a timely manner;

III. **SCOPE OF SERVICES**

1. **General Specifications**

   The project scope shall include:

   1.1. Photometric Analysis – determine existing streetlight placement, height, and street width, and conduct an analysis of the proposed replacement lights to show minimum equivalent or improved lighting levels providing safe and adequate light per listed luminance standard in Attachment N – General Specifications for LED Luminaires. *The information shall be submitted to the City in both digital and hard copies as part of the requirements for the successful proposer to obtain a Notice to Proceed.*

   1.2. Removal and Disposal – removal and disposal of existing luminaire heads and any other discarded materials including all necessary and appropriate temporary traffic control measures compliant with the California Manual of Uniform Traffic Control Devices.

   1.3. Installation – installation of new energy-efficient luminaire heads, or in the case of specific decorative luminaires, or retrofit of the existing decorative luminaires

   1.4. Notification and related work – provide notifications, process paperwork, GPS, and inventory existing street lighting to update City’s and PG&E’s GIS inventories, revise the
rate schedule for the new lights; and apply for appropriate rebates; and related work as necessary.

1.5. **Record Documents** – provide record ("as-built") documentation of installed LED luminaires, GIS data, digital images of nameplates for each replaced fixture, and any applicable warranties, service, maintenance and operations manuals, and similar information.

1.6. **Compliance with all laws** – compliance with all laws and regulations including wage and labor, OSHA requirements, and appropriate safety measures.

1.7. **Provide project financing.** It is the City’s intent to finance the cost of the project through a $3 million, 1% interest rate, 15-year loan from the California Energy Commission and make progress payments to the contractor. However, the contractor must be prepared to provide two financing options (See Attachment I – Bid Sheet and instruction under VI – Submission Requirements, sub-paragraph 9, Cost Proposal, Financial Bid) Financing Option A is the contractor’s financing package for the project cost amount above the California Energy Commission loan amount of $3,000,000. Financial Option B is the contractor’s financing package for the entire project cost amount. Financing Option B is being provided should the California Energy Commission loan of $3,000,000 not be granted to the City of Berkeley in January 2014.

The cost of the project shall be the gross cost, before rebates. Financing shall be for a term not-to-exceed 15 years and the amount of the payments shall not change over the term of the loan. The financing shall be structured to meet the City’s financial objective, i.e., annual debt service payments (vendor loan and CEC loan, if applicable) do not exceed energy cost savings in any given year after project completion. Bidders shall submit financing terms as part of this solicitation. If the City’s financial objectives cannot be met bidders may propose using the net cost, after rebates, as the basis of the project cost. If the City’s financial objectives still cannot be met, Contractor may propose back loading payments to account for a 1% annual increase in electricity costs, as long as the debt service does not exceed the projected energy savings for any given year of the loan. Initial energy costs shall be based on the PG&E’s LS2 tariff (Cal. P.U.C. Sheet No. 33117-E). In accordance with California State law, contractor shall either guarantee that the financing terms meet these objectives or shall accept that debt service payments are contingent upon the City Council approving a budget for the debt service each year.

2. **Project Planning**

2.1 Conduct a thorough/detailed investigation of PG&E billing records, maps and City records to establish the list of street lights for replacement, which are eligible for rebates from PG&E; also conduct on-site physical inspection of all street lights for final verification of GPS coordinates (latitude, longitude), location (closest address), wattage, luminaire physical attributes, City facility ID, PG&E badge number, luminaire type, pole type, pole or bracket height, pole condition (identification of light poles at risk for failure, etc.) (See Attachments J, K, L, M) and;

2.2 Reconcile City Records with PG&E records to confirm ownership of targeted replacements and eligibility for rebates and lower cost tariff (See Attachments L & M);

2.3 Develop and submit required paperwork to reconcile street light billing records and confirm rebate eligibility;
2.4 Conduct photometric analysis for a minimum of 15 representative locations on major and collector streets in the following selected neighborhoods that represent the range of configurations to verify existing conditions and present recommendations for specific luminaires to achieve performance standards in Attachment N – General Specifications for LED Luminaires the required level of lighting for these areas:

2.4.a. Arlington Avenue – 700 Block
2.4.b. University Avenue – Between McGee and Grant Street
2.4.c. San Pablo Avenue – Between University Avenue and Allston Way
2.4.d. Sacramento Avenue – Between Parker Street and Carleton
2.4.e. Martin Luther King Jr Way – Between Virginia Street and Francisco Street
2.4.f. Adeline Avenue – between Prince Street and Woolsey Street
2.4.g. Alcatraz Avenue – Between King Street and California
2.4.h. Ashby Avenue – Between Telegraph Avenue and Ellsworth Street
2.4.i. College Avenue – Between Channing Way and Haste Street
2.4.j. Solano Avenue – Between Ventura Avenue and Ordway Street
2.4.k. Telegraph Avenue – Between Ward Street and Stuart Street
2.4.l. Dwight Way – Between Milvia Street and Shattuck Avenue
2.4.m. Shattuck Avenue – Between Allston Way and Kittredge Avenue
2.4.n. 6th Street – Between Camella Street and Page Street
2.4.o. Hopkins Street – Between Carlotta Street and Colusa Avenue

2.5 Based on the replacements for typical lighting layout configurations, photometric analysis and the mapping data, prepare a Replacement Plan for targeted luminaires that meets the City’s luminance standards. The plan shall list each fixture, associated PG&E Badge Number, PG&E meter number (if applicable), City Facility ID, GIS location, street address, pole height, roadway type, physical fixture type, lamp type, wattage, voltage, replacement model, replacement wattage and verification that the luminance level achieves the City’s luminance standards in Attachment N, General Specifications for LED Luminaires.

2.6 Perform detailed analysis which compares energy consumption and fixture longevity between existing and proposed luminaires;

2.7 Develop 15-year energy (kWh and cost), maintenance cost, and greenhouse gas (GHG) savings projections to ensure results and cost-effectiveness of project options. Initial energy costs shall be based on the PG&E’s LS2 tariff in effect on January 1, 2015. A 1% annual increase should be assumed for electricity rates. GHG savings are to be based on CPUC/E3 projections of average emissions coefficients for PG&E.

2.8 City must approve the final project details and Scope of Work.

3. **Project Implementation**

3.1 Conduct final review of all energy savings and construction cost estimates with the City to ensure accuracy and compliance.

3.2 Purchase qualified luminaires from a vendor authorized by the fixture manufacturer. Contractor shall warrant all labor and replace defective light luminaires and parts thereof for a period of one year from the date of project acceptance.

3.3 Manage deliveries and staging of material to site including any secured storage considerations.
3.4 Provide Traffic Control plans as necessary to be reviewed and approved by City Traffic Engineering Division and obtain all required traffic and street permits.

3.5 Participate in the development of community outreach and notification plan to ensure project awareness and minimize neighborhood disturbance.

Prepare and manage appropriate waste disposal facility and facilitate proper disposal facility of waste material including old luminaires. All excess property for this job shall become the property of the contractor and shall be disposed as necessary in a manner that meets City requirements.

3.6 During installation, comply with all requirements to ensure replacement LED luminaires receive PG&E’s LED Street Light Rebate and LED electric rate schedule.

- Accurately populate PG&E’s Street Light Conversion Worksheet
- Reconcile and update each converted street light pole to reflect the appropriate badge number consistent PG&E records.
- Ensure each newly installed luminaire has been tagged with the correct wattage sticker consistent with American National Standard For Roadway Lighting Equipment, ANSI C136.15

3.7 Install replacement luminaires. Provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation. Ensure installation quality, compliance with project schedule and proper disposal and/or recycling of old luminaires.

3.8 City shall meet with contractor to review installation, work safety, public safety and waste material handling procedures and requirements.

3.9 Inspect final work and correct any “punch list” items.

3.10 Test lights to ensure that they work and identify location where repair needs PG&E assistance.

3.11 Train City personnel in all aspects of routine operation, maintenance, and safety of the LED lighting luminaires installed.

3.12 Attend weekly progress meetings with City staff.

4. **Post Installation Activities Including Administration**

4.1 Following City acceptance, produce final project reporting to City per California Energy Commission and/or Contractor provided financing.

4.2 Prepare all documentation required to receive reimbursement of funds from the CEC on behalf of the City.

4.3 Provide administrative effort required to process and receive all available rebates from PG&E. Applications for rebates shall be done in increments of 2,000 luminaires.

4.4 Provide administrative effort required to process tariff change and amend billing records with PG&E.

4.5 Provide electronic post-construction GIS records for all street lights in the City at no additional cost to the City, which should include at a minimum all the information provided in the Replacement Plan as well as locations in a GIS format (+/- 1 meters),
IV PRE-SUBMITTAL MEETING

A mandatory pre-submittal meeting will be held on January 6, 2014 at 11:00 a.m.:

City of Berkeley Corporation Yard
Willow Conference Room
1326 Allston Way
Berkeley, CA 94704

Attendance is required. The meeting will include a discussion of the project and will answer questions on the RFP. Proposals received from contractors who do not attend the pre-submittal meeting will not be considered.

V. QUESTIONS

Interested contractors are encouraged to promptly notify the City in writing of any apparent inconsistencies, problems, ambiguities in the Scope of Services of this RFP. Any questions and requests for clarifications/additional information shall be submitted to Lorin Jensen, Supervising Civil Engineer, via email at ljensen@cityofberkeley.info no later than close of business (5:00 p.m.) on Tuesday, January 14, 2014. Answer to questions will not be provided by telephone. Rather, answers to all questions or any addenda will be posted on the City of Berkeley’s site at http://www.ci.berkeley.ca.us/Finance/Home/Current_Bid_and_Proposal_Opportunities.aspx It is the vendor’s responsibility to check the site.

VI. SUBMISSION REQUIREMENTS

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

1. Introductory Letter

   The letter shall include the contractor’s name, contact names, mailing address, telephone number, fax number, email address. The letter will address the understanding of the service being requested and any other pertinent information the proposer believes should be included. The letter shall be signed by the individual authorized to bind the contractor to the proposal.

2. Contractor Information, Qualifications, and Experience
The City will only consider submittals from contractors that demonstrate they meet the following background requirements:

1. Ten (10) years operation in the State of California;
2. Installation of a minimum of three (3) turnkey projects for converting a minimum of two hundred fifty (250) HPS luminaires (per project) to LED for energy efficiency;
3. Experienced with projects funded through the California Energy Commission Loan program is preferred;
4. Ability to provide qualified professionals for the project, such as electrical engineers as necessary;
5. Ability to provide emergency service and support;
6. Ability to perform all work within the specified budget; and
7. References (3-5 references) shall include:
   a. Contracting Agency
   b. Contracting Agency Project Manager
   c. Contracting Agency contact information
   d. Contract amount
   e. Date of contract
   f. Date of completion
   g. Vendor Project Manager and contact information
   h. Number of luminaires replaced

3. **Organization and Approach (maximum of 5 pages)**

   3.1 Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available and experience of your team as it relates to this project.
   3.2 Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe how you will address energy efficiencies, your ability to model and verify energy savings.
   3.3 Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project’s Scope of Work as well as the length of employment with the proposing contractor. Key members, especially the project manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. **Scope of Work**

   4.1 Include a detailed Scope of Work Statement describing all services to be provided.
   4.2 Describe project deliverables for each phase of your work.
   4.3 Describe your cost control and budgeting methodology for this project.

5. **Schedule of Work**

   Provide a detailed schedule for all phases of the project, including lead time for product procurement and delivery.

6. **LED Replacement, Project Savings & Project Costs**

   Provide a narrative explanation and supporting documentation that describes how the proposed luminaires will meet the City’s illumination and financial objectives. Explain how the proposed luminaires will meet illumination standards in the most common configurations in the City while minimizing power requirements. Explain how the data provided by the City were used and what assumptions were applied. Bidder shall provide cut sheets and detailed product specifications for all proposed luminaires and retrofits. This section shall not exceed (10) ten 8.5” x 11” pages, excluding product cut sheets and specifications.
7. **Manufacturing Maintenance Limitations**

All luminaires must not have any components which can only replaced by manufacturer-authorized service personnel or contractors.

8. **Contract Terminations:**

**If your organization has had a contract terminated in the last five years, describe such incident.**

Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

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

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

9. **Cost Proposal**

Bidders shall complete the Bid Sheet (Attachment I).

**Line Item Bid**

- **Lighting Fixture Catalogue Number**
  - Propose no more than one manufacturer for bid items 1 and 2 (cobra heads)
  - Propose no more than one manufacturer for each of the other bid items
  - Bidders may specify multiple models within each line item to optimize luminance, energy savings and maintenance objectives.
  - Provide full catalogue numbers for all proposed luminaires.
  - Note: Some line items contain subline items with pole height, existing fixture brands and other data. Bidders do not need to correspond proposed luminaires with these subline items as long as the total number of proposed luminaires is equal to the total number of existing luminaires within each line item.

- **Quantity:** The quantity of luminaires proposed must be equal to the total number of existing luminaires in each line item

- **Initial Lumens:** Enter the initial delivered lumens based on product data sheets.

- **Actual Wattage:** The actual wattage of the fixture as it will be classified under PG&E’s LS2 tariff

- **Total wattage:** Quantity times actual wattage

- **Unit Materials Price:** This shall be the cost of the luminaires, accessories, hardware, shipping, taxes and contractor markup

- **Unit All Other Price:** This shall consist of all other costs for the completion of the scope. There will be no other forms of compensation, with the exception of debt service for financing

- **Total Unit Price:** Sum of Unit Materials Price and Unit All Other Price. This represents the proposed price per fixture for all aspects of the scope of this project. Note, for the house side light control line items, this cell should be left blank. The unit price shall apply as an incremental cost as requested by the City.

- **Item Total:** Total Unit Price times Quantity

- **PG&E Rebates:** The total PG&E rebate for each proposed model

**Alternate**

- Bidder shall specify unit costs for provided drivers that are capable of accepting adaptive controls modules. Provide a price for each proposed product.
Financial Bid

- Financed Amount: For Option A, enter the total bid price less $3 million. If the result is zero or less, enter zero and skip to Option B. For Option B, enter the total bid price.
- Interest rate (APR): Specify the annual percentage rate to be applied to the financed amount
- Term (years): Specify the term (may not exceed 15 years)
- First Full Payment: Enter the amount of the first full annual payment
- Total Contractor Payments: Enter the total amount of payments over the term of the loan
- CEC Loan Payment (Option A only): Enter $216,000 unless the gross project cost is less than $3 million. If so, enter the result of this MS Excel formula: \( \text{pmt}(0.01, 15, \text{gross cost}) \).
- Total Annual Payments: First full contractor loan payment plus CEC loan payment, as applicable.
- Initial Cash Flow: Annual Cost Savings less Total Annual Payments. This must be less than zero.
- Exceptions: If rebates are deducted from the financed amount or if the loan payments vary over time, indicate “Yes” and provide a justification. Such exceptions are discouraged.

VII. SELECTION CRITERIA

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

1. Contractor’s demonstrated experience in completing projects of a similar type. (15%)
2. Costs of providing the entire scope of work. (30%)
3. Ability of proposed luminaires to meet the required specifications. (20%)
4. Ability to achieve reductions in energy consumption and maintenance costs. (20%)
5. Ability to complete the project within the stated schedule. (15% percent)

A selection panel will be convened of staff to evaluate proposals. Once the evaluations of proposals are completed, the City may interview a number of the highest ranked proposers. The City reserves the right to select a proposal without conducting interviews. Once a determination is made, staff will make a recommendation to the City Council, who will award the project.

VIII. PAYMENT

Contract price paid per unit shall be inclusive of all costs, including labor, materials, equipment, services meeting all the requirements in this RFP and all incidental work. Bidders should anticipate that the number of units may vary by no more than +/- 10%.

The estimated value of the PG&E rebate plus 5% of the total contract price shall be withheld until the City accepts the project as complete.

Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley
Public Works Department, Engineering Division
1947 Center Street, 4th Floor
Berkeley, CA 94704
Attn: Lorin Jensen, Supervising Civil Engineer

If the units are not delivered per the requirements of this RFP, a penalty of $100 per day per unit will be assessed. If the bidder cannot deliver, the City will have the right to cancel the contract and go to the next qualified bidder.
The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

IX. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than $3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all contractors. Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all contractors. 

Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

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

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the
Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently $13.34 (if medical benefits are provided) or $15.56 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

F. Berkeley Equal Benefits Ordinance:

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

G. Statement of Economic Interest:

The City’s Conflict of Interest Code designates “consultants” as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

X. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of $5,000,000, automobile liability insurance in the minimum amount of $2,000,000 and a professional liability insurance policy in the amount of $1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker’s Compensation Insurance:

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

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.
The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be printed on both sides of the page whenever practical.

VIII. SCHEDULE (dates are subject to change)

- Issue RFP to potential bidders: December 18, 2013
- Mandatory Pre-Submittal Meeting January 6, 2014
- Questions Due January 14, 2014
- Proposals due from potential bidders January 23, 2014
- Complete Selection Process February 4, 2014
- Council Approval of Contract March 25, 2014
- Award of Contract March 26, 2014
- Sign and Process Contract April 30, 2014
- Notice to proceed May 1, 2014

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

Attachments:

- Check List of Required items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Living Wage Form Attachment E
- Equal Benefits Certification of Compliance Attachment F
- Right to Audit Form Attachment G
- Insurance Endorsement Attachment H
- Bid Sheet Attachment I
- GIS Data – Street light listing Attachment J
- GIS Maps – Street Lights Attachment K
- Summary of City Street Light Inventory Attachment L
- Summary of PG&E Street Light Inventory Attachment M
- General Specifications for LED Luminaires Attachment N
ATTACHMENT A

CHECKLIST

- Proposal describing service (one original and 6 copies)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel (see attachment I. Bid Sheet)
- All items under section VI. Submission Requirements
- The following forms, completed and **signed in blue ink** (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Living Wage Form Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

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

- Provide **original-signed in blue ink** Evidence of Insurance
  - Auto
  - Liability
  - Worker’s Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

For informational purposes only: Sample of Personal Services Contract Exhibit A
**NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS**

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

| Organization: _____________________________________________________________________________________ |
| Address:    __________________________________________________                             |
| Business Lic. #: ___________                                                                 |

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

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

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

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

Signed:  ________________________________________________________________  Date:  ___________ 

Verified by:  _____________________________________________________________  Date:  __________________

City of Berkeley Contract Compliance Officer

Attachment B
Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.
CITY OF BERKELEY  
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

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

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

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

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

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

Printed Name: ___________________________________ Title:______________________________________

Signature: _______________________________________ Date:___________________________

Business Entity:  ___________________________________________________________________________

Contract Description/Specification No: Street Light Conversion to LED Project/ 14-10815-C

Attachment C
CITY OF BERKELEY
Oppressive States Compliance Statement

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

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

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

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

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

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

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

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

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

Printed Name: ______________________________ Title: ______________________________

Signature: ______________________________ Date: ______________________________

Business Entity: ______________________________________________________________

Contract Description/Specification No.: Street Light Conversion to LED Project/ 14-10815-C

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

Signature: ______________________________ Date: ______________________________

Attachment D
CITY OF BERKELEY
Living Wage Certification for Providers of Services

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

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

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS
   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
      YES ____   NO ____
      If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

      b. Do you have six (6) or more employees, including part-time and stipend workers?
         YES ____   NO ____
         If you have answered, “YES” to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.
   a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
      YES ____   NO ____
      If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

      b. Do you have six (6) or more employees, including part-time and stipend workers?
         YES ____   NO ____
         If you have answered, “YES” to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE. □

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE. □

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

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

Printed Name: ___________________________________ Title: ___________________________________
Signature: _____________________________________ Date: _______________________________

Business Entity: __________________________________________________________________________

Contract Description/Specification No: Street Light Conversion to LED Project/ 14-10815-C

Section III

* * FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY * *

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

______________________________  ______________________________
Department Name              Department Representative

Attachment E Page 2
Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE
If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

<table>
<thead>
<tr>
<th>Name:</th>
<th>Vendor No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Telephone:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax No.:</td>
</tr>
</tbody>
</table>

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
   ☐ Yes ☐ No  (If “Yes,” proceed to Section 5; if “No”, continue to the next question.)

B. Does your company provide (or make available at the employees’ expense) any employee benefits?
   ☐ Yes ☐ No  
   If “Yes,” continue to Question C.
   If “No,” proceed to Section 5.  (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees’ expense) any benefits to the spouse of an employee?
   Yes ☐ No  ........................................

D. Does your company provide (or make available at the employees’ expense) any benefits to the domestic partner of an employee?
   Yes ☐ No  ........................................
   If you answered “No” to both Questions C and D, proceed to Section 5.  (The EBO is not applicable to this contract.)  If you answered “Yes” to both Questions C and D, please continue to Question E.  If you answered “Yes” to Question C and “No” to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?
   Yes ☐ No  ........................................
   If you answered “Yes,” proceed to Section 4.  (You are in compliance with the EBO.)
   If you answered “No,” continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
   ☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
   ☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor’s infrastructure, not to exceed three months; or
   ☐ Upon expiration of the contractor’s current collective bargaining agreement(s).
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* □ Yes □ No

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

SECTION 4. REQUIRED DOCUMENTATION

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

SECTION 5. CERTIFICATION

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

Executed this _______ day of _________________, in the year __________, at _________________, ________

(City) (State)

Name (please print) __________________________ Signature __________________________

Title __________________________ Federal ID or Social Security Number __________________________

FOR CITY OF BERKELEY USE ONLY

□ Non-Compliant (The City may not do business with this contractor/vendor)
□ One-Person Contractor/Vendor □ Full Compliance □ Reasonable Measures
□ Provisional Compliance Category, Full Compliance by Date: __________________________

Staff Name(Sign and Print): __________________________ Date: __________________________
The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor’s office may conduct an audit of Contractor’s financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor’s employees and make all such financial, performance and compliance records available to the Auditor’s office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Signed:______________________________ Date:________________
Print Name & Title:_____________________________________________________
Company:_____________________________________________________________
Contract Description/Specification No: Street Lighting Conversion to LED Project/14=-10815-C

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.
CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

<table>
<thead>
<tr>
<th>Policy No.</th>
<th>Company Providing Policy</th>
<th>Expir. Date</th>
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</thead>
<tbody>
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</tbody>
</table>

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

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

1. The named insured is ________________________________________

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

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

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to __________________________, Department of __________________________, Berkeley, CA.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

   __________________________
   Insurance Company

   Date: ____________   By: __________________________
   Signature of Underwriter's
   Authorized Representative

Contract Description/Specification No: Street Lighting Conversion to LED Project/14-10815-C

Attachment H