

BID PROPOSAL CHECKLIST:

In addition to qualifications, pricing, materials, labor and other information required in the Bid Proposal documents, bidders are required to provide the following schedules and forms at the time of proposal submittal.

Required at the time of bid:

- Bid Proposal (included in the specs)
- Acknowledgment of all Addenda (sign all addenda when applicable)
- Bid Schedule Form (included in the specs)
- Bid Bond Form
- Schedule O - Campaign Contribution Limits
- Schedule R – Subcontractor, Supplier, Trucking Listing Form

Other Forms to be submitted prior to full contract execution:

Single Schedules:

- Schedule A – Scope of Work
- Schedule Q – Insurance Requirement (form is informational only, but proof of insurance must be submitted)

Combined Schedules:

- Schedule B-1 – Arizona Resolution Declaration of Compliance
- Schedule C-1 – Compliance with The Americans With Disabilities Act
- Schedule D – Ownership, Ethnicity and Gender Questionnaire,
- Schedule K – Dispute Disclosure Form
- Schedule N-1 – Equal Benefits Declaration of Nondiscrimination
- Schedule N – Declaration Of Compliance With Living Wage Ordinance (submitted only for Design Build Projects)
- Schedule M – Independent Contractors Questionnaire, Part A
- Schedule P – Nuclear Free Zone Disclosure Form
- Schedule U – Compliance Commitment Agreement
- Schedule V – Affidavit of Non-Disciplinary or Investigatory Action

Form required prior to Notice to Proceed:

- Waste Reduction & Recycling Plan Form (WRRP)

Monthly, As Needed and Closeout Forms:

- Schedule G – Progress Payment Form
- Schedule F – L/SLBE Exit Report and Affidavit

NOTE: BIDDER MUST USE THIS FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

_____ (hereinafter called the principal), as principal and _____

_____ a

corporation organized and doing business under and by virtue of the laws of the State of _____

_____, and duly licensed for the purpose of making, guaranteeing or becoming sole surety

upon bonds or undertakings required or authorized by the laws of the State of California, as Surety, are held and firmly

bound unto the City of Oakland, a municipal corporation, (hereinafter called the Oblige) in the just and full

sum of _____

_____ Dollars (\$)) lawful

money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves

and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit the oblige a bid or proposal for

In accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefore.

NOW, THEREFORE, if the bid or proposal as submitted by the said principal shall be accepted, and the contract for such work or supplies be awarded to the principal, and the said principal shall fail, neglect or refuse to enter into a contract to perform said work or deliver said supplies, and furnish good and sufficient bond therefore, then the amount of this bond shall be declared to be forfeited to said oblige City of Oakland as liquidated damages, it being agreed that said City will suffer damages as a result of such failure, neglect or refusal of the principal and that such damages are and will continue to be, impracticable and extremely difficult to determine.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this _____ day of _____ A.D., 2015

By _____

Attorney-in-Fact

(Acknowledgment of Surety is required.

See reverse side.)

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(Insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

	BID BOND				to CITY OF OAKLAND A Municipal Corporation	Dated _____, 2015	
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**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

This is an ___ Original ___ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone ____-____-_____

Street Address _____ City _____, State ____ Zip _____

Type of Submission (check one) ___ Bid ___ Proposal ___ Qualification ___ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone ____-____-_____

Street Address _____ City _____, State ____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I/we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

_____/_____/_____
Signature Date

Print Name of Signer Position

To be Completed by City of Oakland after completion of the form

Date Received by City: ___/___/___ By _____

Date Entered on Contractor Database: ___/___/___ By _____

Combined Contract Schedules



Business Name _____ Phone (____) _____ Email: _____
 Address _____ City _____ State _____ Zip _____ Federal ID # _____
 City of Oakland Business License Number _____ Completed by: _____ Phone if different _____

Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)

- I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
- I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because _____

- I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

Schedule D – (Ownership, Ethnicity and Gender) *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

- Self Employed, Name of Owner _____ Corporation, State of Incorporation _____
- Partnership, General or Limited _____ Names of Partners _____
- Joint Venture, Names of Participants _____

Ownership Interests

All owners must be listed in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							
% Of Total Ownership							
Women							
Joint Venture Ownership							

Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.: Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. _____

Part III - Ethnicity and Gender of Employees:

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management														
Professional														
Technical														
Clerical														
Trades														

Schedule K – (Pending Dispute Disclosure)

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please circle one)** **Yes** **No**
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: _____
 Date: _____ Official(s), Staff person(s) involved: _____ Administering Department/Division: _____
 _____ Issues: _____ (check) _____ *Additional Disputes listed on Attachment*

Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING “ACTIVE” STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.

	Yes	No
1. Have you performed services for the City in any year(s) prior to 200__? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____		
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract _____		
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services. _____		
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies. _____		
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>un-reimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. _____		
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. _____		
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. _____		
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. _____		
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) _____		
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed. _____		
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. _____		
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)		
b. an existing business phone number other than your home number? (please indicate # along with area code)		
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?		
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency. _____		

	Yes	No
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. _____		

PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.

FOR CITY USE ONLY	
Based upon a review of this questionnaire and any other factors I have cited below, I have determined that this person (is) (is not) an independent contractor.	

_____	_____
Date	City Attorney/Assistant City Attorney/Deputy City Attorney

Schedule N - (Living Wage – Declaration of Compliance) *applicable to professional services contracts over \$25K only*

Employment Questionnaire: Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item “a” above)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)

Section A. Contractor Information

- (1) Are you an EBO certified firm (**Please circle one**) **Yes** **No** (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. _____ (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (**Please circle one**) **Yes** **No** (4) Union name(s) _____

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please circle one)** **Yes** **No**
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please circle one)** **Yes** **No**

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health					
Dental					
Vision					
Retirement (Pension, 401K, etc)					
Bereavement					
Family Leave					
Parental Leave					
Employee Assistance Program					
Relocation & Travel					
Company Discount, Facilities & Events					
Credit Union					
Child Care					
Other					

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P – (Nuclear Free Zone - Ordinance 11474 C.M.S.)

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because
-

Schedule U – (Compliance Commitment Agreement)

- I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland’s Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed “Exit Report and Affidavit form” located on the City’s website (see the link below).

Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. **Initial:** _____

Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. **Initial:** _____

Affirmative Action - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. **Initial:** _____

By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Name of Individual: _____ **Title:** _____

Signature: _____ **Date:** _____

PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

Schedule Q

(Revised 1/5/15)

CONSTRUCTION CONTRACTOR INSURANCE REQUIREMENTS

Section 0.0 Introduction of the Owner-Controlled Insurance Program

The City of Oakland (City) has implemented an Owner-Controlled Insurance Program (OCIP) for its construction projects. With few exceptions, the OCIP will be provided on all construction projects. The OCIP will provide the following insurance for all contractors enrolled the program, regardless of tier:

- Commercial General Liability
- Workers' Compensation/Employers Liability
- Excess Liability

Enrollment into the OCIP is required for all eligible contractors but is not automatic. Contractors must complete the enrollment forms and participate in the enrollment process for OCIP coverage to apply. For complete details about the enrollment process, refer to the OCIP Procedures Manual available from the City or OCIP Administrator upon request. Some trades are ineligible for the OCIP. Contractors that are ineligible for enrollment are required to maintain their own insurance. They include:

- Contractors involved in hazardous material abatement or handling such as asbestos remediation or environmental cleanup operations.
- Suppliers/vendors that merely make deliveries to or from the job site, sales persons, tower-crane erection contractors, and truckers.
- The City reserves the right to exclude any party even if otherwise eligible.

Section 1.0 Insurance Requirement for Potential OCIP Projects

Section 1.1 Insurance Coverage Provided by OCIP

The following summaries are provided for general informational purposes in the event that the City elects to provide an OCIP. The actual terms and conditions of the coverage provided are contained in the OCIP insurance policies, and the General Contractor and others shall not rely upon this summary in lieu of the actual policies. It is the responsibility of all contractors to review the policies. Copies of the policies are available upon request to all contractors that will potentially participate in the OCIP.

Section 1.1.1 Commercial General/ Excess Liability Insurance (General Aggregate Limit Reinstates Annually)

- | | |
|----------------------|--|
| a. Primary Coverage: | Limits for Bodily Injury, including death resulting therefrom and Property Damage. Limits are shared across all City projects and amongst participants. |
| b. Policy Limits: | \$2,000,000 Each Occurrence
\$4,000,000 Completed Operations Aggregate*
\$4,000,000 General Annual Aggregate
\$10,000 Medical Payments- any one person
\$300,000 Fire Legal Liability – any one fire |

- c. Policy Form: Commercial General Liability "Occurrence" Form
- d. Excess Limits: Minimum \$25 million per Occurrence/Aggregate
- e. Premium Payments: By City
- f. Deductible: Any OCIP deductible will be paid by City.
The deductible will apply only to loss covered by insurance policies in the OCIP. The deductible does not impose upon the City any duties of an insurer toward OCIP Participating Contractor.

* * A single aggregate applies for the products/completed operations coverage part and does not reinstate.

Section 1.1.2 Workers' Compensation and Employer's Liability Insurance

- Coverage A- Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State in which the work is performed and any other state or governmental authority having jurisdiction or if related to the work performed on the project.
- Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy limit by disease.
- USL&H (where applicable) – Statutory Benefits

Section 1.2 Insurance Coverage Required of Contractors

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of insurance policies evidencing coverage shown below. The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to the City. Unless otherwise noted, the insurances listed below are required of all contractors working on the project, regardless of OCIP eligibility. The requirement to provide General Liability and Workers Compensation/Employers Liability shall only apply to off-site operations for those contractors that are enrolled in the OCIP.

Contractor shall also comply with requirements set forth in Section E, Exhibit C of these Project Bid Documents pertaining to Bay Area Rapid Transit (BART) insurance requirements. Contractors that are enrolled in the OCIP may utilize the coverages provided through the OCIP to satisfy Section 4A and 4C requirements within Exhibit C.

- A. Commercial General Liability** insurance shall cover Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
 - I. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents,

employees, and volunteers shall be primary insurance. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees, and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract).

II. Limits of Liability:

Contractors Ineligible for OCIP

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this location/project or the general aggregate limit shall be twice the required occurrence limit.

Contractors Enrolled in OCIP

Commercial general liability insurance shall be required of contractors enrolled in the OCIP for off-site operations only with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

B. Automobile Liability Insurance. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01.

C. Workers' Compensation insurance as required by the laws of the State of California. Coverage shall include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that code. The Contractor shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Contract and thereafter as required by that code.

Contractors Enrolled In OCIP

Workers Compensation insurance shall be required of contractors enrolled in the OCIP for off-site operations only.

D. Professional Liability/Errors and Omissions insurance as appropriate for design/build operations with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- I. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- III. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

- E. Builders' Risk/Course of Construction Insurance (CP 10 30)** covering all risks of loss in an amount equal to the completed value form with no coinsurance penalty provisions and in an amount equal to the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as insured the City of Oakland, the Contractor and all subcontractors in the work. The insurance shall cover the entire work at the site identified in the Scope of Work, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until the project has been accepted as substantially complete. The insurer shall waive all rights of subrogation against the City.

Section 1.3 Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- A. Insured Status (Additional Insured):** Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents employees and volunteers as insureds in the Commercial General Liability policy for both ongoing and completed operations. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- B. Cancellation Notice:** Contractor shall immediately provide written notice to the City of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided under this Contract.
- C. The Workers' Compensation policy** shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents, and subcontractors.
- D. Certificate holder** is to be the same person and address as indicated in the "Notices" section of this Contract; and
- E. Insurer** shall carry insurance from an admitted company with a Best Rating of **A VII** or better.

Section 1.4 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 1.5 Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Contract, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Contract, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Contract.

Section 1.6 Insurance Interpretations

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Contract.

Section 1.7 Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work to the City prior to execution of the contract, including copies of Contractor's insurance policies. In addition, when the Contractor is enrolled into the OCIP program, they will receive a Certificate of Insurance from the OCIP Administrator evidencing their coverage under the OCIP. Contractor shall provide the OCIP certificate of insurance to the City upon receipt from the OCIP Administrator.

Contractors enrolled in the OCIP shall also provide proof of insurance for Commercial General Liability (off-site operations only), Workers Compensation (off-site operations only), Automobile Liability, Professional Liability (Design-Build projects), Builders Risks, and other coverages as determined by the City. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

Section 1.8 Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

Section 1.9 Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

Section 1.10 Evaluation of Adequacy of Coverage

The City maintains the rights to modify, delete, alter, or change these requirements, with not less than ninety (90) days prior written notice.

Section 1.11 Higher Limits of Insurance

If the Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the Contractor.

Section 1.12 Bid Instructions for OCIP-covered Projects

Each bidder is required to exclude from the bid price its normal cost for the insurance coverages provided by the OCIP.

The "Cost of OCIP Coverages" is defined as the amount of Contractors' reduction in insurance costs due to eligibility for OCIP Coverages. The Cost of OCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program.

The Cost of OCIP Coverages must include expected losses within any retained risk. Contractor must deduct the Cost of OCIP Coverages for all lower tier subcontractors, in addition to its own Cost of OCIP Coverages.

Upon award of a contract, Contractor will receive access to the OCIP Administrator's website, for online data submission. Contractor shall submit their Insurance Cost Worksheet to the OCIP Administrator, including copies of their Workers' Compensation, General Liability and Excess Umbrella rate and declaration pages. They must include any deductible or Self-Insured Retention (SIR) amounts for Costs of OCIP Coverage verification purposes. Up to five years of loss runs may also be required when a large deductible program is in place with the Contractor.

The City reserves the right to a deductive change order if it discovers at any time that a Contractor of any tier has included the cost of any insurance provided by the City in its bid price, time and material rates, change order or unit prices.

In the event the City elects not to include a Contractor of any tier's work under the OCIP, the standard terms and conditions regarding insurance listed in this Schedule Q will then apply. The OCIP Administrator will advise a Contractor of any tier which has submitted an enrollment form if they are excluded from the OCIP.

Contractor shall cooperate fully with the OCIP Administrator in providing the necessary insurance data and information as required in the bid specifications and associated documents furnished by the City and/or OCIP Administrator during the duration of the project or until City furnished insurance coverage's are terminated.

Section 1.13 Bidder's Insurance Requirements

For an explanation on bidders insurance requirements, please refer to the Insurance Coverage Required of Contractors Section of this Schedule Q

Section 1.14 Loss Control and Claims Responsibilities

- All contractors of every tier must exercise every reasonable action to prevent work related injuries, property and equipment damage at the project site, as well as minimize the exposure of risk to the public and third party property.
- All contractors must conduct loss control prevention practices according to those requirements

set by federal, state and city laws, statutes and specific project procedures developed for the site.

- All contractors must conform to insurer mandated safety requirements which include: Drug Free Work Environment and full fall protection beginning at six feet for all trades.
- In the event of an accident, it is the responsibility of contractors of any tier to see that injured workers or members of the public are provided immediate medical treatment.
- Contractor shall immediately provide claim notices with the insurance administrator who will report all claims under the OCIP to the insurance carrier.

Section 1.15 Summary of Contractor OCIP Responsibilities

Contractors of any tier are required to cooperate fully with the City and its OCIP Administrator in all aspects of OCIP operation and administration. All eligible Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor include:

- Identifying the cost of insurance excluded from bids.
- Submitting the Contractor Enrollment Form (Form A) prior to commencing work.
- Submitting the Contractors Insurance Cost Worksheet (Form B) prior to commencing work.
- Submitting policy rating pages for Workers Compensation, General Liability, and Excess Liability with Form A and B.
- Submitting a Certificate of Insurance required by this Schedule Q prior to commencing work.
- Including all OCIP provisions in all subcontract contracts with lower tier subcontractors.
- Notifying the OCIP Administrator of all awarded subcontracts.
- Obtaining all required OCIP forms from lower tier subcontractors prior to their start of work and providing to the OCIP Administrator.
- Maintaining and reporting monthly payroll records by the 10th of every month
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Excluding the cost of coverages provided by the OCIP from all bids, contracts, subcontracts, purchase orders, change orders, time and material rates and unit prices.
- Notifying the OCIP Administrator immediately of any insurance cancellation or nonrenewal of contractor-required insurance
- Notifying the OCIP Administrator immediately of any actual or potential insurance claims

<< END OF SECTION 1.0 >>

Section 2.0 Insurance Requirements for Non-OCIP Projects

Section 2.1 Insurance Coverage Required of Contractors

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to The City. If requested, Contractor shall provide the City with copies of insurance policies evidencing coverage shown below. The insurance listed hereunder shall be

considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to the City.

- A. Commercial General Liability** insurance shall cover Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- I. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteer shall be primary insurance. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract.
 - II. Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this location/project or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01.
- C. Worker's Compensation insurance** as required by the laws of the State of California. Coverage shall include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. . The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Contract and thereafter as required by that code.
- D. Professional Liability/Errors and Omissions** insurance as appropriate for design/build operations with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- I. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - III. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- E. Builders' Risk/Course of Construction Insurance** (CP 10 30) covering all risks of loss in an amount equal to the completed value form with no coinsurance penalty provisions and in an amount equal to the initial contract sum, subject to subsequent modification of the contract

sum. The insurance shall apply on a replacement cost basis. The insurance shall name as insured the City of Oakland, the Contractor and all subcontractors in the work. The insurance shall cover the entire work at the site identified in the Scope of Work, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until the project has been accepted as substantially complete. The insurer shall waive all rights of subrogation against the City.

Section 2.2 Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions: Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents employees and volunteers as insureds in the Commercial General Liability policy for both ongoing and completed operations. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- A. Cancellation Notice: Contractor shall immediately provide written notice to the City of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided under this Contract.
- B. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.
- C. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Contract; and
- D. Insurer shall carry insurance from an admitted company with a Best Rating of **A VII** or better.

Section 2.3 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 2.4 Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Contract, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Contract, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Contract.

Section 2.5 Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Contract.

Section 2.6 Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

Section 2.7 Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

Section 2.8 Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

Section 2.9 Evaluation of Adequacy of Coverage

The City of Oakland maintains the rights to modify, delete, alter or change these requirements with not less than ninety (90) days prior written notice.

Section 2.10 Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the contractor.

<< END OF SECTION 2.0 >>

Construction & Demolition Debris Waste Reduction and Recycling Plan (WRRP)



CITY OF OAKLAND

This form must be completed for the following types of projects:

- All New Construction
- All Demolition, (excluding single family & duplex)
- Addition/Alteration with construction valuation exceeding \$50,000 (excluding single family & duplex residential)

WRRP must be submitted and APPROVED prior to issuance of building permits. Incomplete forms will be returned to applicant and may delay issuance of permit. Each building permit requires a separate WRRP. Deliver WRRP with permit application to the Building Permit Counter, 250 Frank H. Ogawa Plaza, 2nd Floor. Allow 5 business days for WRRP processing. Call **(510) 238-SAVE (7283)** or email C&DRecycling@oaklandnet.com with inquiries regarding this form.

DO NOT ATTACH ADDITIONAL ITEMS

Application #: _____		
Project Address: (include floor, suite, etc.): _____		
Contact Name: _____	Title: _____	
Company: _____		
Contact Mailing Address: _____		
City _____	State _____	ZIP _____
Phone: _____	Fax: _____	Email: _____

For lines 1,2 &3 please check only 1 item for each

- 1) Project Type : New Construction Addition/Alteration Demolition
- 2) Building Type: Non-residential Single Family/Duplex Apartment/Multifamily
 Sewer/Storm Drain Streets, Sidewalks, Traffic Bridge
 Landscape, Parks, Open Space
- 3) Tenant Improvement (check one): Yes No
- 4) Size of Project _____ sq. ft. Project Valuation \$ _____
- 5) Estimated Start Date ___/___/___ Estimated Completion Date ___/___/___
- 6) Briefly describe project (e.g. renovate warehouse, remodel office, etc.)

- 7) How will scrap or waste materials be handled to ensure salvage, reuse or recycling?

- 8) How will employees and subcontractors be notified of recycling plan and goals?

For City Use Only: App Filed ___/___/___		WRRP Submitted ___/___/___		Received ___/___/___	
Counter Staff _____		<input type="checkbox"/> OT ESD Staff Initials _____		Hold In ___/___/___ Hold Out ___/___/___	
Problem Form <input type="checkbox"/> , reason _____		App. Contacted ___/___/___			
Assistance _____		Time Spent _____		PTS <input type="checkbox"/> 104 <input type="checkbox"/> 305 DB ___/___/___	
<input type="checkbox"/> Diversion Goal		<input type="checkbox"/> Approved		<input type="checkbox"/> Good Cause <input type="checkbox"/> Non-Attainment <input type="checkbox"/> Conditional Approval _____	
<input type="checkbox"/> Not Approved, reason 1 2 3 4 5 6 other _____					

Application #:

Address:

REQUIREMENT:

Recycle 100% of Asphalt & Concrete materials and no less than 65% of all other debris (measured in tons).

Instructions: Calculate how much scrap or debris may be generated during construction or demolition. Include handling and facilities for all materials. . Select vendors and recycling facilities from The [Builders Guide to Reuse and Recycling](#) or the Recycling Wizard at www.stopwaste.org. For facilities not currently listed, the vendor must provide proof of compliance in advance.

Use Materials Conversion Worksheet to convert from cubic yards, square feet, board feet, etc. to tons

Column A – Tons of scrap or debris for each material type.

Columns B, C, D – quantities of A to be salvaged or reused, recycled, or disposed. See worksheet for definitions.

Column E –list vendors or facilities that you plan to use for salvage or reuse, recycling, or disposal.

Column Totals – Add up all quantities listed in Column A, B, C and D.

Material Type (circle all that apply)	A	B	C	D	E
	Total TONS Discarded	Salvage or Reuse*	Recycling*	Disposal*	Proposed Facility(s) from Builder's Guide
Asphalt/Concrete					

DO NOT INCLUDE ASPHALT/CONCRETE IN TOTAL OR CALCULATION BELOW

Brick, Masonry, Tile					
Cabinets, Fixtures, Doors, Windows, Equipment					
Carpet					
Carpet Padding					
Cardboard					
Ceiling Tile (acoustic)					
Drywall (used or painted)					
Drywall (unpainted scrap or sheets)					
Landscape Debris (brush, chips, trees, stumps, etc.)					
Scrap Metal (all types)					
Wood, Pallets, & Lumber (clean & unpainted, no pressure treated wood)					
Non-Recyclable Debris, ACM, LBP (indicate)					
Other (indicate)					
Recyclable Mixed Debris θ					
Column Totals 	A	B	C	D	Confirm totals are correct

* See instructions for definitions

θ See C&D Recycling Options for details

9. Fill in the blanks below to calculate your recycling rate.

Column Totals (B ____ + C ____) = ____ ÷ A ____ = ____ x 100 = ____ %

10. Is the percentage shown in #9 greater than or equal to 65%? YES NO

If no, explain why and include documentation _____

Print Name: _____ Signature: _____ Date ____/____/____



SCHEDULE F
CITY OF OAKLAND
LOCAL AND SMALL LOCAL BUSINESS ENTERPRISE
EXIT REPORT AND AFFIDAVIT

The Prime Contractor/Consultant must complete this form for, and have it executed by, each LBE/SLBE subcontractor/Subconsultant, suppliers and truckers regardless of tier. This form must be submitted to the Department of Contracting and Purchasing, Social Equity Division - Contract Compliance & Employment Services with the final progress payment application at 250 Frank H Ogawa, Plaza Suite 3341, Oakland, CA 94612 or email to cces@oaklandnet.com or fax to 510-238-3363

TRANSMITTAL To: Contract Compliance Officer: _____

From: Contractor _____ Date Transmitted: _____

SECTION I. Reporting Date: _____

City Project Number: _____ Project Name: _____

Name of L/SLBE: Portion of Work (Trade) _____

Original L/SLBE Contract Amount: _____ Change Orders, Amendments, Modifications: _____

Final L/SLBE Contract Amount: _____ Amount of Progress Payments Paid to Date: _____

Amount Owing including all Change Orders, Amendments and Modifications: _____

Please include a detailed written explanation on Page 2 of this form if the final contract amount for this LBE/SLBE is less than the original contract amount.

Execution by LBE/SLBE:

I agree with the information on this form. Note: If LBE/SLBE is in disagreement, it should be not signed below but instead return this form with an explanation of, and reasons for, the disagreement in the space provided on Page 2 of this form:

Signature of Owner/Authorized Representative of LBE/SLBE

(Name and title: please print)

Phone Date

SECTION II.

I/We declare, under penalty of perjury under the laws of the State of California that the information on this form is complete, that the tabulated amounts paid to date are accurate and correct, and that the tabulated amounts owing will be paid within a reasonable time after the date of the City's final payment under the Contract.

Prime Contractor, including each joint venture partner, must sign this form (use additional sheets if necessary)

Owner/Authorized Representative (Signature)

Owner/Authorized Representative (Signature)

Name (please print/type)

Name (please print/type)

Title (please print/type) Date

Title (please print/type) Date

Firm Name

Firm Name

() () Telephone Fax

() () Telephone Fax

Explanation by contractor if the final contract amount for this L/SLBE is less than the original contract amount.

Explanation by L/SLBE if it is in disagreement with the above explanation, or with the information on the first page of this form:

Comments on the above by the awarding department:
