



**Finance Department**  
General Services Division

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 22-11526-C**  
**FOR**

**PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting proposals from qualified firms interested in providing planning, public engagement, environmental clearance, and preliminary engineering services for the Adeline Street Transportation Improvements 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, August 25, 2022.** All responses should be sent via email to [purchasing@cityofberkeley.info](mailto:purchasing@cityofberkeley.info) and have “**Specification No. 22-11526-C - PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS PROJECT**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical proposal. Corresponding pricing proposal shall be submitted as a separate 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 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.

An online pre-proposal meeting is tentatively scheduled. 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.

**Pre-proposal Meeting Information:** Thursday, July 28, 2022, 2:00 PM - 4:00 PM  
<http://us02web.zoom.us/j/88447957812>  
Phone: +1 669-900-9128, Meeting ID: 884 4795 7812

**For questions** concerning the anticipated work, or scope of the project, please **contact Eric Anderson, Senior Planner**, via email at [eanderson@cityofberkeley.info](mailto:eanderson@cityofberkeley.info) no later than **July 26, 2022**. 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://berkeleyca.gov/doing-business/working-city/bid-proposal-opportunities>.

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](mailto: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 Adeline Street Transportation Improvements Project (the “Project”). Consultant services are sought herein to provide planning, public engagement, environmental clearance, and preliminary engineering services. Specifically, the City is looking for consultants to assist with project scoping, community engagement, data collection, technical studies, concept design, environmental clearance, and preliminary engineering design resulting in 35% Plans, Specifications, and Estimates (PS&E) for construction of pedestrian, bicycle, transit, and passenger and freight loading facilities. The total project budget is \$535,000 for Preliminary Engineering, California Environmental Quality Act (CEQA) compliance, and 35% PS&E. This amount is primarily funded through a grant that the City of Berkeley has received from the Alameda County Transportation Commission. The selected Consultant will be required to comply with all relevant City of Berkeley and Alameda County Transportation Commission contract requirements.

### **Project Description**

The South Adeline Street Transportation Improvements project would develop preliminary engineering plans (35% PS&E) for multimodal improvements on the Adeline Street corridor from Martin Luther King Junior Way to the southern City Limits (King Street/62nd Street/Stanford Avenue/Martin Luther King Junior Way), including the five (5) intersections at Martin Luther King Junior Way (MLK Jr. Way) (northern project limit), Fairview Street, Harmon Street, Alcatraz Avenue, and Stanford Avenue/MLK Jr. Way (southern project limit). The corridor is approximately 0.3 mile in length.

The Adeline corridor in South Berkeley is one of Berkeley’s most historically, culturally, and economically diverse neighborhoods. This area is historically underserved due to well-documented past discriminatory “redlining” real estate and public policy. Prior to World War II, there was a sizeable Japanese population in the neighborhood. After the War, South Berkeley’s Black community grew larger and more cohesive, but in recent times the Black population has been declining due to gentrification pressures.

In 2015, the City of Berkeley began an extensive community engagement process to develop the Adeline Corridor Specific Plan (ACSP), a long-range plan to focus on the community’s vision and needs and to guide future growth. One of the five “big ideas” identified in the ACSP is a transformational redesign of the street. The community voiced desires for repurposing pavement as public open space, and to make the street safer and more comfortable for walking and bicycling while supporting local businesses.

The northern segment of Adeline Street from Shattuck Avenue to Ashby Avenue was recently repaved along with the installation of protected bikeways and bus boarding islands. The segment of Adeline Street at the Ashby BART station from Ashby Avenue to MLK Jr Way is currently being studied for a potential future roadway reconfiguration that may include a reduction in the number of general-purpose lanes and may also include bus lanes. The segment is already planned through the ACSP to include protected bike lanes. Further study and construction of that segment is tied to the planning of the Ashby BART transit-oriented development. The South Adeline Street Transportation Improvements Project intends to complete the remaining southern segment of Adeline Street with a road diet and accompanying traffic safety features. This project would coordinate the connection to the Ashby BART segment of Adeline Street at the northern project limit, as well as with the City of Oakland at the southern project limit.

The project portion of Adeline Street is approximately 80 feet wide with three travel lanes in each direction, not counting the parking bays. The width of the right-of-way presents an unparalleled opportunity, as well as a great challenge. The design of the street has an impact on the mode of transportation people choose to use—whether it be walking, bicycling, transit, or driving—which in turn has an impact on the City’s greenhouse gas emissions and ability to meet the ambitious goals of its Climate Action Plan and Resilience Strategy. The bookend intersections of the project area are an even greater challenge. The large intersection of Adeline Street where it meets MLK Jr Way presents a difficulty for people walking and cycling to the Ashby BART station. The even larger intersection of Adeline Street where it meets Stanford Avenue and MLK Jr Way at the southern City limits presents a difficult pedestrian environment, especially in light of the historic Lorin district with local businesses and the South Berkeley Farmers’ Market trying to thrive.

Adeline Street is designated as a major transit corridor. AC Transit runs Transbay Line F along Adeline Street, connecting Berkeley with San Francisco. Line F has the second highest daily ridership out of all Transbay lines. Although it is a Transbay route, a significant portion of Line F ridership is East Bay only, since it also connects to UC Berkeley campus and major shopping destinations in Emeryville. AC Transit plans to increase the frequency of Line F in the future. Consideration of a transit-only lane on Adeline Street and other improvements to support bus operations and reliability would help raise Adeline Street's functionality as a transit corridor.

Adeline Street has a "Study Cycle track" recommendation in the Bicycle Plan (2017) to evaluate whether to provide protected bikeways (aka Cycle track). Because of its designation as a major transit corridor, a complete streets corridor study was recommended to tie in both protected bikeways and transit improvements.

The Vision Zero Action Plan (2020) analyzed traffic crashes and identified Adeline Street as a high-injury street in an equity priority area. The equity priority area designation considers historic "redlining," racial/ethnic composition, property value, and cultural centers to guide the City of Berkeley in prioritizing infrastructure projects that remedy systemic inequity. It also acknowledges that lower income residents and people of color are disproportionately impacted by the risk of traffic injuries and fatalities. This project would implement one of the Vision Zero Action Plan's recommended actions to "Proactively build capital-intensive and quick-build safety projects" to work toward the goal of building and redesigning safer streets for everyone.

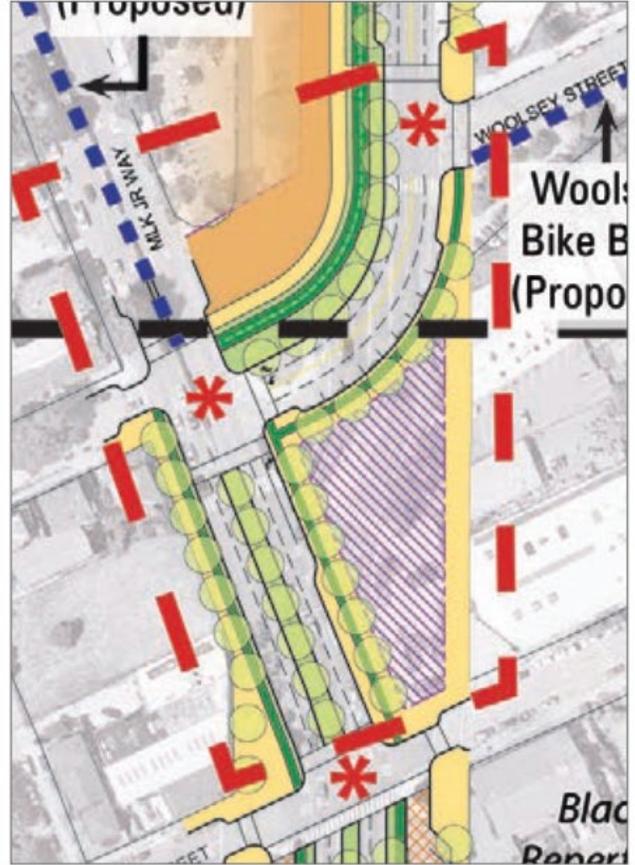
The Pedestrian Plan (2021) has also identified Adeline Street as one of the ten priority street segments for pedestrian safety improvements. The Pedestrian Plan prioritization factors include safety, equity, and connectivity. These plans and their recommendations mesh with the Adeline Corridor Specific Plan and affirm each other.

The City adopted the Adeline Corridor Specific Plan in 2020, and is aiming to continue the momentum of the planning process and begin implementation. The ACSP developed long-term design concepts (see below excerpted figures from the ACSP) for the corridor and major intersections, including the intersections of Adeline Street/MLK Jr Way (northern project limit) and Adeline Street/MLK Jr Way (southern project limit), which are the bookends of this project's study area. The ACSP developed high-level concepts for realigning the bookend intersections perpendicularly, which would improve safety for all users. The middle three intersections (at Fairview, Harmon, and Alcatraz Streets) would require a lower level of effort. The ACSP noted that these long-term design concepts are "subject to further refinement and/or assessment of options during future planning and design phases, including street alignment, intersection geometry, public space design and programming, or configuration of opportunity area for community-oriented facility or affordable housing." The ACSP also notes that "Detailed design of pedestrian and bicycle treatments at intersections [...] will occur during later design phases." Thus, this project takes its mission from the ACSP to refine and develop 35% designs for the corridor and its five intersections.

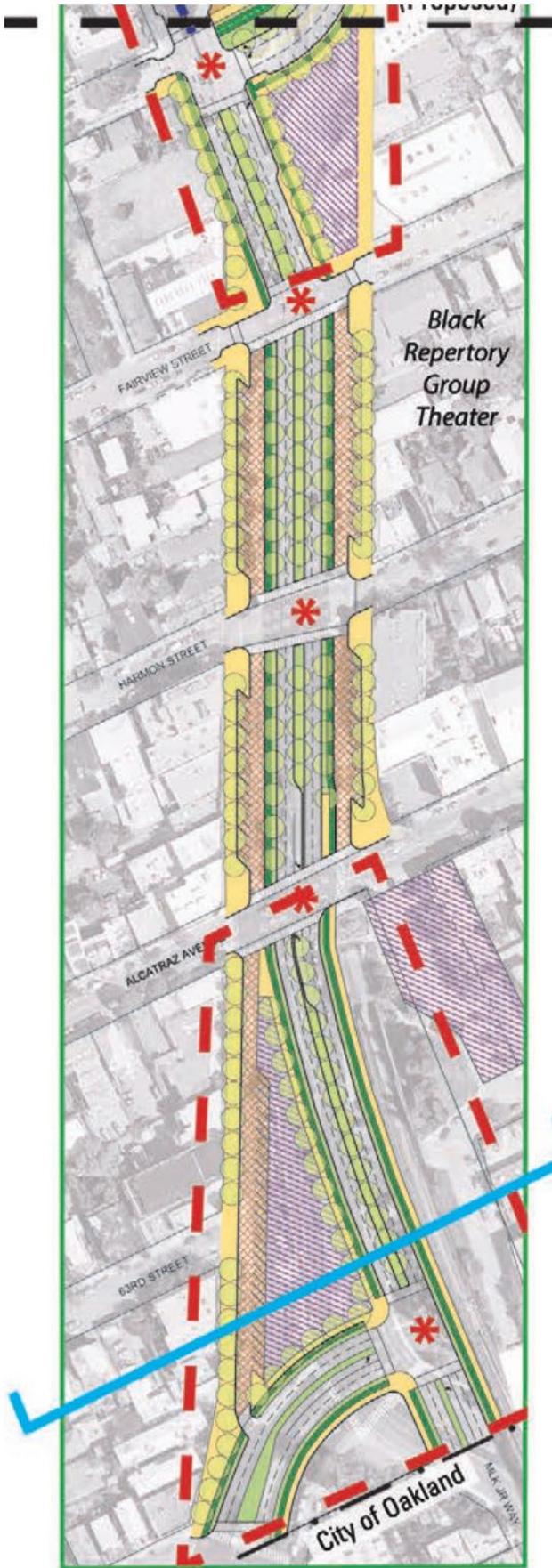
### Figure 6-11 Intersection of Adeline and MLK Jr. Way



Existing conditions at the intersection of Adeline and MLK Jr. Way.



Design concept for the intersection of Adeline Street and MLK Jr. Way. See Figure 6-1 for map legend. The design will be refined in the future with additional engineering and design details.



**Figure 6-7 SOUTH ADELINE - Long-term ROW Design Concept**

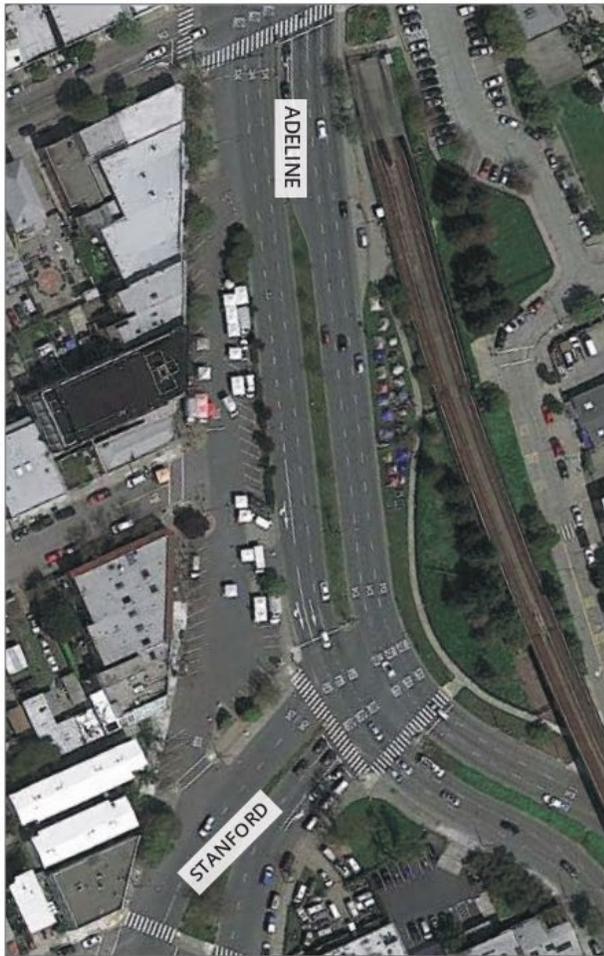
**LEGEND**

- Public Space Opportunity Area: may include landscaped areas, plazas and programmed events. See Chapter 7 Public Space for additional details.
- Sidewalk
- Landscaped medians and buffers
- 2-Way Cycle Track (Class 4 Bikeway) (Occurs on West side between Russell Street and MLK Jr. Way)
- 1-Way Cycle Track (Class 4 Bikeway)
- Proposed Bike Blvd
- Existing Bike Blvd
- Low-speed drive aisles for access to properties, parking, and drop off zones, as well as for Fire Dept vehicles
- Trees (denoting rows of trees rather than individual locations)
- Detailed design of pedestrian and bicycle treatments at intersection not shown, will occur during later design phases. See Section 6.5 "Pedestrian Circulation" and Section 6.6 "Bicycle Facilities" and Section 6.3 "Intersection Design" for additional details.
- Area subject to further refinement and/or assessment of options during future planning and design phases, including street alignment, intersection geometry, public space design and programming, or configuration of opportunity area for community-oriented facility or affordable housing.
- Opportunity Area for potential public space and/or development (additional study required)

The right of way concept and circulation pattern, including location of driveways, bus stops, and passenger loading areas will undergo further

Location of **Figure 6-8** Street Section

Figure 6-12 Intersection of Adeline and Stanford/MLK



Existing conditions at the intersection of Adeline and Stanford/MLK Jr. Way.



Design concept for the intersection of Adeline Street and Stanford/MLK Jr. Way. See Figure 6-1 for map legend. The design will be refined in the future with additional engineering and design details.

Consistent with the design concept in the ACSP, this project would develop preliminary engineering plans to add protected bikeways by repurposing two general purpose lanes, reducing the total number of general-purpose lanes from six to four. The designs would integrate pedestrian and bicycle intersection improvements such as lighting, pedestrian median refuges, and other crossing improvements, as well as transit improvements such as “bus bulbs” (curb extensions at bus stops), bus boarding islands, queue jump lanes, and/or bus-only lanes. Opportunities for public space would be taken into account when developing plans for realignment of the two bookend intersections.

The design concepts will be analyzed by an Institutional Stakeholder Group as well as by a Public Stakeholder Group to ensure technical feasibility and secure community buy-in. The subsequent stages of detailed engineering design to develop construction plans and the construction of the transportation improvements would be funded separately through future City grant-funding efforts.

Through this project, the City would keep its promise to the community that the Adeline Corridor Specific Plan will not just be another plan on the shelf, but that it will be implemented to fulfill the community's vision and improve quality of life for current and future residents.

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 historical, cultural, and economic dimensions of this bustling area of South Berkeley.

Please see Attachment M, South Adeline 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

Provide safe and equitable transportation facilities that meet the mobility needs of all residents, regardless of age, means, and abilities, and that further the attainment of the City's greenhouse gas reduction target, advance the City's Vision Zero goal of reaching zero traffic deaths and severe injuries by 2028, and support local businesses and the cultural vitality of the Adeline Corridor.

The Adeline Corridor Specific Plan includes the following policies that guide this project:

1. Provide complete streets for all users, humanizing the design and function of Adeline Street and other cross streets.
2. Redesign the Adeline Street right-of-way to provide better public space, improve multi-modal transportation access, create a more attractive street, and improve safety for persons of all means and abilities.
3. Develop and implement improved multi-modal designs for key intersections, prioritizing safety, multi-modal access, public space, and community use of public land.
4. Encourage universal accessibility improvements along the corridor, and continue to work with the community to identify priority locations for improvements for those with disabilities.
5. Improve pedestrian facilities and amenities that create a safe and attractive environment that encourages walking and accommodates increased pedestrian activity.
6. Focus bicycle facility improvements on Adeline and at locations where the Berkeley Bicycle Plan's existing and planned bicycle network crosses Adeline.
7. Work closely with AC Transit to support continued and improved bus transit and shuttle service along the Adeline corridor.
8. Work with BART to maintain and improve its ability to serve Bay Area travelers and accommodate regional growth, including growth around the Ashby Station.
9. Implement innovative strategies that make efficient use of existing parking resources while reducing demand for additional parking.

The project goals and policies from the ACSP align with the Alameda County Transportation Commission 2020 Countywide Transportation Plan's four goals:

1. Accessible, affordable, and equitable;
2. Safe, healthy, and sustainable;
3. High quality and modern infrastructure; and
4. Economic vitality.

### Potential Project Improvements

To meet the project goals of ensuring transportation safety and an attractive public realm that fosters increased pedestrian and bicycle activity and transit use, the following design elements should be considered in developing street designs:

- Road diet: Reduce number of lanes on Adeline from three to two lanes in each direction between Ashby BART and the Oakland border.
- Raised one-way cycle tracks: Raised one-way cycle track (Class 4, separated bikeway) on both sides of Adeline Street, and continuing on toward Stanford Avenue to connect to the buffered bike lanes on Adeline Street in Oakland. Portions of cycle track alongside medians and access aisles should have beveled curbs so that their width can be included in the clear space required for Fire Department access.
- Perpendicular alignment of intersection: Perpendicular realignment of the intersections of Adeline Street/MLK Jr. Way (northern project limit) and Adeline/MLK Jr. Way (south project limit), which improves intersection safety for all modes of transportation and creates an opportunity area for public space, community-oriented facilities, or affordable housing.
- Landscaped medians: Narrower median can include trees with a narrower columnar leaf canopy; wider medians can include trees with a larger canopy.
- Sidewalks: Evaluation of sidewalk width and surface condition to ensure consistent, ADA-accessible walkways that serve as an appealing frontage for local businesses. Drive aisle-facing sections of sidewalk kept clear of vertical objects for Fire Department access.
- Median potential: The median at the currently unsignalized intersections at Fairview and Harmon Streets can accommodate a future dedicated left-turn lane if needed.
- Dedicated left-turn lanes. Dedicated left-turn lanes maintained in the north and southbound directions at the intersection of Adeline Street and Alcatraz Street.
- Transit priority: Red transit-only lanes, Transit Signal Priority signal modifications, queue jump lanes, bus boarding islands, 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.
- Pedestrian crossing improvements: Crosswalk markings, flashing beacons or signals, curb “bulb-outs” 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.
- Micro mobility facilities: Dedicated electric scooter parking, etc.
- Traffic signal improvements: 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: 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.

Please see Attachment M, South Adeline Scope, for additional background information, guidance, and level of effort regarding where the improvements listed above are likely to be proposed along the project corridor.

## II. SCOPE OF SERVICES

Contract work is expected to commence in summer 2022 for an anticipated eighteen (18) month period. The project timeline and critical dates are as follows:

### **Conceptual Design, Public Engagement, and Environmental Clearance**

November 2022	Project kickoff
November 2022 to February 2023	Data collection & analysis; initiate public engagement
February 2023 to April 2023	Analyze and present design concept
May 2023 to June 2023	Refine and present design concept
July 2023 to September 2023	Finalize and complete concept design (10% PS&E)
October 2023	Environmental analysis and CEQA documents
November 2023	Berkeley City Council approval of concept design (10% PS&E)

### **Detailed Engineering Design**

December 2023 to August 2024	Complete Preliminary Engineering (35% PS&E)
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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 communication protocols and recurring meeting schedules, and discuss 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 Task Memo to the City describing their approach to that task. The Task Memos are an opportunity for the consultant to affirm and clarify the scope of work, offer additional details, and propose alternate approaches for the City's consideration, if needed. 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 Project Manager; 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, Transit, and Street 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 topographic survey and utility locations, field investigations, roadway geometry, property line and ROW identification, signal operations analysis, vehicle turning analyses, pavement assessment, as a basis for signage, striping, signal, lighting, hardscape, and streetscape design. More details regarding data collection and analysis can be found in Section III.

- ***Concept Design and Analysis Memo:*** communicates the consultant's approach to analyzing the proposed concept design from the ACSP, and refining the concept design 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. This memo should also include the consultant's approach to preparing the preliminary construction cost estimate, which should be based on AACE International standards of practice or other City-approved method/format.
  - ***Environmental (CEQA) Memo:*** communicates the consultant's proposed approach to completing required environmental clearance for the project. This memo shall communicate the consultants proposed approach to completing environmental clearance (presumed to be a CEQA Categorical Exemption), including specific state statutes to be cited and technical studies to be referenced (Traffic, Transit, and Street Operations, Parking, and Traffic Safety). More details regarding environmental clearance can be found in Section III.
  - ***Basis of Detailed Engineering Design Memo:*** summarizes the expectations for and approach to the 35% 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%). 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 L 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, faith-based institutions, 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 the concept design is being refined. With City input, the Consultant will lead the following public engagement activities:
- One (1) public survey administered online and publicized to residents, transit riders, and Adeline Street business owners, employees, and customers
  - An ongoing project website
  - Two (2) Public Open House online meetings each with the general public
  - Detailed record of public comments and responses

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 revisiting the Adeline Corridor Specific Plan, presenting the initial concept design, and gathering detailed feedback, followed by presentation of a refined concept design 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 the public process.

C. **Public Engagement (Stakeholder Groups, 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 make 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% 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 alternative’s 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 the Lorin Business Association; South Berkeley Now; Friends of Adeline; Walk Bike Berkeley; Bike East Bay; commissioners from the Berkeley Transportation, Public Works, and Disability Commissions; and other representatives of art organizations, churches, non-profits, social service providers, Healthy Black Families, the South Berkeley Farmers’ Market, the Ashby Flea Market, Ed Roberts Campus, East Bay Center of the Blind, senior housing residents, youth groups, and the Berkeley Drop-In Center; and others to be identified by City of Berkeley and the consultant.
- Institutional Stakeholder Group (3 meetings): Berkeley Department of Public Works Transportation, Engineering, and Streets Divisions; Berkeley Fire and Police Departments; Berkeley Office of Economic Development; UC Berkeley; AC Transit; BART; and others to be identified by the City of Berkeley and the consultant.
- In addition to these six (6) stakeholders group meetings, the City anticipates up to six (6) 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 and the consultant team will hold a preliminary discussion to evaluate the street design concept from the ACSP. Based on the ACSP concept and the outcome of this preliminary evaluation, 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 options in order to refine the concept design, and ultimately to complete 35% level design. This task will include the following sub-tasks:

- ***Data collection:***

- i. Revisit and update the existing conditions from the Adeline Corridor Specific Plan;
- ii. Collect all existing conditions data at a sufficient level of detail and consistency to depict “before” and “after” conditions;
- iii. Review record drawings and other documentation of existing conditions, especially related to potential utility conflicts;
- iv. Conduct site visit and review existing conditions;
- v. Review relevant City plans, policies, and other documents, such as the City of Berkeley Bicycle Plan, Vision Zero Action Plan, Pedestrian Plan; AC Transit Major Corridors Study, Multimodal Design Guidelines, Rapid Corridors Project; etc.;
- vi. Collect data necessary to complete required documents for California Environmental Quality Act (CEQA) compliance;
- vii. Obtain record drawings for utilities and property boundaries, including from utility companies, at the onset of work; conduct preliminary topographic and utility surveys at a level of effort necessary to identify “fatal flaws” in concept design alternatives, and detailed topographic and utility surveys at the 35% design phase; perform right of way/parcel boundary research;
- viii. 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 on-time performance during peak hours (derived from available AC Transit data); freight and loading if necessary and feasible; street operations; etc.) Because of changes in transportation activity resulting from the effects of the COVID-19 pandemic, this task may require incorporating existing pre-COVID data and studies conducted by the City and other partner agencies and from development and other projects in the area.

- ***Analysis:***

- i. Traffic studies (update and supplement the traffic analysis from the Adeline Corridor Specific Plan EIR), including LOS, queuing, speeds, volume/capacity, and a 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. Transit operations study, including on-time performance / transit delay, transit travel times, and transit frequency utilizing Transit Capacity and Quality of Service Manual methodology; etc.
- iii. Pedestrian Level of Service from National Cooperative Highway Research Program (NCHRP) Report 616
- iv. Bicycle Level of Traffic Stress
- v. Parking study, including an inventory of the different types of parking spaces and loading zones, and utilization;
- vi. Vision Zero Traffic Safety Study, including severe and fatal crashes involving pedestrians and bicyclists, and identifying crash types and countermeasures;

- vii. Street operations, including emergency access (i.e.; Fire Department, Police Department), Zero Waste (solid waste), stormwater, streets maintenance (i.e.; street sweeping), landscaping and tree maintenance (i.e.; City arborist maintenance access);
  - viii. Geometric feasibility of layout and design of the roadway and intersections (i.e.; lane width and turn radius study)
  - ix. Traffic control device applicability study and design (i.e.; signs, signals, flashing beacons if any, etc.)
  - x. Multi-modal traffic analysis and modeling (i.e.; 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.) This task will include updating the existing Synchro traffic model previously completed for the completion of the ACSP EIR. This model would be updated using data from the previous sub-tasks.
- Prepare memo summarizing key opportunities and constraints identified through this task.

The results of this task and recommended approach to the ACSP concept design will be presented to the Institutional Stakeholder Group, Public Stakeholder Group, Transportation Commission, and to the general public at the first online public Open House.

- E. **Concept Design (10% PS&E):** 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 a concept design that elaborates on the concept proposed by the ACSP. Consultant will develop project plans at the 10% design level and preliminary cost estimates for the concept design, according to City of Berkeley standards and in response to staff review comments. The preliminary construction cost estimates should be based on AACE International standards of practice or other City-approved method/format. In addition, Consultant will develop a striping and signage plan at the 10% design level for a potential nearer term version of the project concept. The City will provide consolidated, internally consistent comments on each submittal. Consultant and City will present this concept to Stakeholder Groups, the Berkeley Transportation Commission, and to the general public at the second online public Open House, and ultimately to the Berkeley City Council to seek approval for the concept design before continuing with 35% PS&E.
- F. **Environmental Clearance Support:** The Consultant will provide necessary technical support to City staff to prepare and file environmental documents for California Environmental Quality Act (CEQA) 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 and SB 743. Any required environmental impact analysis will be conducted based on the 10% design.
- G. **Develop 35% Design and Cost Estimate:** Following City staff acceptance and Berkeley City Council approval of the Conceptual Design, and with ongoing input from City staff and Institutional Stakeholders, the Consultant will develop project plans at the 35% design level and a cost estimate, according to City of Berkeley standards and in response to staff review comments. Consultant will also develop a striping and signage plan at the 35% design level for a nearer term version of the project if the nearer term striping and signage plan at the 10% design level was approved by City Council. The City will provide consolidated, internally consistent comments on each submittal. At the start of this task, Consultant will perform the following additional data collection and analysis tasks related to initiation of the Preliminary Engineering Design phase:
- Conduct detailed 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).

### 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](mailto: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, public engagement, environmental clearance, 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.

**This project, which is partially funded by an Alameda County Transportation Commission (Alameda CTC) grant, has Local Business Contract Equity Program Requirement, Local Business Enterprise (LBE), and Small Local Business Enterprise (SLBE) goals. Information on LBE and SLBE goals can be found in Attachment J – Alameda County LBE and SLBE Goal. All firms utilized to meet an LBE or SLBE goal must be certified by Alameda CTC by the time of proposal submission, and proof of certification must be submitted with the proposal.**

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:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges and direct expenses related to completion of the work shall be itemized. Pricing shall be presented as a project budget organized by task and sub-task, to match the tasks and sub-tasks identified in the respondent's proposed Scope of Work. Cost proposal, including any information about hourly personnel rates and direct expenses, must be provided as a separate PDF document from the technical proposal. Respondents shall submit the Alameda CTC Cost Proposal Form B, available here.

[https://www.alamedactc.org/wp-content/uploads/2020/12/Cost\\_Proposal\\_FormB\\_202012.xlsx](https://www.alamedactc.org/wp-content/uploads/2020/12/Cost_Proposal_FormB_202012.xlsx)

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 Forms

This project has both City and Alameda County contract requirements. Required City and County forms are provided in additional attachments to this RFP. Only Prime consultants are required to submit the City compliance forms. Subconsultants do not need to submit the City 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, including all required City forms, including Alameda CTC required contract language as shown in Attachment K. Respondents shall indicate the specific concerns and desired edits to City and Alameda CTC contract language 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. Any proposal submitted without required City or County forms will be rejected as non-responsive. A sample contract can be found on the City's website on the current bid and proposal page at the top of the page.

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

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.

<b>Criteria</b>	<b>Points</b>
Qualifications, experience and references	30
Project understanding and work plan	20
Price proposal with indirect cost rate schedule	20
Overall quality of the response and conformance with RFP requirements for content	15
Work samples	5
Ability to meet or exceed applicable LBE and SLBE goals	10
<b>Total</b>	<b>100</b>

A selection panel of City of Berkeley staff will review all proposals submitted and select the top proposals. Should the panel deem it necessary, the evaluation panel may elect to invite the top ranked proposers to make a presentation to the evaluation panel in a City office in Berkeley, California, at no cost to the City. The number of proposers selected for a panel interview will be at the sole discretion of the evaluation panel. Based on the initial proposals and the panel interview, the panel will select the proposal which best fulfills the City's requirements and is deemed to offer the best value to the City. The City may negotiate with the proposer to determine final pricing and contract form. 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. Email invoices to Accounts Payable and cc' [eanderson@cityofberkeley.info](mailto:eanderson@cityofberkeley.info); (List on invoice, Attn: Eric Anderson/Department of Public Works) and reference the contract number.

City of Berkeley  
Accounts Payable  
PO Box 700  
Berkeley, CA 94704-700  
Email: [AccountsPayable@cityofberkeley.info](mailto:AccountsPayable@cityofberkeley.info)  
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved 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. The Living Wage rate is currently \$14.97 (if medical benefits are provided) or \$17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed. **A certification of compliance with this ordinance will be required upon execution of a contract.**

**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**

**Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page whenever practical.***

**E. State Prevailing Wage**

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

Wage information is available through the California Division of Industrial Relations web site at: [http://www.dir.ca.gov/OPRL/statistics\\_and\\_databases.html](http://www.dir.ca.gov/OPRL/statistics_and_databases.html)

**VIII. SCHEDULE (dates are subject to change)**

- |  |          |
|--|----------|
| <input type="checkbox"/> Issue RFP to Potential Bidders:             | 07/06/22 |
| <input type="checkbox"/> Questions Due                               | 07/26/22 |
| <input type="checkbox"/> Pre-proposal Meeting                        | 07/28/22 |
| <input type="checkbox"/> Post-meeting Answers to Questions           | 08/04/22 |
| <input type="checkbox"/> Proposals Due from Potential Bidders        | 08/25/22 |
| <input type="checkbox"/> Interviews                                  | 09/08/22 |
| <input type="checkbox"/> Notification of Selected Consultant         | 09/12/22 |
| <input type="checkbox"/> Negotiate final scope, schedule, and budget | 09/26/22 |
| <input type="checkbox"/> Council Approval of Contract                | 11/03/22 |
| <input type="checkbox"/> Award of Contract                           | 11/04/22 |
| <input type="checkbox"/> Sign and Process Contract                   | 11/21/22 |
| <input type="checkbox"/> Notice to Proceed                           | 11/22/22 |

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
- Alameda County LBE and SLBE Goal Attachment J
- Alameda County Local Business Contract  
Equity Program Contract Requirements Attachment K
- QA/QC Certification Template Attachment L
- South Adeline Scope: Corridor Planning Background Attachment M

## 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
- Cost proposal by task, type of service & personnel (Alameda CTC Cost Proposal Form B, including LBCE Participation)
- 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

### **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
- Living Wage Form Attachment F
- Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment G
- 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: **PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS PROJECT/22-11526-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: **PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS PROJECT/22-11526-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: **PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS PROJECT/22-11526-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' changes (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: **PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS PROJECT/22-11526-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



**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).

**Attachment G** (page 1)

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: **PRELIMINARY ENGINEERING FOR ADELINE STREET TRANSPORTATION IMPROVEMENTS PROJECT/22-11526-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:

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

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

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

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

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

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, 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

**ALAMEDA COUNTY TRANSPORTATION COMMISSION**  
**Local Business Contract Equity Program – Procurement Document**

**A. Local Business Contract Equity Program Requirements**

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

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

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

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

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

**B. Proposal and Interview Evaluation Criteria**

**a. Ability to Meet or Exceed Applicable LBE and SLBE Goals.**

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). (A proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points). Proposer shall include in its proposal the LBE/SLBE Participation Summary from Alameda CTC Sample Cost Proposal Form B (under the worksheet tab labeled “LBCE”). Alameda CTC Sample Cost Proposal Form B is available on the Alameda CTC website at [www.alamedactc.org/app\\_pages/view/10614](http://www.alamedactc.org/app_pages/view/10614) and is incorporated herein as if attached.

**Local Business Contract Equity Program – Contract Document**

**A. ALAMEDA CTC Local Business Contract Equity Program**

1. CONSULTANT shall comply with all applicable provisions of Alameda County Transportation Commission's (ALAMEDA CTC's) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. [AGENCY] shall provide a copy of the LBCE PROGRAM to CONSULTANT upon request.
2. If the CONSULTANT or any subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this AGREEMENT.
3. No substitution of a listed LBE, SLBE, or VSLBE subconsultant on a contract can be made without the prior written approval of [AGENCY] with agreement of ALAMEDA CTC. If an LBE, SLBE, or VSLBE subconsultant is unable to perform successfully, the [AGENCY] or CONSULTANT shall submit a written request to ALAMEDA CTC for approval to replace such firm. CONSULTANT must make good faith efforts to replace such LBE, SLBE, or VSLBE with another LBE, SLBE, or VSLBE, respectively. ALAMEDA CTC may investigate the circumstances surrounding the substitution request.
4. CONSULTANT agrees that within ten (10) calendar days' receipt of payment from Sponsor Agency, CONSULTANT shall pay to its subconsultants all amounts due from such payment for satisfactory performance of its contract, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to LBE, SLBE, and VSLBE and non-LBE, SLBE, and VSLBE subconsultants.
5. CONSULTANT agrees to include any subconsultant's acceptable invoices with each Payment Request Form that it submits to Sponsor Agency no later than thirty (30) calendar days after receipt of such invoice from the subconsultant. This clause applies to LBE, SLBE, and VSLBE and non-LBE, SLBE, and VSLBE subconsultants.
6. CONSULTANT agrees further to release retainage payments, if any, to each subconsultant within thirty (30) calendar days after the subconsultant's work is completed and accepted. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This clause applies to LBE, SLBE, and VSLBE and non-LBE, SLBE, and VSLBE subconsultants.

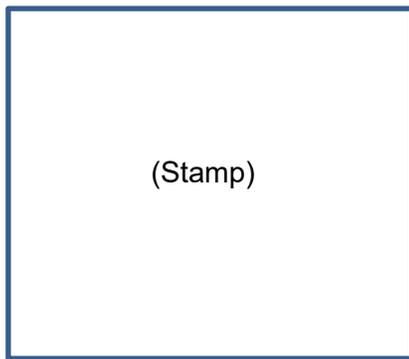
**QA/QC Certification Template**

(Company Letterhead)

(Date)

Quality Assurance / Quality Control Certification  
(Place Project Name Here)

I, (name of engineer), (title), have performed a Quality Assurance and Quality Control review of the Plans, Specifications, and Cost Estimate (PS&E) for the (Project Name). I hereby certify that the PS&E were prepared in accordance with the standards of professional practice, and that the PS&E are accurate, compliant with applicable standards, and reflect the current conditions. Further, I confirm that the plans and specifications are ready for bidding and construction.



(date of signing)

Signature (remove text before signing)

(Name)

(Title)

**South Adeline Street Transportation Improvements Project  
 Scope of Work  
Corridor Planning Background and Context**

<b>Segment</b>	<b>Adeline Corridor Specific Plan (2020)</b>	<b>Berkeley Bicycle Plan (2017)</b>
<i>Entire corridor</i>		Primary Transit Route and Complete Street Corridor Study
Adeline/Woolsey intersection		Pedestrian hybrid beacons
Adeline/MLK Jr Way Intersection	Realignment - bring the northern leg of Adeline into a more perpendicular alignment while providing an improved bicycle crossing and access to BART	Study Cycle track
MLK Jr Way - Fairview	10-foot-wide tree-lined sidewalks; no on-street parking	Study Cycle track
Adeline/Fairview intersection	Add median refuge island and flashing beacons	Study Cycle track
Adeline/Harmon intersection		Study Cycle track
Fairview - Alcatraz	14-foot-wide tree-lined sidewalks; no on-street parking along Adeline; back-in angled parking along access aisles	Study Cycle track
Adeline/Alcatraz intersection	Priority bicycle crossing improvements (existing bike lanes on Alcatraz); add bulb-out to SW corner	Study Cycle track
Alcatraz - Oakland border	8-foot-wide tree-lined sidewalks along Adeline travel lanes; 20-foot-wide tree-lined sidewalks along building frontage; no on-street parking along Adeline; angled parking along western access aisle	Study Cycle track
Adeline/MLK Jr Way/Stanford Intersection	Realignment - bring the Stanford leg of Adeline into a more perpendicular alignment, shift Adeline Street east toward the BART tracks	Study Cycle track
<b>Links</b>	<a href="https://berkeleyca.gov/your-government/our-work/adopted-plans/adeline-corridor-specific-plan">https://berkeleyca.gov/your-government/our-work/adopted-plans/adeline-corridor-specific-plan</a>	<a href="https://berkeleyca.gov/your-government/our-work/adopted-plans/berkeley-bicycle-plan">https://berkeleyca.gov/your-government/our-work/adopted-plans/berkeley-bicycle-plan</a>

Segment	Berkeley Pedestrian Plan (2021)	Vision Zero Action Plan (2020)	City of Berkeley 5-Year Repaving Plan
<i>Entire corridor</i>	Priority	Equity priority area, High-injury Street	Heavy Maintenance
Adeline/Woolsey intersection	Pedestrian hybrid beacons, bulb-outs		PCI: NB 73
Adeline/MLK Jr Way Intersection	Realign intersection, narrow vehicle lanes, road diet, add median refuge, bulb-outs		PCI: NB 75, SB 69
MLK Jr Way - Fairview	Road diet		PCI: NB 75, SB 69
Adeline/Fairview intersection	Road diet, add median refuge		PCI: NB 75, SB 69
Adeline/Harmon intersection	Road diet, add median refuge		PCI: NB 75, SB 69
Fairview - Alcatraz	Road diet		PCI: NB 75, SB 69
Adeline/Alcatraz intersection	Road diet, add median refuge		PCI: NB 75, SB 69
Alcatraz - Oakland border	Road diet		PCI: 75
Adeline/MLK Jr Way/Stanford Intersection	Realign intersection, road diet, add median refuge, bulb-outs		PCI: 75

<b>Links</b>	<a href="https://berkeleyca.gov/your-government/our-work/adopted-plans/pedestrian-plan-2020">https://berkeleyca.gov/your-government/our-work/adopted-plans/pedestrian-plan-2020</a>	<a href="https://berkeleyca.gov/your-government/our-work/adopted-plans/vision-zero-action-plan">https://berkeleyca.gov/your-government/our-work/adopted-plans/vision-zero-action-plan</a>	<a href="https://berkeleyca.gov/sites/default/files/2022-02/Pavement-Management-Update-2020.pdf">https://berkeleyca.gov/sites/default/files/2022-02/Pavement-Management-Update-2020.pdf</a>
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Segment	AC Transit Major Corridors Study (2016)	Alameda Countywide Transit Plan (2016)	General Plan - Transportation Element
<i>Entire corridor</i>	Short-term: Operational improvements, Long-term: BRT	Primarily dedicated transit lanes, bus bulbs, other transit priority treatments including TSP and adaptive signal control, queue jumps	Classification: Major Street, Emergency Access and Evacuation Route, High priority bicycle route, Primary transit route
<b>Links</b>	<a href="https://www.actransit.org/website/uploads/Draft-Final-MCS-Report.pdf">https://www.actransit.org/website/uploads/Draft-Final-MCS-Report.pdf</a>	<a href="https://www.alamedactc.org/planning/countyywide-transit-plan/">https://www.alamedactc.org/planning/countyywide-transit-plan/</a>	<a href="https://berkeleyca.gov/sites/default/files/2022-02/General-Plan_Transportation-Element.pdf">https://berkeleyca.gov/sites/default/files/2022-02/General-Plan_Transportation-Element.pdf</a>