



Finance Department
General Services Division

**REQUEST FOR QUALIFICATIONS (RFQ)
Specification No. 13-10729-C
FOR
Project Planning/Project Management Services for City of Berkeley
Center Street Parking Garage Reconstruction**

PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written Statements of Qualification from firms or individuals to provide **Project Planning/Project Management Services for the Reconstruction of the City's Center Street Parking Garage**. As a Request for Qualifications (RFQ) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, required contents of the Statement of Qualifications, and vendor selection process are summarized in the attached RFQ. **Statements of Qualifications must be received no later than 2:00 pm on Tuesday, September 10, 2013.** All responses must be in a sealed envelope and have **"City of Berkeley Center Street Parking Garage"** and **Specification No. 13-10729-C** clearly marked on the **outer most mailing envelope**. Please submit one original and 2 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

Statements of Qualification will not be accepted after the date and time stated above. Incomplete statements that do not conform to the requirements specified herein will not be considered. Issuance of the RFQ 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 statement of qualifications 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 Statements of Qualification. The act of submitting a statement is a declaration that the proposer has read the RFQ and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Matt Nichols, Principal Transportation Planner** via email at mnichols@cityofberkeley.info no later than **Friday, August 23, 2013**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
General Services Manager

I. INTRODUCTION

The City of Berkeley is seeking Statements of Qualification from Architectural and Engineering firms or teams of firms to assist the Public Works Department effort to replace the existing Center Street Parking Garage located at 2025 Center Street in Downtown Berkeley between Milvia Street and Shattuck Avenue. The City wishes to rebuild the facility to increase the supply of public parking and for the new parking garage to meet today's seismic standards and, as feasible, include additional elements of first floor commercial space, secure bicycle parking, office space for parking management, and public art.

The existing garage is a 5-story, 420-space parking garage with ground floor retail which was built in the late 1950's. The garage's parcel is approximately 0.8 acres, with a rectangular 259' x 134' floor plate. Vehicle access is from both Center Street and Addison Street, and vehicle circulation through the building is one-way through 5 split-level floors with a double "helix" design which separates ascending and descending vehicles. Single elevators are located in the northwest and southwest corner stair towers, and a stair tower is located in the southeast corner of the facility.

The City is seeking to identify an architectural and engineering firm or team that is best qualified to meet the City's project objectives. These objectives include:

Refine the understanding of the parking demand in the area, including specific demand from potential partners.

- Develop an appropriate revenue model and potential partnership agreements to provide sufficient cash flow to support parking construction, revenue bonds, and operation costs.
- Complete the design to enable construction of the appropriate number of parking spaces given the demand, revenue model, and executed partnership agreements.

II. SCOPE OF SERVICES

The City is seeking a qualified firm or team that can lead the project planning required to move the project through the design phase, including project planning, financial planning, development of legally binding partnership agreements, planning for parking mitigation during construction, architectural and engineering services, and other tasks. The City is seeking a vendor(s) that can perform all of these tasks, or have the ability to partner with vendors that can perform them. The selected firm or team would first complete Tasks 1-6 listed below, and subsequent Tasks will be contingent upon the results of these efforts and the City's decisions as informed by the results. The City reserves the right to terminate the contract at any point and competitively solicit for the remaining Project Scope, if it so desires.

The new structure will accommodate approximately 690 parking spaces and include, as feasible, additional elements of first floor commercial space fronting both Center and Addison Streets, secure bicycle parking, office space for parking management, and public art. The new structure has a height limit of 67 feet (above which the adjacent building's air rights would require a 20' inset from the eastern parcel edge) and will incorporate "green building" criteria and strive to obtain a LEED Silver certification.

The actual number of parking spaces will depend on the project Financial Plan and Operational planning, which will include the estimated parking demand, queuing analysis, partnership agreements, and construction cost estimates. The City has carried out numerous studies of parking in the area and developed conceptual site plans. All relevant background documents will be provided to the selected firm or team.

Tasks include, but are not limited to:

A. Project Planning/Management

1. Project Planning/Project Management

The selected firm or team will provide an experienced professional Project Manager to provide complete management of the project planning efforts, including coordination of City staff involvement and all internal review and approval. The Project Manager will communicate and work directly with City staff and external stakeholders as needed. The Project Manager will report directly to the Transportation Division Manager within the Public Works Department. The Project Manager can be provided with a work station in City offices as needed.

2. Negotiation of Partnership Agreements, Revenue Model and Financial Plan

The City and its consultants have developed construction cost estimates for several design concepts. (See Exhibit A.) The selected firm or team will update the construction cost estimates and the Pro Forma to include best available operational and maintenance cost estimates and an interim parking/construction mitigation plan. The Consultant will include projected revenue, projected life-cycle costs, partner payments or investments, In-Lieu Parking Fee revenue, and other sources, and will work with the City's Finance Department, Bond Counsel, and others to produce a complete Financial Plan for the project.

Three major institutions – UC Berkeley, Peralta Community College District/Berkeley City College, and the YMCA – have stated their interest in investing or entering into a long-term customer agreement to enable construction of a parking structure that will provide their institutions with parking. The City has met with each group and developed a preliminary parking demand assessment based on data they provided about current usage. (See Exhibit B.) The Consultant would carry out further negotiations with these and potentially other partners, including financial negotiations and drafting of necessary legal documents, in close consultation with the City Attorney's Office, and subject to approval by the City Council.

3. Refine Current Design Options

The City has developed several designs and construction cost estimates for the site, including different structure heights, with and without subterranean parking, and with varying amounts of ground floor commercial space. The project planning work to date has not established an optimal size of facility in light of future parking demand, from area growth and from the needs of potential partners, nor has it established an optimal amount of ground floor commercial space. The Consultant would be expected to develop design options iteratively, based on demand estimates, queuing analysis, an assessment of operational efficiency, and reflecting the needs of the potential partner agencies. The design will also need to accommodate feedback from the site's neighboring building owners, businesses, tenants and other stakeholders.

4. Environmental Documents

The Consultant shall work with applicable State of California offices to determine what type of environmental assessment is necessary for the demolition and re-construction of the parking garage. The Consultant shall then prepare and file the appropriate environmental documents and provide traffic, parking, noise shadows, historical resources and other required analysis as necessary.

5. Draft Temporary Parking Mitigation Plan

In advance of the Traffic Management Plan that will be developed as part of the Construction Mitigation Plan for the demolition and reconstruction of the garage, the Consultant will draft a detailed Plan for mitigating the temporary loss of parking during construction. The City desires this relatively early in the project planning process because of the importance of the parking facility to City revenue and importance of parking to downtown Berkeley economy. The Consultant will work with City staff and stakeholders to develop detailed measures that address parking demand temporarily displaced by reconstruction of the garage.

6. Schematic Design Development (35% Level of Design)

The Consultant shall define the optimal design option based on outcome of potential partnership negotiations and agreements, the Financial Plan, and operational efficiency considerations. The Consultant will develop a complete site plan using survey information, soil reports, on-site and off-site utility information. Within the Schematic Design Development, the Consultant will recommend the general size, shape, massing of elements, and relationship of the major project components; establish elevations and exterior finishes; and establish conceptual design criteria for structural, mechanical, and electrical systems. The Consultant will prepare a Schematic Design including schematic drawings and preliminary project descriptions that describes systems, materials, products, type of construction proposed, performance criteria, cost estimate, and preliminary project schedule.

The Consultant shall convene meetings as necessary and will collect all stakeholder comments and provide written response to comments and modify the project as needed.

B. Project Approval

If the Project Planning efforts result in a financially and technically feasible project, and all partnership agreements are in place, the City will provide written Notice to Proceed for the Consultant to carry out the tasks required for the second phase, Project Approval.

7. Work with Permit Services Center to obtain a Building Permit

Consultant will lead project through Plan Check and the Building Permit Application process, which requires submittal of Construction Drawings, Energy Calculations, Structural Calculations, and Soils Report. This project element will begin and proceed as far as possible during the Project Approval phase, but will necessarily extend into the Project Development Phase.

C. Project Development

If the results of the Project Planning and Project Approval phases result in a financially and technically feasible, permitted project, and all partnership agreements are in place, the City will provide written Notice to Proceed for the Consultant to develop the tasks needed for Project Development.

8. Design Development, from 35% to 100% Level of Design

Consultant shall develop the Parking Garage design and circulate 35%, 60%, 90%, and 100% Level of Design for review by all City divisions. Consultant shall convene meetings as necessary and will collect all comments and provide written response to comments and modify the project as needed.

9. Construction Mitigation Plan

The Consultant shall work with relevant City staff to develop a Construction Mitigation Plan (CMP) for the demolition and reconstruction of the garage. The CMP may include plans for

notice to the public and stakeholders, noise reduction, air pollution reduction, restricted work hours, and will finalize and incorporate the Draft Temporary Parking Mitigation Plan described in Task 5 above. The Consultant shall work with relevant City staff to finalize the Traffic Management Plan and Final Parking Mitigation Plan, which must include complete operational details, role and responsibilities, and budget to ensure successful implementation.

10. Preparation of a Construction Bid package

The Consultant will produce a full set of 100% Level of Design Construction Drawings and all other materials necessary to enable the City to Advertise for Construction. Consultant will work with Public Works Department Engineering Division and the Finance Department General Services Division to release the Invitation to Bid.

III. SUBMISSION REQUIREMENTS

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

1. Cover Letter

Respondents should submit a cover letter expressing their interest in the Project. The letter must contain, at a minimum, the following information:

- Statement of interest.
- The name of the organization or company, the organization's principal place of business, the name, telephone number and e-mail address of the contact person and the company tax identification number.
- Certification that the information and data submitted is true and complete to the best knowledge of the individual signing the letter.
- Signature by an authorized director of the firm.

2. Statement of Qualifications in Response to Selection Criteria

Respondents shall describe their firm or teams qualifications to carry out the project described above. The response should include a description of projects and experience of the past five years or longer 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 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 and credentials presented in this section.

3. Experience of Key Staff:

Respondents shall identify the key individuals to be assigned to this project (by name and position) and describe the work tasks assigned to each individual. The respondent 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. Resumes of key individuals may also be included. Respondents shall also list any professional affiliations, licensures, and certifications that are pertinent to the work described in Section II, Scope of Services.

4. References:

Provide a minimum of *three (3)* 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. Similar reference information should be provided for any subcontractor.

5. Contract Terminations:

If your organization has had a contract terminated in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the

issue of performance was either (a) not litigated due to inaction on the part of the vendor or (b) litigated and such litigation determined that the vendor was in default.

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

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

IV. SELECTION CRITERIA

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

1. Demonstrated qualifications of the respondent. (45 points)
2. Experience of key staff (principals, project managers and other key personnel). (20 points)
3. References and Experience with similar projects. (30 points)
4. Overall quality of the response and conformance with RFQ requirements for content. (5 points)

A selection panel of City of Berkeley staff and external reviewers will review all Statements of Qualification submitted and will score and select the top firms. Should they deem it necessary, the selection panel may elect to invite the top respondents to make a presentation in a City office in Berkeley, California, at no cost to the City. The number of bidders selected for a presentation and interview will be at the sole discretion of the selection panel. Based on the initial responses and the panel interview, the panel will score and select the firm or team that is ranked as most qualified to meet the City's needs and is deemed to offer the best value to the City. Because this submittal is negotiable, all cost data will remain confidential until after the contract award is made, and there will be no public opening and reading of bids.

The City reserves the right to reject any or all of the proposals.

V. 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. **Respondents must submit the attached Non-Discrimination Disclosure Form with their submittal.**

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. **Respondents must submit the attached Nuclear Free Disclosure Form with their submittal.**

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. **Respondents must submit the attached Oppressive States Disclosure Form with their submittal.**

D. Conflict of Interest:

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

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

E. Berkeley Living Wage Ordinance:

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

F. Berkeley Equal Benefits Ordinance:

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

G. Statement of Economic Interest:

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

VII. OTHER REQUIREMENTS

A. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

B. Worker's Compensation Insurance:

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

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. The infirm, warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections 9.04.290, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305).

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

VIII. SCHEDULE (dates are subject to change)

- | | |
|---|--------------------|
| <input type="checkbox"/> RFQ Released: | August 8, 2013 |
| <input type="checkbox"/> Questions due to City of Berkeley | August 23, 2013 |
| <input type="checkbox"/> Response to Questions posted on City website | August 29, 2013 |
| <input type="checkbox"/> Proposals due | September 10, 2013 |
| <input type="checkbox"/> Selection Panel Evaluation Completed | September 24, 2013 |
| <input type="checkbox"/> City Council Approval of Contract | October 29, 2013 |
| <input type="checkbox"/> Award of Contract | October 30, 2013 |
| <input type="checkbox"/> Execute Contract | November 29, 2013 |
| <input type="checkbox"/> Notice to Proceed Issued | December 2, 2013 |

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 |

Exhibits

- Center Street Garage Conceptual Design Cost Estimates Exhibit A
- Potential Partner Parking Demand Profile Exhibit B

ATTACHMENT A

CHECKLIST

- Statement of Qualifications (one original and 2 unbound copies)
- Contractor Identification and Company Information
- Client References
- Costs Rate by 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 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

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

Contract Description/Specification No: **Center Street Parking Garage/13-10729-C**

Attachment B

Occupational Categories

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

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

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

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

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

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

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

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

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

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

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

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

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

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Center Street Parking Garage/13-10729-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: **Center Street Parking Garage/13-10729-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.

Attachment E

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

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Center Street Parking Garage/13-10729-C**

Section III

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- **** 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

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: **Center Street Parking Garage/13-10729-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: **Center Street Parking Garage/13-10729-C**