



Finance Department
General Services Division

**REQUEST FOR PROPOSALS (RFP)
Specification No. 19-11257-C
FOR**

**PRELIMINARY ENGINEERING AND ENVIRONMENTAL ANALYSIS FOR RAILROAD
CROSSING SAFETY IMPROVEMENT / QUIET ZONE
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms interested in conducting Preliminary Engineering and Environmental Review for the Railroad Crossing Safety Improvement/Quiet Zone project. 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, October 11, 2018. All responses must be in a sealed envelope and have “**PRELIMINARY ENGINEERING AND ENVIRONMENTAL ANALYSIS FOR RAILROAD CROSSING SAFETY IMPROVEMENT / QUIET ZONE**” and **Specification No. 19-11257-C** clearly marked on the outer most mailing envelope. Please submit one (1) unbound original and four (4) 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 proposals or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Beth Thomas, Principal Planner**, via email at BAThomas@ci.berkeley.ca.us no later than **October 2, 2018**. Answers to questions **will not** be provided by telephone or email. Rather, answers to all questions and 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,
Shari Hamilton, General Services Manager

INTRODUCTION

The purpose of this solicitation is to seek a Consultant or team of Consultants to assist the City of Berkeley (the “City”) with the Railroad Crossing Safety Improvement/Quiet Zone project. Consultant services are sought herein to provide preliminary engineering and environmental analysis services. Specifically, the City is looking for consultants to assist with project scoping, stakeholder and community outreach and engagement, conceptual design, technical studies, preliminary engineering, and environmental analysis.

The purpose of the Railroad Crossing Safety Improvement project is to explore the potential for implementation of a Quiet Zone on the Union Pacific Railroad (UP) corridor through the City of Berkeley. Quiet Zones are areas where locomotive engineers are not required to sound train warning horns as they approach an at-grade crossing. Quiet Zone designations are authorized by the Federal Railroad Administration (FRA), the federal agency with oversight for the safety of the national rail system.

The local public authority may designate Quiet Zones when the safety measures at each grade crossing comply fully with one (1) or more FRA “pre-approved” sets of measures (termed Supplemental Safety Measures or SSMs) that have been determined to provide sufficient risk reduction. The SSMs must be sufficient to reduce the Quiet Zone risk index below the Nationwide Significant Risk Threshold, or below the Risk Index with Horns. The approved safety measures include:

- Installation of four-quadrant gates with constant warning time devices and power-out indicators. Gates must meet prescribed requirements to extend across the entire span of the roadway; or
- Installation of two-quadrant gates with constant warning time devices and power-out indicators, and with median dividers or similar roadway channelization to preclude vehicles crossing the center of the road to drive around lowered gates; or
- Temporary or permanent closure of a grade crossing. Temporary closing allows closing during night hours so a locomotive horn does not need to be used, but requires use of the horn during daytime hours when the grade crossing is in use.

Prospective proposers should refer to the Berkeley Railroad Quiet Zone Study, dated April 13, 2009, to see which safety measures are recommended for each of the City’s seven at-grade railroad crossings, which include the crossings at Gilman St, Camelia St, Cedar St, Virginia St, Hearst Ave, Addison St, and Bancroft Way.

Link to the study: https://www.cityofberkeley.info/uploadedFiles/Planning_and_Development/Level_3_-_Redevelopment_Agency/Berkeley%20Quiet%20Zone%20Final%20report%20041309%20without%20Appendix.pdf

I. PROJECT SCHEDULE

For the contract procurement schedule, please see Section 8 of the RFP.

Contract work is expected to commence in January of 2019 for a one (1) year period. The anticipated timeline and critical dates are as follows:

Project kick-off	January 2019
Outreach and engagement	January 2019 – October 2019
Develop design alternatives	May 2019 – August 2019
Refine and finalize conceptual design	August 2019 – November 2019
Completion of 35% PS&E	November 2019
Environmental Analysis	November 2019 – December 2019

II. SCOPE OF SERVICES

The Consultant’s scope of services includes 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 Field Survey: This task will include the following sub-tasks:
- Conduct site visit and review existing conditions;
 - Review prior concept plans and applicable City and FRA policies (See City of Berkeley Railroad Quiet Zone Study dated April 13, 2009);
 - Review record drawings and other documentation of existing conditions, including but not limited to property lines, potential utility conflicts, and soil conditions;
 - Conduct topographic survey to gather necessary data for design development (if deemed necessary);
 - Document and map encroachments onto the railroad right of way;
 - Conduct traffic analysis of current conditions;
 - Conduct soil analysis for any potential remediation needs for environmental analysis; and
 - Prepare memo summarizing key opportunities and constraints identified through this task.
- C. Stakeholder Outreach and Public Engagement: The Consultant, in partnership with City staff, will assist in the execution of informing and soliciting input from community members and key stakeholders, including, but not limited to: Union Pacific, Capitol Corridor Joint Powers Authority, Caltrans, Amtrak, merchants, residents, advocacy groups, adjacent property owners, selected City Commissions, and City Council. Input will be sought at key points in the design process, particularly at the scoping and concept development 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 soliciting transportation related concerns from the community and the second meeting presenting concept plan(s). Additional topic-specific meetings will occur with selected staff, commissions, key stakeholders, and transportation operators as necessary. For the purposes of this RFP, respondents should assume that public input will be substantially complete upon City Council review of the 35% plans.
- D. Traffic Engineering Studies: The consultant will perform a number traffic studies to analyze impacts of design alternatives. The work to be performed may include, but is not limited to:
- Traffic data collection (i.e. peak motor, bicycle and pedestrian traffic counts, parking utilization, etc.)
 - Geometric feasibility of layout and design of the railway crossings
 - Railroad crossing device study and design
 - Traffic impact analysis and modeling as applicable (i.e. flow, volume, delay, etc.)
- E. Conceptual Design: Based on the findings of Tasks B and D and input from staff, the public, and key stakeholders, the Consultant will prepare preliminary conceptual plans for staff review and presentation to community members, selected City commissions, and City Council.
- F. Develop Project Plans and Preliminary Cost Estimate: Based on input received during Tasks B, C, and D the Consultant will develop project plans at the 35% design level and preliminary cost estimates for the selected alternative, according to City of Berkeley standards and in response to staff review comments. The City will provide consolidated, internally consistent comments on each submittal.
- G. Environmental Analysis, Review and Clearance: The Consultant will provide necessary technical studies for the preparation of an environmental document for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. This may include a traffic impact analysis,

preliminary construction traffic control/phasing plans, soil testing, remediation plan, or other documents deemed necessary based on environmental impact analysis at the 35% design level.

III. SUBMISSION REQUIREMENTS

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point and *the body of the proposal (Items 1(one) through 7 (seven) listed below) should not exceed 25 page faces.*

1. Cover Letter:

Respondents should submit a cover letter expressing their interest in the project and a brief overview of their qualification highlights. The letter must contain, at a minimum, the following information:

- Statement of interest referencing professional services to provide planning, preliminary engineering and environmental analysis services.
- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- 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.
- Signature by an authorized principal or partner of the firm.

2. Project Understanding and Work Plan:

Respondents shall describe the consultant or consultant team's understanding of and approach to the project and the Scope of Services to be provided, including its setting and probable stakeholder concerns. This section should include a schedule for each of the key tasks and a description of how the consultant(s) would manage the project to ensure the timely completion of the necessary project deliverables and methods proposed to meet the City's objectives. This section should also identify the consultant team's Project Manager. Proposers should provide an organizational structure in graphical format showing the team's hierarchy and how interactions with the City will be managed. Proposer should also provide anticipated percentage of Project Manager and other key staff members' time over the course of the project.

3. Experience of Respondent and Key Staff:

Respondents shall describe projects and experience completed within the past five (5) years that are relevant to the Scope of Services described in Section II. Respondents should place particular emphasis on projects for which key staff to be assigned to this project (by name, position, and project responsibility) have either been primarily responsible or have performed substantially similar work. The response should list any professional affiliations, licenses, and certifications that are pertinent. If subcontractors are to be used, then their experience and credentials must be presented in this section.

4. Client References:

Provide a minimum of five (5) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction, including the contract value of the projects.

5. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized.

6. Contract Terminations:

If your organization has had a contract terminated in the last five (5) years, describe such incident.

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

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

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

7. 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.

This project, which is partially funded by an Alameda County Transportation Commission (Alameda CTC) grant, also has a Local Business Contract Equity Program Requirement, Local Business Enterprise (LBE) and Small Local Business Enterprise (SLBE) goals. LBE and SLBE goals can be found in Attachment I – Alameda County LBE and SLBE Goal. Contract requirements can be found in Attachment J – Alameda County Local Business Contract Equity Program Contract Requirements.

8. Representative Work Samples (Appendix):

Respondents shall provide work samples that they created for a minimum of *three (3)* projects, ideally projects that relate or would transfer well to the Scope of Services described in Section III. Work samples should be chosen to reflect the ability to analyze, represent, and report data in a clear and concise manner.

IV. SELECTION CRITERIA

The following criteria will be considered in determining which firm is hired.

Criteria	Points
Project understanding and work plan	35
Price proposal with indirect cost rate schedule	25
Qualifications, experience, and key staff	20
Overall quality of the response and conformance with RFP requirements for content	15
Work samples	5
Total	100

A selection panel of City of Berkeley staff will review all proposals submitted and select the top proposals. Should the panel deem it necessary, the evaluation panel may elect to invite the top proposers to make a presentation to the evaluation panel in a City office in Berkeley, California, at no cost to the City. The number of proposers selected for a panel interview will be at the sole discretion of the evaluation panel. Based on the initial proposals and the panel interview, the panel will select the proposal which best fulfills the City's requirements and is deemed to offer the best value to the City. The City may negotiate with the proposer to determine final pricing and contract form.

V. 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
Accounts Payable
PO Box 700
Berkeley, CA 94701
Attn: **Beth Thomas/Public Works Department**

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

VI. CITY REQUIREMENTS

A. Non-Discrimination Requirements:

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

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

B. Nuclear Free Berkeley Disclosure Form:

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

C. Oppressive States:

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

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

D. 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 \$14.97 (if medical benefits are provided) or \$17.45 (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.

VII. OTHER REQUIREMENTS

A. Insurance

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

Insurance not Necessary: If the services are such that the risk of exposure to liability is very low, insurance may not be required. An example of such a service is an individual using his/her computer at home to lay out a newsletter for the City. This determination must be made by the Risk Manager in writing before the RFP is issued.

Insurance Waiver: *A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)*

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.

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

VIII. SCHEDULE (dates are subject to change)

<input type="checkbox"/> Issue RFP to potential bidders:	September 18, 2018
<input type="checkbox"/> Questions Due	September 27, 2018
<input type="checkbox"/> Proposals due from potential bidders	October 11, 2018
<input type="checkbox"/> Panel interviews (if necessary)	October 16, 2018
<input type="checkbox"/> Complete Selection Process	October 23, 2018
<input type="checkbox"/> Council Approval of Contract (over \$50k)	November 27, 2018
<input type="checkbox"/> Award of Contract	November 28, 2018
<input type="checkbox"/> Sign and Process Contract	January 11, 2019
<input type="checkbox"/> Notice to proceed	January 14, 2019

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
• Alameda County LBE and SLBE Goal	Attachment I
• Alameda County Local Business Contract Equity Program Contract Requirements	Attachment J

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) unbound original and four (4) unbound copies)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel
- 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 (*may be optional*) 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 can be found on the City's website on the current bid and proposal page at the top of the page.

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

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

Organization: _____

Address: _____

Business Lic. #: _____

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

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

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

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

Signed: _____ Date: _____

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

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: **Railroad Crossing Safety Improvement/Quite Zone/ 19-11257-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 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.: **Railroad Crossing Safety Improvement/Quite Zone/ 19-11257-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 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: **Railroad Crossing Safety Improvement/Quite Zone/ 19-11257-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

To be



**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: _____

Attachment F

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: **Railroad Crossing Safety Improvement/Quite Zone/ 19-11257-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment G

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative

Contract Description/Specification No: **Railroad Crossing Safety Improvement/Quite Zone/ 19-11257-C**

Attachment H

ATTACHMENT I

ALAMEDA COUNTY LBE AND SLBE GOAL

A. Local Business Contract Equity Program Requirements

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds. Consequently, Alameda CTC’s Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for the award of professional service contracts to firms located within Alameda County. For professional services under this contract, the LBCE Program requires the following goal(s):

- Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%**

Further details regarding the LBCE Program, including requirements and forms, can be found on the Alameda CTC website at www.alamedactc.org/app_pages/view/4543, along with a list of all currently certified firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. All firms utilized to meet an LBE, SLBE, and/or VLSBE goal must be certified by Alameda CTC by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE, SLBE, and/or VLSBE certification will not be accepted with the proposal. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice submitted for payment.

For assistance or questions related to Alameda CTC LBCE Program, including LBE, SLBE, and VSLBE certifications, please contact the Alameda CTC LBCE Certification Unit:

Alameda CTC LBCE Certification Unit			
Email Address:	certification@alamedactc.org	Mailing Address:	Alameda CTC
Phone:	(510) 208-7400		1111 Broadway, Suite 800
Fax:	(510) 893-6489		Oakland, California 94607

B. Proposal and Interview Evaluation Criteria

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). A proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points.

Proposer shall include in its proposal the LBE/SLBE Participation Summary from Alameda CTC Sample Cost Proposal Form B (under the worksheet tab labeled “LBCE”); the other sheets within the workbook are not required. Alameda CTC Sample Cost Proposal Form B is available on the Alameda CTC website at www.alamedactc.org/app_pages/view/10614 and is incorporated herein as if attached.

ATTACHMENT J

ALAMEDA COUNTY LOCAL BUSINESS CONTRACT EQUITY PROGRAM CONTRACT DOCUMENT

A. ALAMEDA CTC Local Business Contract Equity Program

1. CONSULTANT shall comply with all applicable provisions of Alameda County Transportation Commission's (ALAMEDA CTC's) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. [AGENCY] shall provide a copy of the LBCE PROGRAM to CONSULTANT upon request.

2. If the CONSULTANT or any subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this AGREEMENT.

3. No substitution of a listed LBE, SLBE, or VSLBE subconsultant on a contract can be made without the prior written approval of [AGENCY] with agreement of ALAMEDA CTC. If an LBE, SLBE, or VSLBE subconsultant is unable to perform successfully, the [AGENCY] or CONSULTANT shall submit a written request to ALAMEDA CTC for approval to replace such firm. CONSULTANT must make good faith efforts to replace such LBE, SLBE, or VSLBE with another LBE, SLBE, or VSLBE, respectively. ALAMEDA CTC may investigate the circumstances surrounding the substitution request.

4. CONSULTANT agrees that within ten (10) calendar days' receipt of payment from Sponsor Agency, CONSULTANT shall pay to its subconsultants all amounts due from such payment for satisfactory performance of its contract, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

5. CONSULTANT agrees to include any subconsultant's acceptable invoices with each Payment Request Form that it submits to Sponsor Agency no later than thirty (30) calendar days after receipt of such invoice from the subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

6. CONSULTANT agrees further to release retainage payments, if any, to each subconsultant within thirty (30) calendar days after the subconsultant's work is completed and accepted. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.