



Finance Department  
General Services Division

**REQUEST FOR QUALIFICATIONS (RFQ)**  
**Specification No. 17-11150-C**  
**FOR**  
**DESIGN DEVELOPMENT AND RELATED SERVICES FOR**  
**CENTER STREET PLAZA/SHARED STREET PROJECT**  
**STATEMENTS OF QUALIFICATIONS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting statements of qualifications from qualified firms or teams of firms interested in providing design development and other related services for the Center Street Plaza/Shared Street Project. As a Request for Qualifications (RFQ), this is not an invitation to bid.

The project scope, content of Statement of Qualifications (SOQ), and vendor selection process are summarized in the RFQ (attached). Responses must be received no later than **2:00 p.m. on Thursday, July 27, 2017**. All responses must be in a sealed envelope and have “**CENTER STREET PLAZA/SHARED STREET PROJECT**” and **Specification No. 17-11150-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and four (4) unbound copies of the responses as follows:

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

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

**For questions** concerning the anticipated work, or scope of the project, please contact **Aaron Sage, Principal Planner**, via e-mail at [asage@cityofberkeley.info](mailto:asage@cityofberkeley.info) no later than **July 10, 2017**. Answers to questions will **not** be provided by telephone or e-mail. 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 response.

Sincerely,

Shari Hamilton  
General Services Manager

## **I. INTRODUCTION**

The City of Berkeley's Department of Public Works invites Statements of Qualifications (SOQs) from urban design, landscape architecture, civil engineering and transportation engineering firms interested in providing design development and other related services for the Center Street Plaza/Shared Street Project ("Project") in Downtown Berkeley, as described further in Sections II and III. The City intends to contract with one firm or group of firms ("Consultant") for a three-year term, with two one-year extension options.

## **II. PROJECT BACKGROUND**

The Project will make various improvements to Center Street between Shattuck Avenue and Oxford Street in Downtown Berkeley (see Section III for further details). This block of Center Street connects the University of California campus with the Downtown Berkeley BART station and other Downtown destinations, and it has one of the highest volumes of pedestrians in the East Bay. The block is also home to the new Berkeley Art Museum/Pacific Film Archive, and the site of an approved hotel and conference facility that is anticipated to be completed in early 2020 (see Attachment L).

The Project is supported by the 2012 Downtown Area Plan (DAP) and the 2013 Downtown Streets and Open Space Improvement Plan (SOSIP). These documents envisioned that the block's ultimate condition might include closing the street to regular traffic and diverting water from nearby Strawberry Creek for a water feature and/or rain garden. See Attachments J and K for DAP and SOSIP excerpts regarding the Project.

The guest drop-off/pick-up area for the approved hotel will be located on this block, and the creek diversion concept has been determined to be infeasible. Because of these constraints, the City is now pursuing a shared street or slow street concept that maintains low-speed vehicular access while introducing many of the features of an urban plaza. This revised concept will be presented to the City Council for approval prior to preparation of final construction drawings.

Staff anticipates that environmental review (CEQA) requirements will be satisfied through an addendum to the DAP's environmental impact report (EIR), to be prepared by staff with support from the selected Consultant.

## **III. PROJECT GOALS & DESCRIPTION**

The overall goal of the Project is to create a "shared street," "woonerf," or similar concept, with reduced vehicle speeds, reduced segregation of pedestrians and automobiles (e.g., no curbs), and increased pedestrian/non-vehicular space. As the name "Center Street Plaza" implies, the Project seeks to reconfigure the subject block so it functions not only as a transportation facility but also as an urban open space. Given the nature of a shared street, the Project must be designed with special attention to the needs of persons with disabilities, particularly those with impaired vision. It must also provide for outdoor seating for adjacent businesses, drop-off and pick-up of hotel customers, commercial deliveries, and bicycle access. Additional project goals were identified in the SOSIP and are listed in Attachment K, pages 20 and 23-26.<sup>1</sup>

The anticipated Project budget, including soft costs, is approximately \$5 million, which comes entirely from local and regional sources. Subject to final budget, technical feasibility and community input, the Project may also include:

- High-quality textured pavement (e.g., unit pavers or stamped concrete)
- Green infrastructure (e.g., permeable pavers or bioretention planters), with educational signage, reference to Strawberry Creek and/or revealed stormwater conveyance features
- Increased landscaping and seating
- Identification of opportunity sites for public art
- Raised (table-top) intersections at Shattuck and/or Oxford
- Traffic signal modifications

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<sup>1</sup> As discussed in Section II, some of these goals may no longer be feasible.

- Gates and/or bollards allowing street to be easily closed to traffic for special events
- Enhanced lighting

#### IV. **PROJECT SCHEDULE**

At this writing, the target completion date for the Project is March 2020, to coordinate with completion of the planned hotel project. Based on this target date, City staff has developed the following preliminary schedule to guide firms in preparing responses to this RFQ (dates are subject to change):

|  |                |
|--|----------------|
| Issue Notice to Proceed to Design Consultant | October 2017   |
| Complete Detailed Design (Final PS&E)        | May 2019       |
| Advertise Construction                       | June 2019      |
| Award Construction Contract                  | September 2019 |
| Start Construction                           | October 2019   |
| Finish Construction                          | March 2020     |

#### V. **SCOPE OF SERVICES**

The final scope of services for the Project will be determined after Consultant selection. The City currently anticipates that the scope will include the following tasks:

- A. **Kick-off Meeting and Final Scope/Schedule**: The Consultant will meet with key staff to discuss and finalize the Project scope and schedule, agree on communications protocols and recurring meeting schedule, etc. The Consultant will submit a final scope and schedule to the City's project manager for approval prior to proceeding with Task B.
- B. **Document Review, Data Collection and Summary Memo**: This task will include the following sub-tasks:
  - Conduct site visit;
  - Review prior concept plans and applicable City policies, including DAP and SOSIP excerpts (Attachments J and K);
  - Review record drawings and other documentation of existing conditions;
  - Conduct topographic survey to gather necessary data for detailed design (Task D);
  - Conduct geotechnical investigation to determine feasibility of green infrastructure options;
  - Conduct traffic analysis (if determined necessary during Task B); and
  - Prepare memo summarizing key opportunities and constraints identified through this task.
- C. **Conceptual Design**: Based on the findings of Task B and input from staff and key stakeholders, the Consultant will prepare preliminary concept plans for staff review and presentation to community members, selected City commissions, and City Council. For purposes of this RFQ, respondents should assume two (2) alternative concepts.
- D. **Design Development and Construction Documents**: Based on input received during Task B, the Consultant will develop Plans, Specifications and Estimates (PS&E) at the 35%, 65%, 95% and 100% design levels, according to City of Berkeley standards and in response to staff review comments. The City will provide consolidated, internally consistent comments on each submittal. Final PS&E shall be suitable for the solicitation of competitive construction bids.
- E. **Environmental Review Support**: The Consultant will provide necessary technical support to City staff for the preparation of an addendum to the DAP EIR. This may include a traffic impact analysis, preliminary construction traffic control/phasing plans, or other documents deemed necessary based on environmental impact analysis at the 65% design level.
- F. **Utility Relocation and Coordination of Utility Work**: The Consultant will coordinate with City staff and affected utilities (e.g., PG&E, EBMUD, etc.) to identify utility conflicts that may require

relocation, propose design modifications, and include all necessary work in the Project plans. As directed by City staff, the Consultant will seek necessary work and/or approvals from affected utilities.

- G. Community & Outside Agency Outreach: The Consultant, in partnership with City staff, will develop and execute a process to inform and solicit input from community members and key stakeholders, including, but not limited to, UC Berkeley, adjacent property owners, merchants, residents, advocacy groups (including the disability community), transit operators, selected City commissions, and City Council. Input will be sought at key points in the design process, particularly at the concept and 35% levels. Currently, staff anticipates holding two (2) meetings each with the general public (in a workshop or open house format), the Transportation Commission, and the City Council, with the first meeting presenting the concept plan(s) and the second meeting presenting the 35% plan. Additional topic-specific meetings will occur with selected staff, commissions, key stakeholders, and transit operators as necessary. For purposes of this RFQ, respondents should assume that public input will be substantially complete upon City Council review of the 35% plans.
- H. Bid Support: The Consultant will assist the City in responding to questions from potential bidders during advertisement of Project contract documents. The Consultant will also attend a pre-bid meeting if determined necessary by City staff.
- I. Construction Management Support: The Consultant may be retained to provide design oversight during construction, including review of plan revisions and change orders. The Contractor may also assist the City in reviewing the selected construction contractor's traffic control plan, phasing plan or other construction management documents.

## VI. SUBMISSION REQUIREMENTS

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

### A. Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number. For teams of firms, provide this for each firm.

### B. General Experience:

Provide a description of the firm, its general experience, and any items distinguishing the firm from others providing similar services. For teams of firms, provide this for each firm.

### C. Project Experience:

Provide a list of projects similar to the proposed Project (as described in Section III) which have been completed by the firm or team within the past five (5) years. Include the following for each project listed:

1. Name;
2. Location;
3. Brief description, including any similarities to the proposed Project's setting and features in Section III;
4. Final engineer's estimated cost and (if applicable) construction contract amount, with a brief explanation of any significant difference between these amounts;
5. Dates of notice to proceed, completion of final contract documents, and (if applicable) construction start and finish; and

6. Client name, address, and phone number of a contact person who managed or reviewed the consultant's work. (Letters of recommendation may be provided but are not required.)

D. Individual Staff Experience:

Provide a listing of all key professional (non-clerical) staff who will be assigned to the Project, and background information demonstrating their capabilities and qualifications to perform the assigned task. For each individual, provide current professional registrations, relevant experience, educational background, and years of experience.

E. Contract Terminations:

**If the firm (or any firm in the respondent team) has had a contract terminated for default in the last five (5) years**, describe the 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 termination for default including the other party's name, address, and phone number. Present your organization's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the SOQ on the grounds of past experience.

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

F. Budget:

Demonstrate the firm or team's track record in meeting budgetary requirements, both for design work and for construction cost estimating.

G. Schedule:

Provide a proposed schedule for delivering the Project, consistent with Sections IV and V. For purposes of this item, respondents should assume the City will provide consolidated, internally consistent comments and direction within three (3) weeks for concept plans, two (2) weeks for 35%, 65% and 95% PS&E, and one (1) week for 100% PS&E. Respondents should also assume that public input will be substantially complete upon City Council review of the 35% plans. Identify the resources/team members involved at each phase of Project but do not include staff hours.

H. Project Understanding and Approach:

Describe the firm or team's understanding of the Project, including its setting and probable stakeholder concerns, and the approaches and methodologies proposed to meet the City's objectives and address stakeholder concerns.

I. Project Management/Quality Assurance/Quality Control (QA/QC):

Describe any project management and QA/QC tools (e.g. software), methods and/or program the firm or team has established, or proposes to establish, to ensure successful and timely completion of the Project.

J. Fee Schedule (sealed separately)

In a separate, sealed envelope, provide current fee schedule(s) for all team members identified in item VI.D.

K. Exceptions to City Standard Contract (optional)

Respondents are encouraged, but not required, to review the City's standard professional services contract, and state any exceptions the respondent will require to sign the contract. A sample contract can be found on the City's website on the current bid and proposal page at the top of the page.

**VII. CONSULTANT SELECTION PROCESS**

The following criteria will be used to select the Consultant:

- A. Project Experience (35 points): This criterion will consider the firm or team's experience delivering projects similar to the proposed Project (items VI.B-D).
- B. Schedule and Project Management/QA/QC (25 points): This criterion will consider the firm or team's proposed schedule (item VI.G), experience completing projects of similar size and complexity within similar time periods (item VI.C.5), and project management/QA/QC methods (item VI.I).
- C. Project Understanding and Approach (20 points): This criterion will consider the firm or team's grasp of the Project and proposed approach (item VI.H).
- D. Pricing (15 points): This criterion will consider the firm or team's fees (item VI.J) after top respondents have been identified based on criteria A-C.

A selection panel will review and rank all submitted responses. Should the selection panel deem it necessary, the panel may elect to invite the top respondents to make a presentation to the selection panel in a City office in Berkeley, California, at no cost to the City. The number of respondents selected for a panel interview will be at the sole discretion of the selection panel. Based on the written presentations and the panel interview, the panel will select a consultant and/or team which best fulfills the City's requirements and is deemed to represent the best value to the City. The City may negotiate with the selected consultant and/or team to determine final pricing and contract form. The City reserves the right to negotiate with and select another consultant and/or team if negotiations with the first consultant and/or team are not concluded within the City's time requirements. There will be no public opening and reading of responses.

The City reserves the right to reject any and all submissions.

**VIII. PAYMENT**

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

City of Berkeley  
Transportation Division  
1947 Center Street, 4<sup>th</sup> Floor  
Berkeley, CA 94704  
Attn: Aaron Sage, Principal Planner

Payments: 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 consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

**B. Nuclear Free Berkeley Disclosure Form:**

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

**C. Oppressive States:**

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

**D. Conflict of Interest:**

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

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

**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 \$14.42 (if medical benefits are provided) or \$16.81 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> 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 \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

**B. Worker's Compensation Insurance:**

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

Worker's Compensation Insurance. (Worker's Compensation Insurance cannot be waived for any person who employs others.)

**C. Business License**

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

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

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

**D. Recycled Paper**

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

**E. State Prevailing Wage**

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:

[http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

**XI. SELECTION SCHEDULE (estimated dates; subject to change)**

- |  |                |
|--|----------------|
| <input type="checkbox"/> Issue RFQ to potential respondents: | 6/28/17        |
| <input type="checkbox"/> Questions from respondents due      | 7/10/17        |
| <input type="checkbox"/> Post RFQ addendum                   | 7/12/17        |
| <input type="checkbox"/> Responses due                       | 7/27/17        |
| <input type="checkbox"/> Panel interviews (if necessary)     | Week of 8/7/17 |
| <input type="checkbox"/> Complete selection process          | 8/18/17        |
| <input type="checkbox"/> Council approval of contract        | 9/26/17        |

- |  |          |
|--|----------|
| <input type="checkbox"/> Sign and process contract | 10/6/17  |
| <input type="checkbox"/> Issue notice to proceed   | 10/10/17 |

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

Attachments:

- |   |              |
|---|--------------|
| • Check List of Required items for Submittal            | Attachment A |
| • Non-Discrimination/Workforce Composition Form         | Attachment B |
| • Nuclear Free Disclosure Form                          | Attachment C |
| • Oppressive States Form                                | Attachment D |
| • Living Wage Form                                      | Attachment E |
| • Equal Benefits Disclosure Form                        | Attachment F |
| • Right to Audit Form                                   | Attachment G |
| • Insurance Endorsement                                 | Attachment H |
| • Equal Benefits Certification of Compliance            | Attachment I |
| • Excerpts from Downtown Area Plan                      | Attachment J |
| • Excerpts from Streets and Open Space Improvement Plan | Attachment K |
| • 2129 Shattuck Approved Plans                          | Attachment L |

## ATTACHMENT A

### CHECKLIST

- Statement of Qualifications (one (1) unbound original and four (4) unbound copies)
- Contractor Identification and Company Information
- Client References
- 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 Disclosure Form Attachment F

### **ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR(S) AFTER COUNCIL APPROVAL TO AWARD CONTRACT.**

- Provide **original-signed in blue ink** Evidence of Insurance
  - Auto
  - Liability
  - Worker's Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment I
- Berkeley Business License

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

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Business Lic. #: \_\_\_\_\_

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

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

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identifications: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance Officer

## Occupational Categories

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

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

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

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

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

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

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

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

**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: **Center Street Plaza/ 17-11150-C**

**CITY OF BERKELEY**  
**Oppressive States Compliance Statement for Personal Services**

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

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

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of 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: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No.: **Center Street Plaza/ 17-11150-C**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF BERKELEY**  
**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: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Center Street Plaza/ 17-11150-C**

**Section III**

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

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

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Representative

**CITY OF BERKELEY**  
**Equal Benefits Ordinance Disclosure Form**

As a condition of being awarded a contract with the City of Berkeley, the selected Contractor/Vendor (“Contractor”) may be required, during the performance of the contract, to comply with the City’s non-discrimination provisions of the Equal Benefits Ordinance (“EBO”) as set forth in Berkeley Municipal Code, Chapter 13.29. The EBO requires that during the performance of a contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include, but are not limited to, health benefits, bereavement leave, family medical leaves, membership and membership discounts, moving expenses, retirement benefits, and travel benefits. A cash equivalent payment is permitted if an employer has taken all reasonable efforts to provide domestic partner’s with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used is if the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits

**The EBO is applicable to the following employers:**

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$25,000 or more
- Non-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements, and other construction projects in the amount of \$100,000 or more
- Lessees of public property, licensees, concessionaires, and franchises that generate \$350,000 or more in annual gross receipts
- Entities which receive a grant agreement of \$100,000 or more

Contractors who are subject to the EBO must certify to the City before execution of the contract by completing form EBO-1 that they are in compliance with the EBO or have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the Ordinance.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following situations:

- (1) until the first effective date after the first open enrollment process following the contract execution date, not to exceed two years if the Contractor submits evidence of engaging in reasonable efforts to comply with the EBO;
- (2) until administrative steps can be taken to incorporate nondiscrimination in benefits in the contractor’s infrastructure, not to exceed three months, unless extended at the discretion of the City Manager; and
- (3) until the expiration of a Contractor’s current collective bargaining agreement(s)

**Compliance with the EBO**

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the City agreement. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of five years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor, and pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of B.M.C. Chapter 13.29, the Contractor shall comply with this provision.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Entity: \_\_\_\_\_

**CITY OF BERKELEY**  
**Right to Audit Form**

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

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

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Contract Description/Specification No: **Center Street Plaza/ 17-11150-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:

| <b>Policy No.</b> | <b>Company Providing Policy</b> | <b>Expir. Date</b> |
|-------------------|---------------------------------|--------------------|
| _____             | _____                           | _____              |
| _____             | _____                           | _____              |
| _____             | _____                           | _____              |
| _____             | _____                           | _____              |

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

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

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

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

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to Sean Rose, Manager of Engineering, Department of Public Works, 1947 Center street, 4<sup>th</sup> Floor, Berkeley, CA. 94704
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

\_\_\_\_\_  
Insurance Company

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Underwriter's  
Authorized Representative

Contract Description/Specification No: **Center Street Plaza/ 17-11150-C**

To be completed by  
Contractor/Vendor

**Form EBO-1  
CITY OF BERKELEY**



**CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

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

**SECTION 1. CONTRACTOR/VENDOR INFORMATION**

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

**SECTION 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
 Yes  No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  
 Yes  No  
 If "Yes," continue to Question C.  
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? .....  Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? .....  Yes  No  
**If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)** **If you answered "Yes" to both Questions C and D, please continue to Question E.**  
**If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.**
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? .....  Yes  No  
**If you answered "Yes,"** proceed to Section 4. (You are in compliance with the EBO.)  
**If you answered "No,"** continue to Section 3.

**SECTION 3. PROVISIONAL COMPLIANCE**

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID or Social Security Number

**FOR CITY OF BERKELEY USE ONLY**

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