

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 18-11248-C**

**FOR**

**THE BERKELEY MARINA AREA SPECIFIC PLAN (BMASP) &  
DRAFT ENVIRONMENTAL IMPACT REPORT (DEIR)**

**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Prospective Consultants:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide professional consultant services necessary to produce a **specific plan** for the Berkeley Marina Area, and a **draft environmental impact report** that complies with the California Environmental Quality Act. 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 consultant selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, November 20, 2018.** All responses must be in a sealed envelope and have "**BERKELEY MARINA AREA SPECIFIC PLAN & DRAFT ENVIRONMENTAL IMPACT REPORT**" and **Specification No. 18-11248-C** clearly marked on the **outer most mailing envelope**. Please submit one (1) unbound original and six (6) unbound copies of the proposal as follows:

**Mail or Hand Deliver To:**

City of Berkeley  
Finance Department/General Services Division  
2180 Milvia Street, 3rd Floor  
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete 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 prospective consultants 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 prospective consultants has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact **Nelson Lam, Associate Civil Engineer**, via email at [BMASP@CityofBerkeley.info](mailto:BMASP@CityofBerkeley.info) no later than **5 p.m., Wednesday, October 30, 2018**. Answers to questions will **not** be provided by telephone or email. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the Proposer's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Shari Hamilton  
General Services Manager

## I. BACKGROUND

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide professional consultant services necessary to produce a specific plan for the Berkeley Marina Area, and a Draft Environmental Impact Report (DEIR) that complies with the California Environmental Quality Act.

### Goal of Berkeley Marina Area Specific Plan

The goal of the Berkeley Marina Area Specific Plan (BMASP) is to provide a path for achieving a financially self-sustainable, publicly-owned marina area with infrastructure and amenities to support current and future community needs, while adapting to climate changes and promoting environmental stewardship. The project will involve extensive community processes.

### Study Area of the Specific Plan

The area now comprising the Berkeley Marina Area is defined as state tidelands that were granted by the State of California to the City of Berkeley in 1913, and as amended (most recently in 1962). The City holds this land in trust for the State for the promotion of commerce, navigation and fishery pursuant to that statutory grant (The grant of state tidelands documents are available online at: [www.cityofberkeley.info/marina\\_home/BMASP](http://www.cityofberkeley.info/marina_home/BMASP)). The State Lands Commission has final approval of all uses at the Marina Area.

The eastern boundary of the Marina Area is the eastern side of Marina Blvd; the northern boundary is the most northerly side of Cesar Chavez Park; the southern boundary is the southern side of the upland at 199 Seawall Drive (formerly Hs Lordships Restaurant); and the western boundary is the Breakwater on the west side of the Main Channel, and will also include the existing Berkeley Pier (first 3,000 feet from the existing rip-rap). The area to the east of Marina Blvd designated as Eastshore State Park is not part of the Marina Area, although its General Plan should be considered throughout the course of this study. The University Ave Right-of-Way from West Frontage Road to Marina Blvd is also included in the study, along with the Bay Trail Spur Trail and the upland shoreline area that sits on the south of University Ave. See Appendix A – Zoning Map.

### Overview of the Berkeley Marina Area

The Berkeley Marina Area is a highly valued community resource offering recreational opportunities and open space amenities for both local residents and visitors throughout the Bay Area region. With over 1,000 boat slips, it is the largest marina in the Bay Area. Because of its unique location on the Bay, it is also one of the most beautiful. This beauty is enhanced by limited development, and the large expanses of parkland and open space. With strong and reliable summer winds through the Golden Gate, the Marina is also a superb location for all forms of sailing and is one of the few large public marinas in the United States where the majority of boats are sailboats.

Older forms of the Marina area have existed since the mid 1800's. The current Berkeley Marina Area was fully built out on artificial fill on Bay mud in the 1960's using a loan from the California State Department of Boating and Waterways. By 1970, fifteen boat dock systems were constructed to provide 1,000 berths. By 1972, two restaurants, a hotel, and an office building were developed. By 1980, the two sailing clubs and sailing docks, the boat maintenance yard, and a third restaurant were developed. By 1991, the City landfill at the marina was capped and graded to become North Waterfront Park. In 1994, it was renamed Cesar Chavez Park.

Today, the Marina area is essentially a small city with over 1.2 million visits per year. The Marina Basin itself contains 52 acres of water and contains 1,000 boat berths ranging in length from 20 feet to 84 feet. Breakwaters exist outside the Main Channel entrance to the Marina to protect the Marina from strong

wave action. There are over 100 acres of upland and shoreline that contain parking lots, parks, launch ramps, restrooms, trails, and several commercial lots for lease that are fully accessible to the public.

The Marina area is also home to several non-profit organizations, co-operative clubs, and private charter fishing boats. These organizations offer low-cost public access to specialized water-related activities. In 2017, two small-scale ferry companies began running commuter services from the Berkeley Marina to San Francisco and Redwood City. Through these amenities, the Marina provides access to the Bay for a much wider demographic range than those marinas devoted primarily to servicing privately owned boats. See *Appendix B - Marina Facility Map*.

### **Recreational Programs and Special Events**

The City operates a Nature Center and Classroom that provides environmental education programs related to the San Francisco Bay environment to school-aged youth throughout the region, and operates the Adventure Playground, a unique experiential learning outdoor playground that sees over 50,000 person visits per year. The City's Marina Office and field staff also provide support to numerous special events provided to the public throughout the year, as follows:

- April - Berkeley Bay Festival – up to 10,000 visitors.
- July - 4<sup>th</sup> of July Fireworks and Celebration – up to 60,000 visitors.
- July (last weekend) - Berkeley Kite Festival – up to 30,000 visitors.
- Breast Cancer Walkathon – 5k and 10k – up to 10,000 participants.
- Other Special Events (under 10,000 visitors) (e.g., shoreline cleanup volunteer days, running races and marathons, numerous sailing regattas, the Winter On the Waterfront City Event and Fireworks, youth fishing derbies, etc).

### **Overview of Cesar Chavez Park**

At the northern side of the Marina Area sits Cesar Chavez Park, built on the site of a former landfill that contains a mix of organic and municipal waste, and is approximately 90 acres in size. It offers a wide range of recreational opportunities in a marina setting with spectacular views of the three bay bridges, as well as Alcatraz and Angel Island.

Cesar Chavez Park features a large multi-purpose turf area for kite flying, picnic areas (with drinking fountains, bbq pits, and portable toilets), perimeter trails, benches, nature viewing and other vista points, and several public art installations (e.g., the Chavez Memorial Solar Calendar and the Open Circle Art Installation seating area). The park also contains an official off-leash dog area, a wildlife protection area, and a dense landscaped area (Nature Hill).

The landfill underneath Cesar Chavez Park is subject to several regulatory permits: a) the Bay Area Quality Management District (BAAQMD) oversees the flare station that collects landfill gas from a network of gas collection system, and b) the Waste Discharge Requirements of the California Regional Water Quality Control Board San Francisco Bay Region. In terms of methane gas, the landfill is at the tail end of the gas producing phase, with annual emissions totaling less than 15% of the annual amounts generated in the first four decades of operation. In terms of water quality, testing results have found zero evidence of subsurface leaching into the surround waters nor contaminated surface runoff over the past four decades.

### **Current Challenges**

The City's "Marina Enterprise Fund" – the mechanism for managing all Waterfront revenues and expenditures – has annual revenues of approximately \$6.2 million and annual expenditures of approximately \$7.2 million, with an annual structural deficit in excess of \$1 million. The Fund is projected to exhaust all reserves within the next two years (by FY 2021). This fiscal crisis has accelerated due to

long-deferred infrastructure needs and declining berth occupancy rates. For the last twenty years, there has been a varying structural deficit in the Marina Fund, but it has been offset by staffing reductions or underspending of capital funds. These options are no longer possible because of prior reductions and the state of existing infrastructure, and new approaches are needed.

Marina Area revenue comes primarily from berth rentals and commercial lease rents. Berth Rentals (defined as Occupancy Rates) declined from 88% in 2015 to 77% in 2018. Lease revenue from restaurants and the hotel, whose rent is generally based on a percentage of gross revenue, declined about 5% last year. Boaters and commercial tenants have cited the Marina's deteriorating infrastructure, as well as safety and security concerns, to explain these declines.

Much of the existing Marina Area infrastructure – docks, pilings, buildings, parking lots, and roads – were originally constructed in the 1960s and 1970s, and have reached the end of their useful life. The cost to address these existing capital needs is estimated to exceed \$100 million. For many years, capital projects and large maintenance projects were only completed if absolutely necessary or if they were funded by outside grants. Since the inception of the Marina Fund, sufficient funds have not been set aside on an annual basis in a dedicated account for capital projects.

These challenges are discussed in more detail in the following recent reports to the City Council: (Note: documents are available online at: [www.cityofberkeley.info/marina\\_home/BMASP](http://www.cityofberkeley.info/marina_home/BMASP)

- *General Information on Waterfront, and Update on Hs. Lordships, Vehicle Encampment in the Waterfront and the Marina Fund – July 1, 2018.*
- *Waterfront / Marina Fund Update (includes Unfunded Capital Needs) – April 12, 2018.*

### **Previously adopted documents related to the BMASP**

Between 1998 and 2002, a Marina Master Plan process was undertaken to assess the current and future sustainability of the Marina. At that time, many of the Marina facilities had reached the end of their useful life. Adopted by the City Council in 2003, the Marina Master Plan provided a plan for capital projects to be funded by the Marina Fund. Since that time, some of the capital improvement projects were implemented. However, the economic downturn in 2008, as well as the need to pay back two DBW loans for the rehabilitation of B-E Dock and H-I Dock, resulted in the deferral of numerous capital improvement projects.

### **2003 Berkeley Marina Master Plan's Relationship to Other Planning Documents**

The 2003 Marina Master Plan confirmed the existing land/water uses and is an implementation program consisting of specific improvement projects and recommendations. The Marina Master Plan established capital project priorities, identified renovations to existing land-based facilities, and permitted minor adjustments to existing land/water uses. The Master Marina Plan is consistent with and supports the 2002 City General Plan and the 1986 Berkeley Waterfront Specific Plan.

### **Previously adopted documents**

- 1960 – Berkeley Marina Development Plan.
- 1964 – Invest in the Berkeley Marina – Info for Bid Purpose
- 1964 – The City of Berkeley Marina – A Master Plan and First State Development Plan.
- 1967 – South Marina Development Plan and Cost.
- 1977 – City Master Plan – Established.
- 1978 – North Waterfront Park Land Use Plan – Environmental Impact Report.
- 1979 – Berkeley North Waterfront Plan.
- 1986 – Berkeley Waterfront Specific Plan.
- 1991 – Conceptual Master Plan at North Waterfront Park.

- 1999 – Boat Facilities Infrastructure Assessment.
- 2002 – City General Plan Update.
- 2002 – Eastshore State Park General Plan.
- 2003 – Berkeley Marina Master Plan.
- 2006 – Waterfront Specific Plan Amendment (/General Plan) – sports fields at Gilman St.
- The Five-Year Marina Fund Forecast – current financial model for the Marina Enterprise Fund.

(Note: these documents are available online at: [www.cityofberkeley.info/marina\\_home/BMASP](http://www.cityofberkeley.info/marina_home/BMASP)

### **Current Projects at the Berkeley Marina Area that inform the BMASP**

#### Studies:

- 2018 - Feasibility Study on Mitigation of Undulating Pavement at University Avenue (West Frontage Rd to Marina Blvd) – Completed.
- 2018 - Berkeley Municipal Pier: Structural Assessment, Small-Scale Ferry Terminal Feasibility Study, WETA Ferry Terminal Feasibility Study – On-going.
- 2018 - Marina-wide Parking Assessment – On-going.
- 2018 - Sea-Level Rise Study: AB691 Vulnerability Assessment – Upcoming.

#### Major Capital Projects and Status:

- 2018 - South Cove East Parking Lot & Restroom Improvements – Construction Completed.
- 2018 - South Cove Gangway, and Floating Dock Improvements –Final Design.
- 2018 - Cesar Chavez Park Shoreline Revetment Spot Repairs –Construction.
- 2019 - University Avenue Lane Reconfiguration – Final Design.
- 2019 - Spinnaker Way Pavement Rehabilitation & Drainage Improvements –Final Design.
- 2019 - Marina Boulevard Pavement Rehabilitation - Final Design.

### **Other Available Documents**

- CEQA for the Bay Trail Spur Phase 1, 2 & 3.
- CEQA for the South Cove Parking Lot and Restroom Improvements.
- BCDC Permits.
- U.S. Army Corps of Engineers (USACE) Permits.
- Cesar Chavez Park – Updated Waste Discharge Requirement-RWQCB Order No. R2-2010-0064.
- Cesar Chavez Park – Landfill Gas Extraction Layout.
- Cesar Chavez Park – Landfill Gas Flare Permit – BAAQMD.

(Note: these documents are available online at: [www.cityofberkeley.info/marina\\_home/BMASP](http://www.cityofberkeley.info/marina_home/BMASP)

## **II. SCOPE OF SERVICES**

The Scope of Services listed below is not definitive and is intended only as a guide to illustrate the minimum project requirements. All prospective consultants are encouraged to propose additional alternative scopes to produce a more efficient approach to complete the specific plan.

### **TASK ONE: BASELINE CONDITION EVALUATION & INITIAL COMMUNITY ENGAGEMENT**

#### **A. PROJECT INITIATION**

##### **1. Project Management**

The Consultant will serve as project manager for the specific plan development process, and will be responsible for the technical accuracy and adequacy of work products, if any, including

their findings, recommendations and conclusions. The City will expect progress and budget updates that accompany invoices for work completed. The City will take the lead in organizing and providing agendas for City-consultant team meetings regarding specific plan issues.

## **2. Initial Project Coordination, Review of Previous Documents, and Identify Existing Challenges**

The Consultant will prepare for and attend an initial “kick-off” meeting with City staff and project representatives. The purpose is to discuss the expectations of stakeholders in this process, identify concerns and issues, and review information needs, work products and schedules. Review waterfront related documents: Previous General Plan, Specific Plan, Master Plan, recently completed projects, current projects and studies. Identify, and solidify existing issues/concerns and resolution framework.

## **B. BASELINE EVALUATION OF EXISTING CONDITIONS**

### **1. Assess existing infrastructure conditions and rehabilitation needs**

- Update the 1999 Boat Facilities Infrastructure Assessment based on existing operations. In addition, incorporate needed surface improvements at Cesar Chavez Park (e.g., trails and amenities), as well as all other infrastructure items not part of the 1999 Assessment (e.g., trails, amenities, Shorebird Park, Adventure Playground, Cesar Chavez Park, etc.)
- Provide program-level project scopes and cost estimates for each improvement identified in the updated 1999 Boat Facilities Infrastructure Assessment.
- Prioritize improvements based on public safety needs.
- Identify regulatory agency permit requirements associated with these capital improvements.

### **2. Assess existing amenities and operations**

- Conduct an inventory of existing Marina amenities and operations.
- Conduct market research to identify the trends and demands for amenities and operations at the Berkeley Marina Area over the next twenty years.

### **3. Perform financial analysis on the Marina Enterprise Fund based on existing Marina area infrastructure, amenities and operations**

- Using the current Marina Enterprise Fund financial model, analyze data from past and present conditions with the goal of achieving financial sustainability as soon as possible by optimizing revenues while maintaining or expanding existing operations and recreational activities, and preserving environmental habitats. Enhance the financial model or provide additional ways of analyzing the Marina Enterprise Fund.

## **C. EVALUATION OF OPPORTUNITIES & CONSTRAINTS**

### **1. Propose revenue generating opportunities and programs at each of the seven areas of study shown in the 2003 Marina Master Plan (pg 11-13)**

- Review existing land-use and zoning conditions.
- Describe the opportunities and constraints.
- Develop revenue generating options that help support the existing infrastructure, amenities, programs, recreational activities, and environmental habitats; and evaluate trade-offs.
- Describe potential implementation strategies including funding, regulatory, land-use zoning, and community processes.

## D. INITIAL COMMUNITY OUTREACH AND ENGAGEMENT

### 1. Community Engagement #1

Members of the consulting team will assist the City and its community engagement partners in the design and execution of community workshops/meetings/surveys to solicit community input on priorities for the development of the draft specific plan. Consulting team members will provide graphics and text materials for these workshops/meetings and will attend the meetings and participate in presentations and discussions. The overall responsibilities for outreach, communication, engagement, and meeting facilitation will be the responsibility of the City.

#### **TASK ONE - DELIVERABLES**

- *Meeting Agendas, and Minutes.*
- *Overall Project Schedule.*
- *Draft 5-year CIP Plan: Prioritized project scope of work, Program-level cost estimates, and anticipated funding sources.*
- *Technical memo on possible dredging needs, costs, and regulatory permit requirements.*
- *Memo on comparing demand and trends to existing amenities and operations.*
- *Memo on implementation strategy for each of the seven areas of study.*
- *Community Meeting Presentations and Meeting Notes.*
- *Graphic and text needed for community meeting processes.*

#### **TASK ONE - MEETING ASSUMPTIONS**

- *One (1) Kickoff Meeting.*
- *Two (2) Meeting/Presentations with City Staff to plan deliverables.*
- *Two (2) Meeting with City Commissions.*
- *Two (2) Pre-Community Meeting Coordination with City Staff.*
- *Two (2) General Community Meetings.*

## **TASK TWO: DEVELOP DRAFT SPECIFIC PLAN**

### A. DRAFT SPECIFIC PLAN

#### **Administrative Draft Specific Plan (ADSP)**

The Consultant will prepare an Administrative Draft Specific Plan based on a Table of Contents that has been agreed upon by Consultant and City staff. The Table of Contents should include, but is not limited to the following, and in general conformance with the Model Specific Plan Outline as shown in Appendix C:

#### **EXECUTIVE SUMMARY**

##### **A. INTRODUCTION**

- A.1 Structure of the Plan.
- A.2 City Vision, Values & Strategic Objectives.
- A.3 Parks, Recreation & Waterfront Department Mission.
- A.4 Strengths, Weaknesses, Opportunities, Threats (SWOT) Analysis.
- A.5 Key Themes.

##### **B. MARINA AREA COMMUNITY PROFILE**

- B.1 History.
- B.2 Park and Recreation Facilities.
- B.3 Demographic Information.
- B.4 Community Profile Conclusions.

## C. VISION, GOALS AND POLICIES

- C.1 Vision and Purpose of the Specific Plan.
- C.2 Relationship to the General Plan and Master Plan.
- C.3 Planning Area and Context.
- C.4 Equitable and Diverse Community Participation and Plan Process.
- C.5 Guiding Principles.
- C.6 Plan Organization.

## D. DEMAND AND NEEDS ASSESSMENT

- D.1 Key Themes.
- D.2 Recreation Program Needs.
- D.3 Facility Needs.
- D.4 Community Priorities.

## E. LAND USE

- E.1 Existing Land Use and Current Capital Projects.
- E.2 Revenue Generation Opportunity Sites and Focus Areas may include the former Hs Lordships lot, Shorebird Park Hill, restaurant areas, Marina Blvd eastern shoulder, portions of Cesar Chavez Park, and other potential areas.
- E.3 Land Use Framework: Diagram, Classifications, Standards.
- E.4 Revenue Generation Potential: Summary of Market Findings, Methodology and Assumptions, Net Development Potential.
- E.5 Policies and potential changes to existing land-use frameworks.

## F. ACCESS, CIRCULATION, AND PARKING

- F.1 Active/Alternative Transportation Modes: Access to Transit, Pedestrian Network, Bicycle Network, Pedestrian Accessibility.
- F.2 Automobiles: Roadway Network, Roadway Conditions.
- F.3 Ferries: Small-scale, WETA-scale, Terminal Designs (see reference to the current Pier/Ferry Terminal Study).
- F.3 Parking: Existing Parking Standards, Projected Demand, Parking Management.
- F.4 Transportation Demand Management.

## G. UTILITIES AND PUBLIC SERVICES

- G.1 Utilities: Water, Wastewater, Stormwater, Electricity and Natural Gas, and Communications.
- G.2 Public Services: Police Services, Fire Protection Services, Marina/Harbor Patrol, Marina Office Operations, Solid Waste Collection and Diversion, Street Cleaning, Restrooms, Landscaping, Facilities Maintenance, and other public amenities.

## H. RECREATIONAL FACILITIES

- H.1 Existing Parks and Recreational Facilities Conditions: Adventure Playground, Shorebird Park Nature Center and Classroom, Non-Profit Organizations (Sailing Clubs, Yacht Club), Boat Launch, Small boat docks, Municipal Pier, Fuel Dock, Cesar Chavez Park.
- H.2 Projected Demands: Impacts to existing recreational facilities.
- H.3 Cost of Operation and Maintenance.
- H.4 Regional Benefits of Recreational Facilities.

## I. RECREATION PROGRAMS AND SPECIAL EVENTS

- I.1 Programs: Nature Center educational and volunteer programs.
- I.2 Recreational uses: sailing, windsurfing, kayaking, dragon boats, stand-up paddle boarding, swimming, fishing, hobby planes and kites, bicycling, walking, nature viewing, photography, and picnicing.
- I.3 Projected Demands: Impacts to existing recreation programs.

- I.4 Specific Events: 4<sup>th</sup> of July Celebration and Firework, Kite Festival, Bay Festival, etc.
- I.5 Cost of Operations.
- I.5 Regional Benefits of Recreation Programs and Special Events.

## J. COMMERCIAL FACILITIES

- J.1 Revenue Generating Facilities Conditions: former HS Lordship Building, Skates Building, Marine Center Boatyard, Hana Japan/Sportsmen's Center Building, Berthing facilities (docks, slips, restrooms, and utilities).
- J.2 Projected Demands: Impacts to existing revenue generating facilities.
- J.3 Improvement needs.
- J.4 Discussion of Dredging needs at the Marina Basin and the Main Channel.
- J.5 New Revenue Generation opportunities.

## K. ENVIRONMENT AND SHORELINE PROTECTION

- K.1 Water: Hydrology, Water Quality, Flood-Risk Areas, Sea-Level Rise.
- K.2 Habitats and Wildlife: existing and future conditions, Special-Status Species.
- K.3 Noise Environment: Existing and future conditions.
- K.4 Hazardous Materials and Air Toxics: Existing and future conditions.

## L. IMPLEMENTATION

- L.1 Implementation of changes to land-use zoning, Marina Master Plan, and City planning documents.
- L.2 Implementation of specific improvement projects: feasibility, impacts on existing uses, mitigations, additional operational impacts (e.g., parking and traffic, noise, increased utility costs, other factors).
- L.3 Financing Strategies: Capital Projects Program, Marina Enterprise Fund, General Fund Contributions, Grants and Loans, Partnership Opportunities.

## M. RECOMMENDATIONS

- M.1 Strategic Action Initiatives.
- M.2 Capital Improvement Plan: Repair and Replacement Projects, Capacity Expansion Projects.
- M.3 Prioritizing the List – Applying the Criteria.

## B. PUBLIC REVIEW OF DRAFT SPECIFIC PLAN & COMMUNITY ENGAGEMENT #2

As directed by the City, the Consultant will revise the ADSP and produce the Draft Specific Plan public distribution, including copies of all referenced technical documents. The Consultant shall also provide all electronic files of the document and any technical appendices in native file and PDF formats. In conjunction with the Draft EIR, the Consultant shall attend two (2) public meetings during the 45-day comment period (e.g. Planning Commission and City Council meetings). The Consultant will prepare Plan Addenda as needed during the public review process to note changes recommended by Commissions and Council, and to incorporate appropriate public comments.

### TASK TWO - DELIVERABLES

- *Meeting Agendas and Minutes.*
- *Overall Project Schedule.*
- *Presentation of Draft Administrative Specific Plan to City Staff.*
- *Draft Administrative Specific Plan - Six (6) Hardcopies.*
- *Memo on summaries of draft administrative specific plan comments from City Staff.*
- *Community meeting presentations and meeting notes.*
- *Draft Specific Plan – Fifteen (15) Hardcopies.*
- *Community Meeting Presentations and Meeting Notes.*

### **TASK TWO - MEETING ASSUMPTIONS**

- Two (2) Meeting/Presentation with City Staff on deliverables.
- Two (2) Meeting with City Commissions.
- Two (2) Pre-Community Meeting Coordination with City Staff.
- One (1) Community Meeting.

### **TASK THREE: DEVELOP 2<sup>nd</sup> DRAFT SPECIFIC PLAN**

#### **A. DRAFT SPECIFIC PLAN #2**

Second draft of Specific Plan. The Consultant shall make any revisions necessary, prepare a final specific plan based on comments received on the Draft Plan (or comments on the DEIR that affected the Draft Plan) and provide 15 hard copies of the final document. The Consultant shall also provide all electronic files of the document and all technical appendices in native file and PDF format.

#### **B. PUBLIC REVIEW OF 2<sup>ND</sup> DRAFT SPECIFIC PLAN & COMMUNITY ENGAGEMENT #3**

As directed by the City, the Consultant will revise the ADSP and produce the 2nd Draft Specific Plan, suitable for public distribution, including copies of all referenced technical documents. The Consultant shall also provide all electronic files of the document and any technical appendices in native file and PDF formats. In conjunction with the Draft EIR, the Consultant shall attend two (2) public meetings during the 45-day comment period (e.g. Planning Commission and City Council meetings). The Consultant will prepare Plan Addenda as needed during the public review process to note changes recommended by the Commission and Council, and to incorporate appropriate public comments.

### **TASK THREE - DELIVERABLES**

- Meeting Agendas, and Minutes.
- Overall Project Schedule.
- Presentation of 2<sup>nd</sup> Draft Specific Plan to City Staff.
- 2<sup>nd</sup> Draft Specific Plan - Fifteen (15) Hardcopies.
- Memo on summaries of draft specific plan comments from City Staff.
- Community meeting presentations, and meeting notes.

### **TASK THREE - MEETING ASSUMPTIONS**

- Two (2) Meeting/Presentation with City Staff on deliverables.
- Two (2) Meeting with City Commissions.
- Two (2) Pre-Community Meeting Coordination with City Staff.
- One (1) Community Meeting.

### **TASK FOUR: CEQA REVIEW**

The required steps for environmental review are discussed below. The work products must meet the requirements of the California Environmental Quality Act (CEQA) statute and Guidelines, the City's Environmental Review Procedures, and State Planning and Zoning laws.

1. **Project Management.** The Consultant will serve as project manager for the environmental review process, and will be responsible for the technical accuracy and adequacy of subconsultant work products, including their findings, recommendations and conclusions. Members of the consultant team will be available for meetings with City staff and/or public presentations to support their analysis. The City will expect progress status and budget status reports to accompany regular invoicing of work completed to-date. The Consultant shall take the lead in developing agendas for meetings held with the City regarding CEQA issues. The City's in-house

project manager will take the lead in logistics related to organizing City-Consultant team meetings.

2. **Initial Project Coordination Meeting.** The Consultant and appropriate subconsultants will prepare for and attend an initial project coordination meeting with City staff and project representatives. The purpose is to discuss the expectations of stakeholders in this process, identify concerns and issues, and review information needs, work products and schedules.
3. **Project Description.** The Consultant shall prepare a CEQA Project Description based on the recommendations from the Draft Specific Plan. The Consultant shall assume one round of review of the Project Description by the applicant and staff prior to conducting any analysis.
4. **Selected Existing Conditions Review.** For this RFP, the Consultant shall build upon the information that has already been developed from previous adopted CEQA documents in order to comprehensively satisfy CEQA requirements. This will include documenting project impacts (if any), applicable City Conditions of Approval, mitigation measures, and resulting level of significance for each of the topical areas required under CEQA. The City anticipates that the scope of work shall include preparation of adequate analyses for the following, at the minimum, topics:
  - *Air Quality;*
  - *Cultural Resources – Historic Resources and Paleontology;*
  - *Greenhouse Gas Emissions;*
  - *Hazards and Hazardous Materials;*
  - *Hydrology and Water Quality;*
  - *Land Use and Planning;*
  - *Noise;*
  - *Parks and Recreation;*
  - *Population and Housing;*
  - *Public Services;*
  - *Traffic and Transportation; and*
  - *Utilities.*
5. **Notice of Preparation.** The Consultant will prepare and circulate a Notice of Preparation (NOP), notifying the public that an EIR will be prepared for the project. The Consultant shall satisfy all CEQA and City public noticing requirements. The Initial Study will be circulated with the NOP.
6. **Scoping Meeting.** The Consultant shall attend a publicly noticed Scoping meeting to facilitate public comment on the scope of the EIR. The Consultant shall review all written and oral comments received during project scoping and shall alert the City if the scope of work should be revised in response to any comments.
7. **CEQA Review and Preparation of Environmental Document(s).** It is anticipated that an Environmental Impact Report (EIR) will be needed for this specific plan. The required components of review and preparation of the EIR are outlined below.
  - a. **Administrative Draft EIR (ADEIR).** The Consultant shall prepare an ADEIR to address any potentially significant and unavoidable impacts identified in the Initial Study, or issues of specific interest or concern. The EIR will also include the following discussions: Introduction; Summary; Project Description; Recommendations from the Draft Specific Plan; Other CEQA Considerations; and Report Preparers and References. The City of

Berkeley Environmental Review Procedures require that a Mitigation Monitoring and Reporting Program (MMRP) be included in the ADEIR.

Based on the City's prior experience with EIRs, the Consultant should assume two rounds of comments on the ADEIR (i.e., two administrative drafts) prior to the screencheck draft and public review draft (Item 7b. below). The City requires that the second administrative draft retain the City's comments and edits on the first draft, in order to facilitate our verification that comments have been addressed. The City will consolidate all staff comments and edits for each round to ensure consistency. The consultant shall meet with City staff to review comments on the first ADEIR.

- b. **Draft EIR (DEIR).** As directed by the City, the Consultant will revise the ADEIRs and produce 15 hard copies of the DEIR, suitable for public distribution, including copies of all referenced technical documents and the Notice of Availability. The Consultant shall also provide one electronic copy (on CD or flash drive) of the document and any technical appendices in native file and PDF formats, along with 15 hard copies of the Summary Chapter for submittal to the State Clearinghouse. The Consultant shall attend two (2) public meetings during the 45 -day comment period.
- c. **Comments and Responses Matrix.** After the close of the DEIR comment period, the Consultant will develop and submit a matrix of comments received, preliminary thoughts on the response to each comment, and indication where City staff is expected to take the lead on a response. Responses to non-CEQA related comments should also be proposed. The purpose of this matrix is to allow staff to provide early input on how to approach the comments, and reduce the need for extensive revisions to the administrative draft of the RTC. The matrix will then be discussed at a meeting with staff.
- d. **Prepare Administrative Draft Response to Comments (ADRTC).** The ADRTC will include the following sections: Introduction; List of Commenters; Comments and Responses (including enumerated copies of all letters received and captioner's record from hearings on the DEIR); and, Draft EIR Text Revisions. The Consultant shall assume one administrative draft and one screencheck draft. The City will consolidate all staff comments and edits for each round to ensure consistency.
- e. **Final Response to Comments (FRTC).** Once the screencheck RTC is approved, a final RTC will be prepared. The consultant shall prepare a legally adequate final environmental document based on comments received on the DEIR and any additional analysis or information that is needed, and provide 15 hard copies of the final document and one electronic copy of document and all technical appendices in native file and PDF format. The Consultant shall attend two (2) public meetings during the adoption of the Final EIR, one of which will include a City Council meeting.
- f. **CEQA Findings and Statement of Overriding Considerations.** The Consultant shall prepare for use by the City all CEQA findings to facilitate action on the project.

#### **TASK FOUR - DELIVERABLES**

- o *Meeting Agendas, and Minutes.*
- o *Overall CEQA Schedule.*
- o *Presentation of the Administrative Draft EIR (ADEIR) to City Staff.*
- o *ADEIR - Fifteen (15) Hardcopies.*
- o *Memo on summaries of ADEIR comments.*
- o *Presentation on the Draft EIR (DEIR) to City Staff.*
- o *Memo on summaries of DEIR comments.*
- o *Community meeting presentations and meeting notes.*

#### **TASK FOUR - MEETING ASSUMPTIONS**

- Two (2) Meeting/Presentation with City Staff on deliverables.
- Two (2) Meeting with City Commissions.
- Two (2) Pre-Community Meeting Coordination with City Staff.
- One (1) Community Meeting.

#### **TASK FIVE: FINAL SPECIFIC PLAN & FINAL DRAFT OF EIR**

As directed by the City, the Consultant will produce the Final Specific Plan suitable for City Council adoption, and produce Final Draft EIR ready to be filed and adopted by the City, including copies of all referenced technical documents. The Consultant shall also provide all electronic files of the document and any technical appendices in native file and PDF formats.

#### **TASK FIVE - DELIVERABLES**

- Final Specific Plan.
- Final Draft EIR.

#### **TASK FIVE - MEETING ASSUMPTIONS**

- Two (2) Meeting/Presentation with City Staff on deliverables.
- Two (2) Meetings.

#### **ANTICIPATED PROJECT SCHEDULE (subject to change):**

Milestone	Dependent	Approximate Timeline
Notice to Proceed	Upon City Council Award of Contract & Funding	August, 2019
Community Engagement #1	Upon completion of Task 1	February, 2020
Administrative Draft Specific Plan	12 weeks after Community Engagement #1	June, 2020
1 <sup>st</sup> Draft Specific Plan	8 weeks after City Review of ADSP	October, 2020
Community Engagement #2	Upon completion, and public review of 1 <sup>st</sup> Draft Specific Plan	December, 2020
Administrative Draft EIR	12 weeks after completion of 1 <sup>st</sup> Draft Specific Plan	March, 2021
2 <sup>nd</sup> Draft Specific Plan	8 weeks after Community Engagement #2	March, 2021
Final Specific Plan & Final Draft EIR	4 weeks upon City notification	June 30, 2021

#### **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.

##### **1. Consultant Identification:**

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

##### **2. 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 projects that were completed under that client's direction.

3. **Price Proposal:**

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

4. **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 consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the consultant, or (b) litigated and such litigation determined that the consultant was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the consultant'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.

**IV. SELECTION CRITERIA**

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

1. EXPERIENCE (30 points)

- Similar, past, recently completed, or on-going projects that will substantiate experience.
- Prior experience and ability to work with public agency staff, jurisdictional agencies, the public, and addressing the various interests in developing a successful assessment.

2 QUALIFICATIONS AND ORGANIZATION (35 points)

- Professional background and qualifications of firm and team members.
- Current workload.
- Available staff.
- Resources.
- Capacity and flexibility to meet schedules, including any unexpected work.
- Ability to perform on short notice and under time constraints.
- Capabilities that distinguish you from other firms.

3 APPROACH (30 points)

- Understanding of the project's complexities and challenges, and of the project's mission and goals.
- An Estimate of Level-of-Effort document represented in staff hours per task is required to demonstrate efficiency.
- Quality of the proposed methodology for how the work will be effectively performed.

4 OTHER FACTORS (5 points)

- Presentation, completeness, clarity, organization, and responsiveness to the RFP.

## **V. SELECTION PROCESS**

A consultant selection committee of three (3) City staff will assess and rate all eligible written proposals based on the criteria under Section IV. The proposals will be reviewed and a top rated firms will be notified in the **third week of January, 2019**. Consultant interviews are tentatively scheduled to occur in the **third week of February, 2019**. These dates are subject to change.

Based on the results of the consultant interviews, a contract will then be negotiated with the highest rated prospective consultant. If agreement cannot be reached with this consultant; negotiations with other prospective consultants, in order of their respective final ratings, will then be conducted until a tentative agreement can be reached.

## **VI. PAYMENT**

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

City of Berkeley  
Accounts Payable  
1947 Center Street, 5<sup>th</sup> Floor  
Berkeley, CA 94704  
Attn: Nelson Lam, Associate Civil Engineer  
Parks Recreation & Waterfront Department

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

## **VII. CITY REQUIREMENTS**

### **A. Non-Discrimination Requirements:**

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

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

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

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

**C. Oppressive States:**

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

**D. Conflict of Interest:**

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

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

**E. Berkeley Living Wage Ordinance:**

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$14.97 (if medical benefits are provided) or \$17.45 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

**F. Berkeley Equal Benefits Ordinance:**

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

**G. Statement of Economic Interest:**

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

**VII. OTHER REQUIREMENTS**

**A. Insurance**

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

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

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

**C. Business License**

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

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

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

**D. Recycled Paper**

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

**E. State Prevailing Wage:**

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

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

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

<input type="checkbox"/> Issue RFP to potential bidders:	October 10, 2018
<input type="checkbox"/> Questions Due	October 30, 2018
<input type="checkbox"/> Proposals due from potential bidders	November 20, 2018
<input type="checkbox"/> Complete Selection Process	March, 2019
<input type="checkbox"/> Council Approval of Contract	May, 2019
<input type="checkbox"/> Award of Contract	July, 2019
<input type="checkbox"/> Sign and Process Contract	July, 2019
<input type="checkbox"/> Notice to proceed	August, 2019

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

**Attachments:**

- Check List of Required items for Submittal Attachment A
- Non-Discrimination/Workforce Composition Form Attachment B
- Nuclear Free Disclosure Form Attachment C
- Oppressive States Form Attachment D
- Living Wage Form Attachment E
- Equal Benefits Certification of Compliance Attachment F
- Right to Audit Form Attachment G
- Insurance Endorsement Attachment H
- Agreement for Consulting Services Attachment I

**Appendix:**

- A. Berkeley Marina Area Specific Plan Map.
- B. Marina Facility Map.
- C. Model Specific Plan Outline from The Planner's Guide to Specific Plan, Governor's Office of Planning and Research.

## ATTACHMENT A

### CHECKLIST

- Proposal describing service: one (1) unbound original and six (6) bound copies
- Contractor Identification and Company Information
- Client References
- The following forms, completed and **signed in blue ink** (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Living Wage Form Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

### **ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED CONSULTANT AFTER COUNCIL APPROVAL TO AWARD CONTRACT.**

- Provide **original-signed in blue ink** Evidence of Insurance
  - Auto
  - Liability
  - Worker's Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

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

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

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

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

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

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

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

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

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

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

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

City of Berkeley Contract Compliance Officer

**Attachment B**

## Occupational Categories

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

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

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

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

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

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

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

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

**CITY OF BERKELEY**  
**Nuclear Free Zone Disclosure Form**

I (we) certify that:

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

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

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

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

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

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

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

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

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

Contract Description/Specification No: BERKELEY MARINA AREA SPECIFIC PLAN & DRAFT ENVIRONMENTAL IMPACT REPORT / and Specification No. 18-11248-C

**Attachment C**

**CITY OF BERKELEY**  
**Oppressive States Compliance Statement**

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

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

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Ado, 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.: **BERKELEY MARINA AREA SPECIFIC PLAN & DRAFT ENVIRONMENTAL IMPACT REPORT / SPECIFICATION NO. 18-11248-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: \_\_\_\_\_

**Attachment D**

**CITY OF BERKELEY**  
**Living Wage Certification for Providers of Services**

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

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

**Section I.**

**1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS**

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

**YES** \_\_\_\_      **NO** \_\_\_\_

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_      **NO** \_\_\_\_

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

**2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.**

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

**YES** \_\_\_\_      **NO** \_\_\_\_

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_      **NO** \_\_\_\_

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

**Section II**

**Please read, complete, and sign the following:**

THIS CONTRACT **IS SUBJECT TO THE LIVING WAGE ORDINANCE.**

THIS CONTRACT **IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.**

**Attachment E**

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

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

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

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

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

Contract Description/Specification No: **BERKELEY MARINA AREA SPECIFIC PLAN & DRAFT ENVIRONMENTAL IMPACT REPORT / SPECIFICATION NO. 18-11248-C**

### **Section III**

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

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

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Department Name

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Department Representative

**Attachment E Page 2**

To be completed by  
Contractor/Vendor



## Form EBO-1 CITY OF BERKELEY

### **CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

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

#### **SECTION 1. CONTRACTOR/VENDOR INFORMATION**

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

#### **SECTION 2. COMPLIANCE QUESTIONS**

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
 Yes  No (*If "Yes," proceed to Section 5; if "No," continue to the next question.*)

B. Does your company provide (or make available at the employees' expense) any employee benefits?  
 Yes  No  
 If "Yes," continue to Question C.  
 If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? .....  Yes  No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? .....  Yes  No

If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E.

If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? .....  Yes  No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)

If you answered "No," continue to Section 3.

#### **SECTION 3. PROVISIONAL COMPLIANCE**

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

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

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?\* .....  Yes  No

\* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

## SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

## SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_,  
(City)  
(State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

### **FOR CITY OF BERKELEY USE ONLY**

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

**Attachment F**

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

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

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

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

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

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

Contract Description/Specification No: **BERKELEY MARINA AREA SPECIFIC PLAN & DRAFT ENVIRONMENTAL IMPACT REPORT / SPECIFICATION NO. 18-11248-C**

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

**Attachment G**

**CITY OF BERKELEY**  
**Commercial General and Automobile Liability Endorsement**

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

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

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

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

1. The named insured is \_\_\_\_\_.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:  
\_\_\_\_\_.
3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, Department of \_\_\_\_\_, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

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

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

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

By: \_\_\_\_\_

Signature of Underwriter's  
Authorized Representative

Contract Description/Specification No: **BERKELEY MARINA AREA SPECIFIC PLAN & DRAFT ENVIRONMENTAL IMPACT REPORT / SPECIFICATION NO. 18-11248-C**

**Attachment H**

## Attachment I

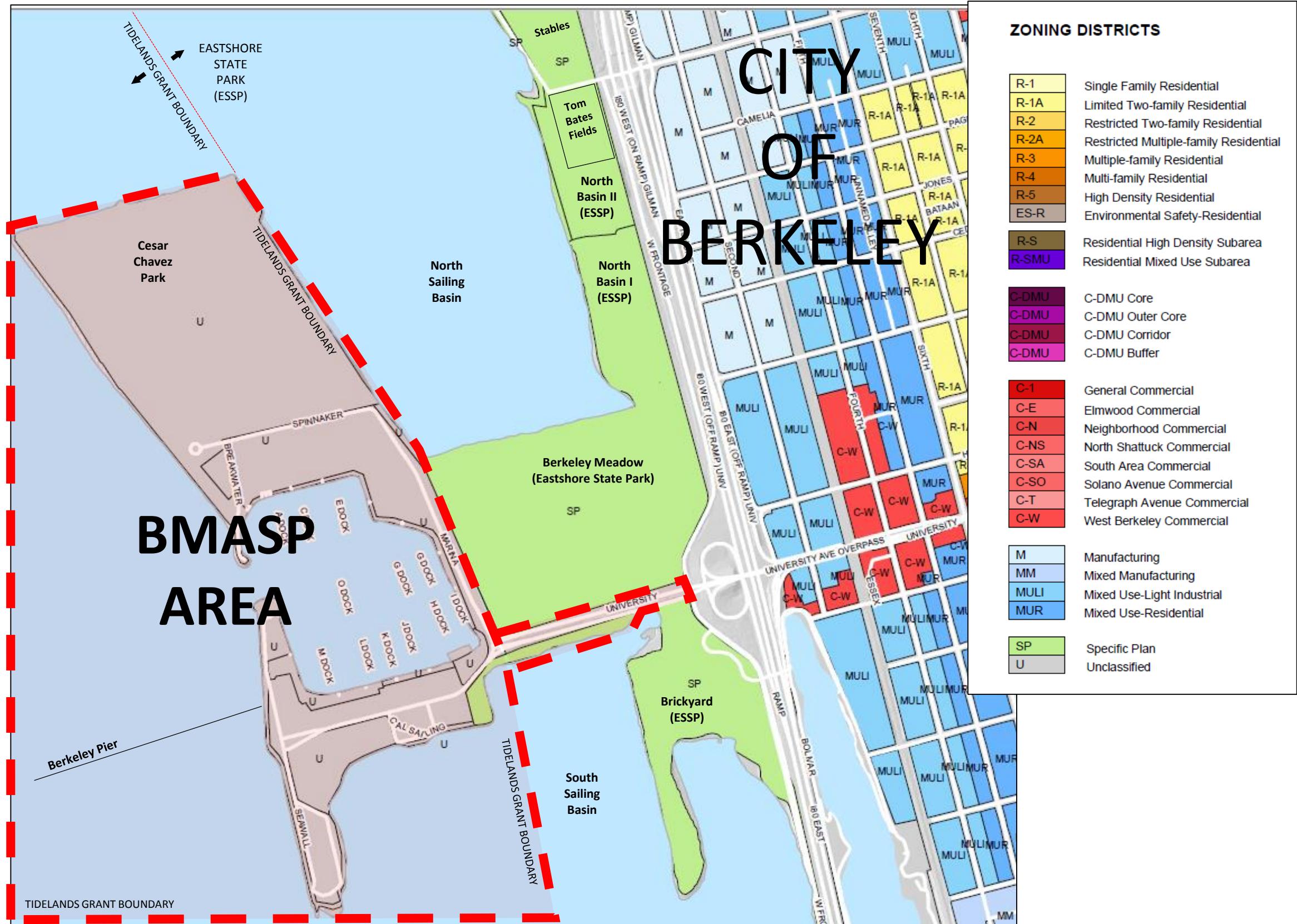
### Sample Agreement for Consulting Services

[See the following link on the  
City of Berkeley Current Bid & Proposal Opportunities webpage]:

[https://www.cityofberkeley.info/uploadedFiles/Finance/Level\\_3\\_-General/Personal%20Services%20Contract%20April%202015.pdf](https://www.cityofberkeley.info/uploadedFiles/Finance/Level_3_-General/Personal%20Services%20Contract%20April%202015.pdf)

## **Appendix A - Area of the Berkeley Marina Area Specific Plan (BMASP)**

(all landside areas within red dashed lines, including University Avenue to West Frontage Road)



## Appendix B - Marina Facility Map



## **Appendix C: MODEL SPECIFIC PLAN OUTLINE**

The following model outline is intended as a guide to the organization of a specific plan which is effective, efficient, and statutorily complete. [from The Planner's Guide to Specific Plan, Governor's Office of Planning and Research).

### **I. Introductory Plan Information**

- A. Title Page
  - 1. Name of the plan
  - 2. Name of local agency (Project proponent and/or public agency)
  - 3. Date of adoption
- B. Credits, acknowledgments and participants
- C. Table of Contents
- D. List of Tables
- E. List of diagrams and maps
- F. Copy of Adopting Resolution and/or Ordinance

### **II. Summary**

- A. Purpose statement and range of issues
- B. Location
- C. Acreage
- D. Summary of preparation process

### **III. Introduction**

- A. Detailed specific plan purposes
- B. Development and conservation issues addressed in the plan
- C. Project location, including influencing jurisdictions
  - 1. Written description
  - 2. Regional location map (See Figure 2)
  - 3. Vicinity map (See Figure 3)
  - 4. Site Location Map (See Figure 4)
- D. Planning area information and environmental description
- E. Statement of whether the document is policy or regulatory by application (If the plan is both policy and regulatory by design, explain the relationship between the policies and regulations.)
- F. Statement of how the plans policies and/or regulations accomplish the objectives of the plan.
- G. Relationship of the specific plan to the general plan.
- H. Relationship of the specific plan to neighboring plans and those of other jurisdictions, regional agencies, and the state.
- I. A list of projects required by law to be consistent with the specific plan (e.g. rezonings, tentative subdivision maps and public works projects).

### **IV. Land Use Planning and Regulatory Provisions**

- A. The land use plan - a statement of development policies (opportunities, issues, and analysis of data) pertaining to the planned type, intensity, and location of land uses consisting of :
  - 1. Objectives
  - 2. Policies
  - 3. Programs
  - 4. Plan proposals
    - a. Diagram and written description of planned land uses (See Figures 4 and 5).
    - b. Characteristics of each land use designation (e.g. single family residential, neighborhood commercial, open space for conservation).
      - 1) Development Standards
      - 2) Standards for conservation, development, and utilization of natural resources.

#### **B. Land Use Regulations**

- 1. Statement of purpose or intent
  - 2. Applicability
    - a. Statement of applicability of the regulations to the planning area and designations on the specific plan land use plan diagram.
    - b. Effective date of the regulations
  - 3. Statement of relationship between the specific plan regulations and the zoning, subdivision, and other local ordinances.
  - 4. Development standards.
- #### **C. Design Standards**
- 1. Building design, massing & height
  - 2. Parking ratios/standards, location & orientation
  - 3. Garage door size & type
  - 4. Entrances, access, & on-site circulation

### **V. The Infrastructure Plan**

- A. Transportation: Development policies pertaining to the planned distribution, location, extent and intensity of public and private transportation consisting of:
  - 1. Objectives
  - 2. Policies
  - 3. Discussion of the relationship between the objectives, policies and how they are implemented through the individual plan proposals.

4. Plan proposals
- Diagram(s) and written description of proposed transportation components, including improvements that support the planned land uses. (See Figure 6 and 7)
  - Development standards for the primary components of public and private infrastructure (street cross-sections and material requirements).
- B. Public Service Infrastructure (water, sewer, and storm drainage): Development policies pertaining to the planned distribution, location, extent, and intensity of water, sewer, and storm drainage consisting of:
- Objectives
  - Policies
  - Discussion of the relationship between the objectives, policies and how they are implemented through the individual plan proposals.
  - Plan proposals
- Diagram(s) and written description of proposed water, sewer, and drainage systems, including the improvements which support the planned land uses. (See Figures 8 and 9)
  - Development standards for the primary components of public infrastructure (See Figure 9).
- C. Solid Waste Disposal: Development policies pertaining to the planned distribution, location, extent, and intensity of solid waste disposal facilities and services consisting of:
- Objectives
  - Policies
  - Plan Proposals
- Description of the type and location of proposed solid waste disposal facilities and serving necessary to support the planned land uses.
  - Description of the proposed facilities and services to be provided (e.g., transformation station and recycling).
- D. Energy: Development policies pertaining to the planned distribution, location, extent, and intensity of energy facilities and services consisting of:
- Objectives
  - Policies
  - Plan proposals
- Description of the type and location of proposed energy facilities, transmission lines, and easements necessary to support the planned land uses.
  - Description of the proposed facilities and services to be provided (e.g., distribution of natural gas and the regulation of pressure).
- E. Other essential facilities necessary to support the proposed land uses (e.g., schools, fire stations, street lighting and landscaping).

## **VI. Program of Implementation Measures**

- Description of the regulations and ordinances which will implement the specific plan.
- Capital improvement program
  - Estimated cost of capital projects identified in the specific plan's infrastructure plan.
  - The measures by which each capital project will be financed.
  - Identification of parties responsible completing each proposed improvement.
- Financing measures necessary for implementation of each of the specific plan's proposals other than capital improvements.
  - List and description of projects needing financing.
  - Cost estimates
  - The measures by which each specific plan proposal will be financed.
  - Identification of parties responsible for completing each proposal.
- Phasing plan for the specific plan proposal including capital improvements (See Figure 10)
- Subsequent development entitlements
- Other Programs

## **VII. Relationship of the Specific Plan's Environmental Document to Subsequent Discretionary Projects**

- Projects that will be exempt from additional environmental documentation based on the plan's EIR.
- Projects that will require additional environmental documentation.

## **VIII. Specific Plan Administration**

- Specific plan cost recovery fees authorized by §65456
- Specific plan amendment procedures
  - State requirements
  - Local requirements

## **IX. Specific Plan Enforcement**

### **X. Appendices**

- Precise description of the specific plan area boundary.
- Summaries of key specific plan background data and information.
- Glossary of specific plan term