

Finance Department
General Services Division

FOR PROPOSALS (RFP)
Specification No. 20-11374-C (Re-Issued)
FOR
SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting proposals from qualified firms interested in providing planning, design, and engineering services for the Southside Complete Streets 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 22, 2020**. All responses should be sent via email to purchasing@cityofberkeley.info and have “**SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING**” and **Specification No. 20-11374-C(Re-Issued)** clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding cost proposal and Attachment K-1 (LAPM 10h) shall be submitted as a separate PDF document. Electronic signatures are permitted. Email attachments are limited to a maximum of 10 MB in total. Larger attachments can be provided via links within the Technical Proposal PDF.

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

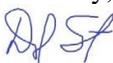
For questions concerning the anticipated work, or scope of the project, please **contact Eric Anderson, Senior Planner**, via email at eanderson@ci.berkeley.ca.us no later than **September 22, 2020**. Answers to questions will **not** be provided by telephone or email. Answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor’s responsibility to check this site and to ensure that they have the necessary equipment and internet and/or phone access necessary to successfully attend the meeting. An online pre-proposal meeting is tentatively scheduled for **September 17, 2020**.

Pre-proposal Meeting Information: Thursday, September 17, 2020, 2:00 PM - 4:00 PM

Online: <https://meet.lync.com/cityofberkeley/eanderson/FZYII8J0> Phone: +1 213-279-1690,,997423087#,

Conference ID: 719322962

For general questions concerning the submittal process, contact purchasing at 510-981-7320. We look forward to receiving and reviewing your proposal.

Sincerely,


Darryl Sweet
General Services Manager

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903 Fax: 510.981.7390

E-mail: finance@ci.berkeley.ca.us Website: <http://www.ci.berkeley.ca.us/finance>

I. BACKGROUND/PROJECT SUMMARY

The purpose of this solicitation is to seek a Consultant or team of Consultants to assist the City of Berkeley (the “City”) with the Southside Complete Streets project (the “Project”). Consultant services are sought herein to provide planning, design, and engineering services. Specifically, the City is looking for consultants to assist with project scoping, community engagement, data collection, technical studies, alternatives analysis, concept design, preliminary engineering, environmental clearance, and detailed engineering design resulting in Plans, Specifications, and Estimates (PS&E) for construction of pedestrian, bicycle, transit facilities, and passenger and freight loading facilities. The City of Berkeley has received the following Federal grant funds from the Alameda County Transportation Commission and the California Department of Transportation: \$1,000,000 for Preliminary Engineering, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, and Plans, Specifications, and Estimates; and \$7,335,000 for Construction. The City has identified a preliminary consultant contract budget of \$893,270 for Preliminary Engineering, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, and Plans, Specifications, and Estimates. The selected Consultant will be required to comply with all relevant Caltrans and FHWA Federal aid funding contract requirements, as described in the Caltrans *Local Assistance Procedures Manual*. This federal-aid contract has a DBE goal of 17%. Additionally, the successful consultant’s cost proposal and Indirect Cost Rate (ICR) will be subject to a Caltrans Office of Audits & Investigations (A&I) financial document review.

Project Description

Situated just south of the University of California, Berkeley campus, the Southside neighborhood is a residential and commercial area central to Berkeley’s historic cultural legacy. Southside streets provide access to both the UC Berkeley campus and student housing, as well as numerous local businesses, community and cultural destinations, healthcare, and multi-family and single-family residences. The Southside corridors that are the subject of this project include what are normally some of the busiest commercial and residential streets in Berkeley: 1) Dana Street from Dwight Way to Bancroft Way; Bancroft Way from Milvia Street to Piedmont Avenue; 2) Fulton Street from Channing Way to Bancroft Way; and 3) Telegraph Avenue from Dwight Way to Bancroft Way. Along these corridors, major intersections on Bancroft Way and Telegraph Avenue will be a particular focus.

Dana Street serves as an important north-south commercial and residential street serving AC Transit buses, and heavy pedestrian and bicycle use via existing Class II Bike Lanes. Bancroft Way is a crucial commercial street interface between the Southside neighborhood and the UC Berkeley campus, and serves as a major east-west connection carrying numerous AC Transit, Bear Transit, and Lawrence Berkeley National Laboratory shuttle buses, long distance commuter buses such as FLIXbus, extremely high pedestrian and bicycle activity, and heavy vehicle traffic (including freight vehicles). An existing two-block section of bus-only lane and two-way parking-protected Cycle Track serves as a demonstration of what may be possible elsewhere along the Bancroft Way corridor. Fulton Street is a busy north-south connection which transitions from commercial to residential and serves vehicle, bicycle, and pedestrian uses. The existing southbound-only Fulton Street Cycle Track ends at the Channing Way Bicycle Boulevard. Telegraph Avenue is a historically bustling and vibrant north-south commercial street and cultural center in Berkeley, which connects directly to UC Berkeley’s Sproul Plaza and was the location of Berkeley’s first accessible curb ramps in the 1970’s, 20 years before Federal Americans with Disabilities Act legislation. Under normal traffic conditions, the street carries some of the highest pedestrian volumes in the East Bay, as well as serving AC Transit buses, freight vehicles and commercial loading, and increasing numbers of ride-hailing trips. Historically, on-street parking, commercial and passenger loading, and disabled parking are well used and at a premium throughout the project area, particularly on and adjacent to the busy commercial streets of Bancroft Way and Telegraph Avenue.

Numerous studies, documents, and plans have recommended changes to Southside streets. Among other recommendations, the Southside Area Specific Plan recommended conversion of Bancroft Way, Durant Avenue, and Dana Street from one-way to two-way streets to improve transit reliability and pedestrian and bicycle safety; calm traffic; and improve vehicle circulation. The Berkeley Bicycle Plan recommends continuous Cycle Tracks on Bancroft Way, Dana Street, and Fulton Street to close gaps in the proposed citywide Low Stress Bikeway Vision Network. To address chronic transit delays through the Southside, the AC Transit Major Corridors study recommends a continuous Bus Rapid Transit facility on Telegraph Avenue and Bancroft Way, connecting to

Oakland to the south and to Shattuck Avenue/University Avenue to the north. The City of Berkeley’s General Plan Transportation Element Policy T-4 Transit-First Policy gives priority to alternative transportation and transit over single-occupant vehicles on Transit Routes. Policy T-22 seeks to reduce wait times and transfer times for pedestrians taking transit by implementing improvements such as transit-only lanes and traffic signal improvements. Additionally, Policy T-55 designates Bancroft Way, Durant Avenue, and Telegraph Avenue as the “highest priority routes” for transit improvements in the Southside area. The Telegraph Avenue Public Realm Plan recommends a phased approach to improving and increasing pedestrian space along Telegraph Avenue’s relatively narrow existing sidewalks, culminating in a “shared street” configuration; the plan notes that it will need to be updated to include the future possibility of dedicated bus lanes.

On September 27, 2016, the Berkeley City Council approved the Southside Project Phase I – Bancroft West, which subsequently constructed a parking-protected two-way cycle track and bus-only lane on Bancroft Way between Dana Street and Fulton Street. AC Transit is currently in the process of implementing a Transit Signal Priority (TSP) project on Telegraph Avenue, which will upgrade Telegraph Avenue traffic signal operations in the project area with TSP hardware at Dwight Way, Haste Street, and Channing Way. AC Transit is currently designing and will be constructing the Dana Compete Street Pilot Project, which complements the City’s Southside Complete Streets Project. The Dana Compete Street Pilot Project will include a two-way cycle track on Dana Street from Dwight Way to Bancroft Way and a bus boarding island on Dana Street at Haste Street. Construction is expected to occur in 2021. It is anticipated that the Southside Complete Streets Project will build on these AC Transit efforts by implementing TSP elsewhere on transit routes in the project area, if recommended by AC Transit. Aside from making temporary elements of the project permanent and repaving the street, is hoped that no design changes to Dana Street will be necessary following the implementation of the Complete Street Pilot Project. However, the consultant will assess the performance of the Pilot Project and recommend design changes, if any are needed. Personal security has been a major concern of UC Berkeley students in the Southside neighborhood. The Berkeley Police Department’s Crime Prevention Through Environmental Design has worked closely with the UC Berkeley Police Department and the Telegraph Business Improvement District in order to improve the physical street environment and support increased personal security.

In recent years, Southside has experienced continuing growth in both commercial activity and residential occupancy, with increased walking, biking, transit use, ride-hailing, and freight and small package delivery. The Southside Complete Streets project hopes to meet these challenges, as well as the new challenges posed by COVID-19 economic and public health crises, by taking the visions laid out in City plans and other documents and coupling them with a community and data-driven approach to study, and ultimately implement, improvements for safe walking and biking; more efficient and reliable transit service; and more useful freight and passenger loading zones. The successful Consultant team will offer a deep understanding of and experience with innovative multi-modal street planning, analysis, and design, coupled with a cross-disciplinary approach to fully understand and integrate the complex cultural and economic dimensions of this bustling area of Berkeley.

Please see Attachment O, Southside Complete Streets Fact Sheet, and Attachment P, Southside Complete Streets Corridor Scope, for additional background information and guidance on scope of work and level of effort in regard to the recommendations of past planning efforts.

Project Goals

The goals of the Southside Complete Streets project are:

1. Ensure safety for all persons walking, riding bicycles, riding transit, or driving, consistent with the City of Berkeley Vision Zero traffic safety policy
2. Improve transit reliability and travel times consistent with the City of Berkeley General Plan Transportation Element Policy T-4 “Transit-First”
3. Support the economic and cultural vitality of Berkeley’s Southside neighborhood consistent with the Economic Development goals of the City of Berkeley Southside Plan

Potential Project Improvements

To meet the project goals of ensuring transportation safety, improving transit operations, and supporting the City's economic and cultural vitality, the following design elements will be considered in developing street design alternatives:

- Class IV protected cycle track, two-way on one side, or one-way on each side of the street; the City of Berkeley has developed a cost-containment model for protected bikeway design which limits the use of continuous raised concrete bikeway buffers to only non-parking areas; and for parking areas utilizes raised islands at the ends of parking lanes with at-street-grade painted bikeway buffer/ADA access aisles alongside parking between these islands;
- Transit-only lanes (red pavement markings, Transit Signal Priority signal modifications, etc.);
- Bus stop improvements (ADA access improvements, longer bus stops, bus stop relocation/consolidation, sidewalk extension/bus bulbs or bus boarding islands, transit-specific wayfinding signage, transit shelters, trash cans, bicycle parking, signs, bus pads, real-time bus arrival information monitors, etc. For the Adeline Street repaving project and the Dana Complete Street Pilot Project, the City of Berkeley has developed a cost-containment model which utilizes bus boarding islands connected to the sidewalk via raised ADA walkway, allowing buses to stop in the travel lane while keeping the drainage flow line along the existing curb and gutter);
- Pedestrian crossing improvements (crosswalk markings, flashing beacons or signals, curb "bulbouts" or midblock or corner islands);
- Parking zones ("hybrid" paid commercial yellow loading zones, passenger white loading zones for private vehicles/ride-hailing/taxis, disabled blue parking zones, etc.);
- Micromobility facilities (dedicated scooter parking, ; etc.);
- Traffic calming (speed humps and/or tables, raised intersections, sidewalk "bulbouts" or islands, chicanes);
- Shared streets (low-impact phased approach, including vehicle access restrictions, phased implementation with pavement markings and bollards, etc);
- Transit mall/shared transitway (phased low-impact approach to transit- and pedestrian-priority similar to shared streets);
- Intersection improvements (e.g., bikeway protected intersections, "pedestrian scramble", signal phasing, signs and markings, vehicle turn movement restrictions, etc.);
- Roadway reconfiguration/traffic circulation change (e.g. reduction of traffic lanes, reduction of parking, etc.).
- Traffic signal improvements (e.g. accessible signals and pushbuttons, Transit Signal Priority, queue jump signal, signal coordination, elimination of permissive left turns or conversion to protected left turns, leading pedestrian intervals, pedestrian "all green" phases, protected bicycle phases, and other signal timing/phasing by modal priority, etc.).
- Streetscape improvements (e.g. street lighting, landscape planting, parklets, bicycle parking corrals, district signage and wayfinding signage, etc.)
- Repaving of project streets (light and heavy maintenance, stormwater drainage improvements, sidewalk improvements/repairs)

Potential improvements to be included for each of four (4) segments in the project area may differ based on right-of-way width, functional characteristics, modal priority, and project goals. The intent of the project is to construct permanent improvements in the project area, however, the consultant may be required to propose "quick build" approaches to some of these potential project elements. Please see Attachment P, Southside Complete Streets Corridor Scope, for additional background information, guidance, and level of effort regarding where the improvements listed above are likely to be proposed along the project corridors.

II. SCOPE OF SERVICES

Contract work is expected to commence in spring 2021 for an anticipated twenty-four (24) month period. The project timeline and critical dates are as follows:

Conceptual Design & Public Engagement

March 2021	Project kickoff
March to May 2021	Data collection & analysis; initiate public engagement
May 2021 to August 2021	Analyze and present refined design alternatives
August 2021 to October 2021	Select, refine, and present preferred alternative
October 2021 to November 2021	Finalize preferred alternative and complete concept design (10% PS&E)
November 2021 to January 2022	Preliminary Environmental Study (PES)
January 2022	Berkeley City Council approval of concept design (10% PS&E)

Environmental & Detailed Engineering Design

January 2022 to March 2022	Environmental analysis and CEQA and NEPA documents
January 2022 to May 2022	Refine concept design (35% PS&E)
May 2022 to August 2022	Refine design (65% PS&E)
September 2022 to November 2022	Finalize design (100% PS&E); develop bid documents
November 2022	Submit E-76 for Construction phase funding authorization
February 2023	Advertise for construction bids

The scope of services solicited under this RFP will include the following tasks:

- A. *Kick-off Meeting and Project Management Approach*: The Consultant will meet with key staff to discuss the goals of the project, agree on communications protocols and recurring meeting schedules, and project management, quality control/quality assurance, and deliverable review expectations, as well as other relevant topics. Prior to the initiation of each key task in this scope of work, the consultant will be required to submit, and receive approval of, a memo to the City describing their approach to that task. At a minimum, the kick-off meeting will address the following expectations, requirements, and memos to be submitted. Project management includes weekly updates with the City's PM; preparing meeting notes (including list of action items), tracking all action items; schedule preparation, management and updates (via MS Project); and preparing invoices in accordance with the City's requirements.
- *Project Management Memo*: conveys the consultant's project management approach consistent with City expectations and establishes the consultant's project management responsibilities. This plan will confirm roles and responsibilities of team members from the Proposer's Staffing Plan described in Section III, clarify the team structure, identify the consultant's single point of contact as the project manager, define the team's QA/QC procedures, and address the process for managing changes to scope, schedule, cost, and quality for the duration of the project.
 - *Public Engagement Memo*: communicates the consultant's proposed approach to public engagement. This memo shall contain a draft schedule of public events and activities for the

purpose of gathering input on the project, as well as a list of prospective stakeholders and groups to be engaged. Methods of outreach (meetings, surveys, online, etc.) shall be specified. More details regarding public engagement can be found in Section III.

- *Existing Conditions Data Collection and Analysis Memo*: communicates the consultant's proposed approach to data collection and analysis. This memo shall contain a proposed list of all data to be collected, including sources and methods, and shall specify data formats to be approved by City staff prior to beginning data collection. This memo also communicates the consultant's approach to analyzing the collected data, as a basis for analyzing the proposed design alternatives. This memo shall specify methods of data analysis, technical studies (Traffic and Transit Operations, Parking, and Traffic Safety) and the specific approach to those studies. At a concept design level, this memo establishes a basis for key technical issues that will be elaborated during the detailed engineering design phase. These include initial topographic survey and preliminary utility locations, field investigations, roadway geometry, property line and ROW identification, signal operations analysis, vehicle turning analyses, preliminary pavement assessment, as a basis for conceptual signage, striping, signal, lighting, hardscape, and streetscape design. More details regarding data collection and analysis can be found in Section III.
 - *Alternatives Analysis and Concept Design Memo*: communicates the consultant's approach to analyzing the proposed design alternatives, and identifying a preferred alternative, and refining the preferred alternative to 10% PS&E, including conceptual signage, striping, signal, lighting, hardscape, and streetscape design. Building on the previous task, this memo shall specify methods of analysis, and the data-driven criteria by which alternatives will be analyzed to develop preferred alternatives.
 - *Environmental (CEQA/NEPA) Memo*: communicates the consultant's proposed approach to completing required environmental clearance for the project, including updating the Preliminary Environmental Study (PES), and completing CEQA and NEPA. This memo shall communicate the consultants proposed approach(es) to completing environmental clearance, including specific state and federal statutes to be cited, forms, reports, and studies to be completed. More details regarding environmental clearance can be found in Section III.
 - *Basis of Detailed Engineering Design Memo*: summarizes the expectations for and approach to each detailed engineering design submittal and confirms the basis for key technical issues such as approaches to utility locating, field investigation, topographic survey, grading and drainage, roadway geometry and vehicle turning analyses, pavement design, utility design, landscaping, signage and striping, signal design, and lighting. This would include establishing relevant design standards and details. This Basis of Design Memo follows on the work of previous phases, addressing design issues at a deeper level of detail and technical specificity shall be submitted prior to beginning the Detailed Engineering Design phase. The consultant shall submit a completed City of Berkeley Consultant QA/QC form with each design submittal (10%, 35%, 65%, 95%, and 100%). The consultant will be the engineer of record and is responsible for providing quality control on all design and engineering deliverables prior to sending to the City. As such, the City's engineering review of the consultant's deliverables is considered a courtesy, and the consultant should not expect that City staff will perform a detailed engineering review. The City of Berkeley's QA/QC form is included as Attachment N to this RFP.
- B. Public Engagement (Online Public Survey, Project Website, Online Open Houses): The Consultant, in partnership with City staff, will assist in informing and soliciting input from members of the Berkeley community, including, but not limited to, students, adjacent property owners, merchants, employees, customers, residents, transit riders, and youth, people of no or low-income, people of color, and people with lower English proficiency who are often not represented in the outreach events/activities. Public input will be sought at key points in the conceptual design process, particularly when design alternatives are

identified and again when preferred alternatives are presented. With City input, the Consultant will lead the following public engagement activities:

- One (1) public survey administered online and publicized to transit riders, UC Berkeley students, faculty, and staff, and Southside business owners, employees, and customers
- An ongoing project website
- Two (2) Public Open House online meetings each with the general public

All public meetings should be provided in an accessible format and include translation and interpretation services, to be determined in partnership with the City. Public meetings and other engagement methods should be publicized using a variety of channels. The first Open House would be for the purpose of presenting refined design alternatives, followed by presentation of a preferred design alternative at the second Open House. The consultant should substantially complete public engagement subtasks prior to approval of the 10% PS&E. In consideration of the likely need for ongoing social distancing, the Consultant should propose how to conduct all meetings and public engagement activities remotely while maintaining accessible and equitable access for all Berkeley community members. Socially-distanced public engagement requires a fundamental paradigm shift and careful consideration of methods of promoting online events; the need for accessible materials and translation services online; specific channels of receiving input (social media, text message, phone calls, online Q&A, etc.); and what actual and additional resources are required to successfully deliver such an engagement strategy. A successful socially-distanced public engagement process will address the “digital divide”, specify what platforms and venues will be used, and will follow the latest emerging best practices in pursuing creative solutions to the challenge of maintaining equitable access to public process.

- C. Public Engagement (Stakeholder Group, Transportation Commission, and City Council Meetings): The City, with technical support from the Consultant, will convene and manage two (2) overlapping groups of stakeholders with particular interest in the project, as well as marking presentations to the Berkeley Transportation Commission and Berkeley City Council. Members of both stakeholder groups will participate in the conceptual design of the project. Only members of the institutional stakeholder group will participate in detailed engineering design through 35%, 65%, and 95% PS&E. The City anticipates a total of twelve (12) stakeholder meetings, three (3) Transportation Commission Meetings, and one (1) Berkeley City Council Meeting. The City Council meeting would be for the purpose of approving the preferred alternatives conceptual design (10% PS&E). Additional topic-specific meetings will occur with selected staff, commissions, and key stakeholders as necessary. For each meeting, the Consultant role will be limited to supporting the City by assisting with the preparation of meeting materials such as PowerPoint presentations and staff reports. These materials should constitute a relatively low level of effort, and be based entirely on other consultant public engagement and technical design deliverables.
- Public Stakeholder Group (3 meetings): consisting of Telegraph Business Improvement District; Walk Bike Berkeley and Bike East Bay; Associated Students of the University of California (ASUC); commissioners from the Berkeley Transportation, Public Works, and Disability Commissions; and other representatives of groups to be identified representing the public interest.
 - Institutional Stakeholder Group (3 meetings): City of Berkeley Office of Economic Development, UC Berkeley, AC Transit, and Lawrence Berkeley National Laboratory
 - In addition to these six (6) stakeholder group meetings, the City anticipates up to six (6) additional meetings to be scheduled as-needed for the purpose of collecting input or addressing the specific concerns of particular stakeholders
 - Three (3) Berkeley Transportation Commission meetings
 - One (1) Berkeley City Council meeting

D. Existing Conditions Data Collection and Analysis – Concept Design: At the start of the project, the City will provide the Consultant with preliminary design cross-sections for each of the four project corridors. These preliminary design cross-sections will directly inform level of effort for the existing conditions and data analysis task. The consultant will collect data and perform a number of technical studies to understand existing conditions and as a basis for subsequent analysis of impacts of design alternatives in order to select a preferred alternative, and ultimately to complete final detailed engineering design. This task will include the following sub-tasks:

- Data collection:
 - i. Collect all existing conditions data at a sufficient level of detail and consistency to depict “before” conditions for the purpose of completing before and after project studies;
 - ii. Review record drawings and other documentation of existing conditions, especially related to potential utility conflicts;
 - iii. Conduct site visit and review existing conditions;
 - iv. Review prior concept plans and applicable City plans and policies and other relevant documents, such as City of Berkeley General Plan Transportation Element, Southside Area Plan, Bicycle Plan, Vision Zero Action Plan; City of Berkeley design documents for the Fulton Street Bikeway, Southside Complete Streets Phase I – Bancroft West, Adeline Street repaving project, and Milvia Bikeway project; AC Transit Major Corridors Study, Multimodal Design Guidelines, Rapid Corridors Project; UC Berkeley Long Range Development Plan, Campus Master Plan, and People’s Park Housing project documents, etc;
 - v. Collect data necessary to update the Preliminary Environmental Study (PES) and complete required documents for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance;
 - vi. Conduct preliminary topographic and utility surveys at a level of effort necessary to identify “fatal flaws” in concept design alternatives; perform right of way/parcel boundary research;
 - vii. Traffic data collection (i.e. safety and collision history; automobile, bicycle, and pedestrian traffic counts, if necessary and feasible; on-street and off-street parking utilization if necessary and feasible; transit operations, including transit speeds and travel time savings during peak hours (derived from available AC Transit data); freight and loading if necessary and feasible; etc.) Because of decreased transportation activity result from the COVID-19 crisis, this task may not include collection of new traffic, parking, transit, and safety data. Instead, it will likely consist of utilizing existing pre-COVID data and studies conducted by the City and from development and other projects in the area
- Analysis:
 - i. Conduct assessment of multi-modal safety, traffic circulation, freight and loading operations, parking, access to transit, transit operations existing conditions including transit reliability, transit delay, transit speeds, and transit travel time savings, and economic vitality indicators; assessments should be carried out using the latest proven methodologies such as Level of Traffic Stress, the Transit Capacity and Quality of Service Manual, etc. traffic circulation assessment should be conducted for all streets in the immediate project area which might be directly impacted by changes to vehicle circulation on the subject streets of the project;
 - ii. Geometric feasibility of layout and design of the roadway and intersections (i.e., lane width and turn radius study)

- iii. Traffic control device applicability study and design (i.e. signs, signals, flashing beacons if any, etc.)
 - iv. Multi-modal traffic analysis and modeling (e.g. vehicle flow, volume, vehicular delay; pedestrian volumes; Bicycle Level of Traffic Stress; transit delay, transit speeds, transit travel time savings, and access to transit utilizing Transit Capacity and Quality of Service Manual methodology; etc.) With regard to level of effort, because of decreased transportation activity result from the COVID-19 crisis, this task will not include new traffic model-building but will consist of updating existing the Southside Synchro traffic model previously completed for a study of one-way to two-way street conversion. This model will be updated using data from the previous sub-tasks utilizing more recent traffic data and studies from development and other projects
 - Prepare memo summarizing key opportunities and constraints identified through this task.
- E. Alternatives Analysis and Concept Design (10% PS&E): At the start of the project, the City will provide the Consultant with preliminary design cross-sections for each of the four project corridors. Consultant will be tasked with evaluating these preliminary design cross-sections to develop concept design alternatives, and identify and then refine a preferred alternative for each of the corridors. Based on the findings of the preceding data collection and analysis tasks, and input from staff, the public, and institutional stakeholders, the Consultant will prepare concept design alternatives for staff review and presentation to community members, Stakeholder Groups, and the Berkeley Transportation Commission. For purposes of this RFP, respondents should assume a maximum of three (3) concept design alternatives for each of the four (4) project corridors. For the Dana Street segment, it is anticipated that the Consultant may evaluate and recommend alternatives that nominally modify and further improve AC Transit's Dana Complete Street Pilot Project. Based on the outcome of this analysis, City input, and results of the public engagement process, Consultant will identify a preferred concept design alternative for presentation to community members, Stakeholder Groups, and the Berkeley Transportation Commission. Following this, Consultant will refine the preferred concept design alternative for presentation to Stakeholder Groups, the Berkeley Transportation Commission, and the Berkeley City Council. Consultant will develop project plans at the 10% design level and preliminary cost estimates for the preferred concept design 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.
- F. Environmental Clearance Support: The Consultant will provide necessary technical support to City staff to update an existing Preliminary Environmental Study (PES) and prepare and file environmental documents for California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance. Based on recent changes to CEQA, it appears that all elements of this project are Categorical Exempt as a result of the California state legislature approval of SB 288. Similarly, depending on the outcome of the PES, it is likely that all elements of this project will be determined to be Categorical Excluded from NEPA as alterations to existing facilities, however based on Caltrans determination following review of the PES, an Environmental Assessment document may be required for NEPA clearance. Any required environmental impact analysis will be conducted based on the 10% design..
- G. Develop 35% PS&E and Cost Estimate: Following City staff acceptance and Berkeley City Council approval of the Preferred Conceptual Design Alternative, and with ongoing input from City staff and Institutional Stakeholders, the Consultant will develop project plans and at the 35% design level and cost estimates for the selected alternatives, according to City of Berkeley standards and in response to staff review comments. The City will provide consolidated, internally consistent comments on each submittal. At the start of this task, following acceptance of the Basis of Detailed Engineering Design memo, Consultant will perform the following additional data collection and analysis tasks related to initiation of the Detailed Engineering Design phase:

- Conduct topographic and utility surveys; assess pavement condition and quality (e.g. Pavement Condition Index, etc.) to gather necessary data for design development (if deemed necessary to update existing City PCI data);
 - Pavement data collection and evaluation necessary for pavement design, including pavement deflections, cores/soil borings and utility survey (EBMUD, PG&E, AT&T, telecommunication, electrical, storm drains, sanitary sewer);
 - Pavement evaluation utilizing previously collected deflections, cores/soil borings, and utility survey. As part of this task, the design pavement structure and any other proposed hardscape design elements would be checked against any existing/proposed utilities to determine any required utility relocations (e.g., EBMUD, PG&E, AT&T, telecommunication, electrical, storm drains, sanitary sewer).
- H. Develop 65% and 95% PS&E and Cost Estimate: Following City staff acceptance and possible Berkeley City Council approval of the CEQA and NEPA documents, and with ongoing input from City staff and Institutional Stakeholders, the Consultant will develop project plans and at the 65% and 95% design level and cost estimates for the selected alternatives, according to City of Berkeley standards and in response to staff review comments. The City will provide consolidated, internally consistent comments on each submittal.
- I. Develop 100% PS&E and Final Cost Estimate: Following City staff acceptance of the 65% and 95% plans, and with ongoing input from City staff, the Consultant will develop 100% construction plans and final cost estimate (including quantities and unit costs) for the selected alternatives suitable for construction bids, according to City of Berkeley standards and in response to staff review comments. The City will provide consolidated, internally consistent comments on each submittal. As part of this task, the consultant will be expected to prepare specifications, including front-end specifications (bid proposal, bid table, estimated construction duration, and City-furnished forms and documents), Special Provisions, Technical Provisions, and appendices. The consultant is expected to be familiar with and include the City-furnished General Provisions as part of the specifications.

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. Responses should be sent via email to purchasing@cityofberkeley.info with the RFP Specification number and title clearly stated in the subject line.

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, design, and engineering 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 project setting, probable stakeholder concerns, strategies

for public engagement, and methodologies for multi-modal analysis, and identification of conceptual design alternatives, development of preferred concept design, and completion of final construction drawings. This section should include a description of how the consultant(s) would manage the project to ensure timely completion of the necessary project deliverables proposed to meet the City's objectives. Respondents' work plan should be organized by tasks and include a detailed milestone schedule organized around key meetings and deliverables.

3. Experience of Respondent:

Respondents shall describe the firm or team's 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. If subcontractors are to be used, the means by which these firms will participate must be specified and their experience presented in this section.

4. Staffing Plan:

Respondents shall provide a complete staffing plan for both prime consultant and all subconsultants, including organizational chart showing key personnel. Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the role and work tasks assigned to each individual. Respondents must also provide experience summaries of these key individuals, describing for each individual their previous experience on similar projects in similar roles, their educational background, and their length of tenure with the organization. Résumés of key individuals should be included in the appendices. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in Section II, Scope of Services. Respondent shall provide names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm. Key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract. Respondents shall submit Attachment K-2: Consultant Proposal DBE Commitment (LAPM Exhibit 10-O1) to demonstrate meeting the project's Disadvantaged Business Enterprise goal. See Attachment L: Notice to Proposers DBE Information (LAPM Exhibit 10-I) for more information about the project DBE goal.

5. 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 along with completion month and year.

6. Cost Proposal with Indirect Cost Rate Schedule:

The proposal shall include pricing for all services. Pricing shall be submitted as a separate PDF document, and shall be all inclusive, unless indicated otherwise. No cost proposal information should be provided as part of the separate technical proposal PDF document. The Proposal shall itemize all services, including hourly rates (direct and indirect) for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. The cost proposal must clearly identify base hourly rate, fringe benefits, and indirect costs for all personnel, with fee (profit) show separately. **Billing rate schedule cannot be used.** Additionally, other direct costs must be broken out in detail in order to be eligible for payment. The required cost proposal format, as shown in the *Local Assistance Procedures Manual*, is provided as Attachment K-1: Cost Proposal Template (LAPM Exhibit 10-H1) and should be provided in PDF document format, separate from the technical proposal PDF document. Price proposals should be accompanied by a copy of the prime proposer and subconsultants' current Indirect Cost Rate schedules, including copies of any Certified Public Accountant indirect cost rate audit report. **Proposers are strongly advised to have their audited Fiscal Year 2019 ICR prepared and used in their cost proposal, in order to comply with A&I requirements.**

- The prime consultant's financial management system must meet the financial standards set forth in 49 CFR Part 18.2

- The proposed costs in the prime and subconsultant cost proposals must comply with the cost principles established in 48 CFR, Chapter 1, Part 31, "Contract Cost Principles"

The cost proposal for both Prime and Subconsultants should be submitted as a separate PDF document titled "Cost Proposal".

7. 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.

8. City's Contracting Requirements and Federal Forms

This project has both City and Federal contract requirements. Attachment J: City Contract Sample and Federal Contract Requirements provides a sample City of Berkeley Professional Services Contract as well as Federal contract requirements (LAPM Exhibit 10-R) that will be incorporated within the final contract between the City of Berkeley and the selected Consultant. Required City and Federal forms are provided in additional attachments to this RFP. Only Prime consultants are required to submit the City and Federal compliance forms. Subconsultants do not need to submit the City and Federal compliance forms. The awarded firm is responsible for maintaining compliance with the stated requirements throughout the duration of the contract period. Respondents shall indicate in writing if they would agree to sign the City of Berkeley's Professional Services Contract revised to incorporate Federal requirements, including all required City and Federal forms. Respondents shall indicate the specific concerns and desired edits in writing as part of the proposal. **This will be the only opportunity to request contract changes** and negotiations would be based only on the items indicated in this proposal. Attachment K contains the Required Federal Forms checklist and individual forms. Instructions in Attachment K - Required Federal Forms Checklist indicate which forms are to be submitted with the proposal and which forms are to be submitted by the successful proposer at the time of contract execution. Any proposal submitted without required City or Federal forms will be rejected as non-responsive.

9. 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 II. 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
Understanding of the work to be done	25
Experience with similar kinds of work	20
Quality of staff for work to be done	15
Capability of developing innovative or advanced techniques	10
Familiarity with state and federal procedures	10
Financial responsibility	10
Demonstrated Technical Ability	10
Total	100

A selection panel of City of Berkeley staff will review all proposals submitted and select the top proposals. The top ranked proposers will be invited to make a presentation to the evaluation panel in a City office in Berkeley, California, at no cost to the City. Interviews are tentatively scheduled for **Thursday, November 12, 2020**. 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, Federal funding requirements, and is deemed to offer the best value to the City. Per Federal contract requirements as described in the Caltrans LAPM, prior to the award of the contract, the City will negotiate with the proposer to determine final scope, schedule, and budget for the purpose of submitting the required Caltrans/FHWA pre-award Consultant Financial Document Review Request (LAPM to Caltrans and FHWA. Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposal responses.

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: **Eric Anderson/Department of Public Works**

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. Sanctuary City Contracting Ordinance:

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). **Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.**

E. Conflict of Interest:

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

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

F. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: https://www.cityofberkeley.info/Finance/Home/Vendors_Living_Wage_Ordinance.aspx. The Living Wage rate is adjusted automatically effective June 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.

G. Berkeley Equal Benefits Ordinance:

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

H. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

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

B. Worker's Compensation Insurance:

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

C. Business License

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

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

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

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 100% 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: | 9/10/20 |
| <input type="checkbox"/> Pre-proposal Meeting | 9/17/20 |
| <input type="checkbox"/> Questions Due | 9/22/20 |
| <input type="checkbox"/> Post-meeting Answers to Questions | 9/24/20 |
| <input type="checkbox"/> Proposals Due from Potential Bidders | 10/22/20 |
| <input type="checkbox"/> Interviews | 11/12/20 |
| <input type="checkbox"/> Notification of Selected Consultant | 11/19/20 |
| <input type="checkbox"/> Negotiate final scope, schedule, and budget per Federal req’s | 12/3/20 |
| <input type="checkbox"/> Submit Caltrans Pre-award Consultant Financial Documents | 12/15/20 |
| <input type="checkbox"/> Council Approval of Contract | 1/19/21 |
| <input type="checkbox"/> Award of Contract | 2/2/21 |
| <input type="checkbox"/> Sign and Process Contract | 3/2/21 |
| <input type="checkbox"/> Notice to Proceed | 3/2/21 |

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

Attachments:

- | | |
|---|----------------|
| • Check List of Required items for Submittal | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Certification of Compliance | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |
| • City Contract Sample | Attachment J-1 |

- Federal Contract Requirements Attachment J-2
- Required Federal Forms Checklist Attachment K
 - Cost Proposal Template (10h) Attachment K-1
 - Consultant Proposal DBE Commitment (10o1) Attachment K-2
 - Consultant Contract DBE Commitment (10o2) Attachment K-3
 - Disclosure of Lobbying Activities (10q) Attachment K-4
 - Consultant Annual Certification of Indirect Costs and Financial Management System (10k) Attachment K-5
 - DBE Certification Status Change (17o) Attachment K-6
 - Final Report-Utilization of DBEs (17f) Attachment K-7
- Notice to Proposers DBE Information (10i) Attachment L
- Consultant Financial Document Review Request (10a) Attachment M
- QA/QC Certification Template Attachment N
- Southside Complete Streets Fact Sheet Attachment O
- Southside Complete Streets Corridor Scope Attachment P

ATTACHMENT A

CHECKLIST

- Proposal describing service (one (1) unbound original and four (4) unbound copies)
- Contractor Identification and Company Information
- Project Understanding and Work Plan
- Client References
- Work Samples
- Costs proposal by task, type of service & personnel
- The following forms, completed and **signed in blue ink, or by electronic signature** (attached):
 - Non-Discrimination/Workforce Composition Form Attachment B
 - Nuclear Free Disclosure Form Attachment C
 - Oppressive States Form Attachment D
 - Sanctuary City Compliance Statement Attachment E
 - Living Wage Form (*may be optional*) Attachment F
 - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment G
 - Cost Proposal Template (10h) Attachment K-1
 - Consultant Proposal DBE Commitment (10o1) Attachment K-2
 - Disclosure of Lobbying Activities (10q) Attachment K-4

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR FOR CALTRANS PRE-AWARD CONSULTANT FINANCIAL DOCUMENTS REVIEW.

- Provide **original-signed in blue ink or by electronic signature** (attached):
 - Consultant Contract DBE Commitment (10o2) Attachment K-3
 - Consultant Annual Certification of Indirect Costs and Financial Management System (10k) Attachment K-5

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

- Provide **original-signed in blue ink or by electronic signature** Evidence of Insurance
 - Auto

- Liability
 - Worker's Compensation
- Right to Audit Form Attachment H
- Commercial General & Automobile Liability Endorsement Form Attachment I
- Berkeley Business License

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.

Attachment B (page 2)

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING/20-11374-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: **SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING/20-11374-C**

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

Signature: _____ Date: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

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

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING/20-11374-C**

CITY OF BERKELEY
Living Wage Certification for Providers of Services

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

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees 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: **SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING/20-11374-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 completed by Contractor/Vendor



Form EBO-1 CITY OF BERKELEY

CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

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

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Form with fields: Name, 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.
B. Does your company provide (or make available at the employees' expense) any employee benefits?
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?

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?

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: _____

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: **SOUTHSIDE COMPLETE STREETS PLANNING, DESIGN, AND ENGINEERING/20-11374-C**

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

Attachment H

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

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

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

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

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

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

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

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

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

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative