NOTICE TO BIDDERS SUBMITTAL 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 bid submittal.

Due with the Bid Proposal at the time of bid (City Schedules and Federal Exhibits):

- ✓ Bid Schedule
- ✓ Signature Page
- ✓ Bidder's Bond
- ✓ Proposal and Acknowledgment of all Addenda - Please provide signed addenda with proposal (includes contractor information and D-U-N-S number if applicable)
- ✓ Schedule R – FED – Subcontractor and Supplier Listing Form
- ✓ Schedule O - Campaign Contribution Limits
- ✓ Exhibit 10-Q - Disclosure of Lobbying Activities
- ✓ Equal Employment Opportunity Certification
- ✓ Public Contract Code 10285.1, 10162 and 10232

Federal Exhibits due in (4) four business days after the Bid submittal date:

- ✓ Exhibit 15-G - Local Agency Bidder DBE Commitment (Construction Contracts)
- ✓ Exhibit 15-H - DBE Information - Good Faith Efforts
- ✓ Schedule Z (Certification A Form) - Debarment and Suspension Certification

Other Forms to be submitted prior to full contract execution:

- ✓ Schedule Z (Certification B Form) - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction.
- ✓ Schedule Q - Insurance Requirement (form is informational only, but proof of insurance must be submitted)

- ✓ <u>Combined Contract Schedules</u> -
  - 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 - Declaration of Compliance with Living Wage Ordinance
  - Schedule N-1 - Equal Benefits Declaration of Nondiscrimination
  - Schedule M - Independent Contractors Questionnaire, Part A
  - Schedule P – Nuclear Free Zone Disclosure Form
  - Schedule V - Affidavit Of Non-Disciplinary Or Investigatory Action

Other Forms and Schedule to be submitted on a monthly/as needed or final:

- Exhibit 16-B – Subcontracting Request Form
- Exhibit 16-Z – Monthly DBE Trucking Verification Form
- Exhibit 17-O - DBE Certification Status Change (if applicable)
- Exhibit 17-F – Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors
- Schedule G - (Progress Payment Form)

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 Obligee) 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	

SCHEDULE R-FED
SUBCONTRACTORS, SUPPLIERS AND TRUCKING LISTING (DBE AND NON-DBE)

This form must be submitted with Bid. Failure to submit Schedule R-Fed with bid shall deem the bid as non-responsive.

IMPORTANT Please read carefully:

The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the Prime Contractor's total bid or ten thousand dollars ($10,000) whichever is greater regardless of tier to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and dollar amount shall be deemed non-responsive. Contractors will receive credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

Date:

Prime Contractor:

Project No.:

Project Name:

Signed:

Contractor's License #	Type of Work	Company Name	Address and City	Phone Number	Dollar Amount	DBE	Subcontractor	Supplier	Trucking	*Ethicity	**Gender	***Alternate

Attach additional page(s) if necessary.
For tracking purposes Prime Contractor is required to identify the ethnicity and gender of all listed firm's majority owner.
*** Ethnicity Codes: (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)**
**** Gender Codes: (M = Male) (F = Female)**
***** Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternate line items.**

Notes: (1) The DBE dollar amounts reported on Schedule R-FED must match DBE dollars reported on Exhibit 15-G

(Revised 03/2015)

SCHEDULE O

CITY OF OAKLAND

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 _____

Revised 3/2/2009

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report_____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value_____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date:_____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder_____, proposed subcontractor _____, hereby certifies that he/she **has** ___, **has not** ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

has ☐, has not ☐,

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire: Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ **No** ☐

If the answer is yes, explain the circumstances in the following space.

Schedule Z
Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $100,000 have not been suspended or debarred from participating in federally funded procurement activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.

   b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name
_____ Area Code _____ Phone _____ Date	_____ Type or Print Title

Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.

9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: $ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

_____ _____ _____
Print Name Signature Date
Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

$_____

_____%

_____
Signature of Bidder

_____
Date (Area Code) Tel. No.

_____
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The City Of Oakland established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____
_____
_____
_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____
_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Schedule Z
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The prospective primary participant certifies to the best of its knowledge and belief that its principals:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

By signing and submitting this form the prospective lower tier participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

Company Name	Signature of Authorized Representative
Address	Type or Print Name
Area Code / Phone / Date	Type or Print Title

Instructions for Certification B

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension an/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspense, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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:

			Male						Female					
Employment Category	Total Employees	Oakland Residents	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 un-reimbursable 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.	Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed._____		
12.	Do you currently 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 employees 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 past two years have you been the employee 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 a s 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 Genera 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 _____ ☐ OT ESD Staff Initials_____ Hold In ___/___/___ Hold Out ___/___/___
Problem Form ☐, reason _____ App. Contacted ___/___/___
Assistance_____ Time Spent_____ PTS ☐ 104 ☐ 305 DB ___/___/___
☐ Diversion Goal ☐ Approved ☐Good Cause ☐Non-Attainment ☐Conditional Approval _____
☐ 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___/___/____

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION FRONT

SUBCONTRACTING REQUEST

DC-CEM-1201 (REV. 4/94) (OLD HC-45) CT# 7541-3514-7

See Instructions On Back

		REQUEST NUMBER
CONTRACTOR NAME	**COUNTY**	**ROUTE**
BUSINESS ADDRESS	**CONTRACT NO.**	
CITY/STATE / **ZIP CODE**	**FEDERAL AID PROJECT NO. (From Special Provisions)**	

SUBCONTRACTOR (Name, Business Address, Phone)	BID ITEM NUMBER(S)	% OF BID ITEM SUBBED	CHECK IF: (See Categories Below) (1)	(2)	(3)	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	$ AMOUNT BASED ON BID $ AMOUNT

Categories: 1) Specialty 2) Listed Under Fair Practices Act 3) Certified DBE/MBE/WBE/DVBE

I Certify That:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work.
- If applicable, (Federal Aid Projects only) Section 14 (Federal Requirements) of the Special Provisions have been inserted in the subcontracts and shall be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

CONTRACTOR'S SIGNATURE	**DATE**

NOTE: This section is to be completed by the Resident Engineer

1. Total of bid items ..... $ _____
2. Specialty items (previously requested) ..... $ _____
3. Specialty items (this request) ..... $ _____
4. Total (lines 2+3) ..... $ _____
5. Contractor must perform with own forces (lines 1 minus 4) x_____% ..... $ _____
6. Bid items previously subcontracted ..... $ _____
7. Bid items subcontracted (this request) ..... $ _____
8. Total (lines 6+7) ..... $ _____
9. Balance of work Contractor to perform (lines 1 minus 8) ..... $ _____ $ _____

APPROVED	
RESIDENT ENGINEER'S SIGNATURE	DATE

CEM-1201 (HC-46 REV. 4/94) COPY DISTRIBUTION: 1. Original - Contractor 2. Copy - local agency Resident Engineer 3. Copy - local agency Labor Compliance Officer 4. Contractor's Information Copy

Back

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All First-tier subcontractors must be included on a subcontracting request.

Submit in accordance with Section 8-1.01 of the *Caltrans Standard Specifications*. Type or print requested information. Information copy is to be retained by the contractor. Submit other copies to project's Resident Engineer. After approval, the original will be returned to the contractor.

When an entire item is subcontracted, the value to be shown is the contractor's bid price.

When a portion of an item is subcontracted, describe the portion, and show the % of bid item and value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS.

Prior to submittal of Form CEM-1201 involving a replacement Subcontractor, submit a separate written request for approval to substitute a listed subcontractor. Section 4107 of the Government Code covers the conditions for substitution.

Submit a separate written request for approval of any DBE/MBE/WBE/DVBE substitution. Include appropriate backup information and state what efforts were made to accomplish the same dollar value of work by other certified DBE/MBE/WBE/DVBEs.

NOTE: For contractors who will be performing work on railroad property, it is necessary for the contractor to complete and submit the Certificate of Insurance (State Form DH-OS-A10A) naming the subcontractor as insured. *No work shall be allowed which involves encroachment on railroad property until the specified insurance has been approved.*

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

MONTHLY DBE TRUCKING VERIFICATION

CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.	MONTH	YEAR

Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (√ if applicable)
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
					$		Lease Agreement ☐ with Non-DBE ☐ with DBE ☐
				TOTAL AMOUNT PAID	$		

PRIME CONTRACTOR	BUSINESS ADDRESS	BUSINESS PHONE NO.

** Upon request all Lease Agreements shall be made available, in accordance with the Special Provisions.*

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	TITLE	DATE

CEM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

Form CP-CEM 2404 (F)(NEW 12/99)
MONTHLY DBE TRUCKING VERIFFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT $

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction; **Copy**- Business Enterprise Program; **Copy**- Contractor; **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure; **Copy**- District Local Assistance Engineer; **Copy**- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE

PRIME CONTRACTOR	BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.