

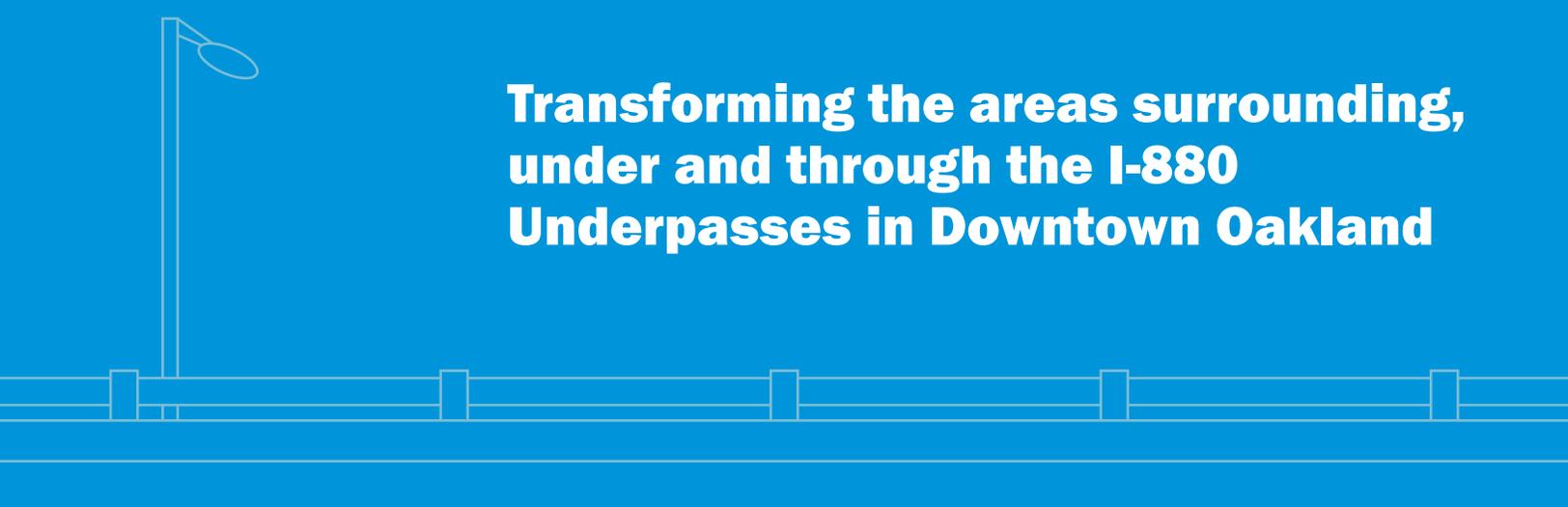
**Request for Proposals**

**Submission deadline: December 14, 2016**

<http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/OAK061205>

# **Walk this Way!**

## **The Broadway/Webster Project**



**Transforming the areas surrounding,  
under and through the I-880  
Underpasses in Downtown Oakland**



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## In Collaboration with:

Planning & Building Department  
City Administrator's Office  
Department of Public Works  
Department of Transportation  
Office of Council President McElhanev  
Office of Councilmember Abel Guillén  
Department of Economic & Workforce Development  
Cultural Arts and Marketing  
Jack London Improvement District



Dear Applicants,

It is with great pride and enthusiasm that we invite creative design teams to submit innovative

proposals for the “Walk this Way: Broadway/ Webster Project.” This comprehensive initiative is intended to transform both the Broadway and Webster Street I-880 Freeway underpasses, as well as the areas surrounding them. We are looking to create beautiful, safe, walkable, inviting, green, and iconic passageways that will help reconnect Oakland from its foothills to its waterfront by re-envisioning the areas near and under the I-880 Freeway in Downtown. This is the final step in stitching together business districts and residential neighborhoods all along the Broadway spine so they connect to the Oakland waterfront.

Oakland is experiencing a resurgence, with record numbers of people discovering what Oaklanders have always known – that Oakland is an incredible place to live, work

and play. Our potent combination of diversity, creativity, and our working class roots make up our ‘secret sauce’ and the Broadway/ Webster Project builds on this momentum.

For decades, the I-880 Freeway has had a blighting, damaging impact that extends far

**“We are looking to create beautiful, safe, walkable, inviting, green, and iconic passageways that will help reconnect Oakland from its foothills to its waterfront.”**

beyond the underpasses themselves. It is time to change this. We seek the best talent in urban design, architecture, landscape architecture, lighting design, engineering, transportation planning, acoustics, public art

and community engagement to reimagine a new future for this key area of our city and to give us new tools to address the many underpasses that challenge our neighborhoods citywide.

The Broadway/ Webster Project will be a signature intervention for Downtown Oakland and will serve to strengthen all our communities. We look forward to seeing your creative proposals!

Sincerely,

A handwritten signature in black ink, appearing to read "Libby Schaaf".

Mayor Libby Schaaf

# Project Goals

The City of Oakland invites talented, experienced, multidisciplinary Design Teams to submit qualifications and a conceptual design approach to transform the areas around, under and through Broadway and Webster Street underpasses of the I-880 Freeway into beautiful, safe, walkable, inviting, green, and iconic passageways between Downtown Oakland and the Waterfront that blends high-quality urban design, streetscaping, architecture, public art, lighting, and landscape.

Walk this Way: The Broadway/Webster Project will:

- **Reknit** the Downtown communities and neighborhoods severed by I-880.
- **Reconnect** the City with its Downtown Waterfront.
- **Restore** the continuum of walkability of Downtown Oakland, and enable people of all ages and ability to walk and bike safely, easily, and enjoyably – day and night.
- **Transform** a series of blighted areas in and around the Broadway and Webster underpasses into a safe, green, inviting place for the benefit of the public.
- **Strengthen** Downtown Oakland as the City's vibrant business, residential and cultural center.
- **Serve** as a model and a catalyst for the transformation of other underpasses across the City of Oakland.
- **Reinforce** Broadway as a walkable, green corridor and strengthen Webster Street as an attractive, community-oriented passageway for pedestrians and bicyclists traveling between Chinatown and Jack London District.
- **Support** local businesses and cultural institutions.
- **Reignite** investment and activity in the areas of Downtown adjacent to freeways.
- **Improve** health and quality of life for adjacent communities.

## Scope of Work

The selected Design Team will be awarded a contract to conduct two phases of work:

### Phase I

- Develop an inspiring and implementable design for a set of beautiful, safe, walkable, inviting, green, and iconic passageways between Downtown Oakland and the Waterfront by reimagining the area surrounding and including the Broadway and Webster Street underpasses of the I-880 Freeway (including 1 block north, 1 block south, 1 block east and 1 block west from each of the underpasses);
- Develop a toolkit of design elements that can be applied to other underpasses in the future;
- Conduct community engagement to garner public input;
- Develop preliminary construction drawings (35%) and a cost estimate for implementation;

### Phase II

- Develop construction documents for bidding (100%);
- Support the City to secure approvals and permits;
- Provide construction management support.

## Design Teams

Design Teams are encouraged to include the following expertise:

- Urban Design
- Architecture
- Landscape Architecture
- Public Art
- Lighting Design
- Civil Engineering
- Transportation Planning and Engineering
- Acoustical Engineering
- Community Engagement

Additional guidance:

- Design Teams may be led or co-led by a firm specializing in urban design, architecture, landscape architecture, or engineering;
- The City of Oakland encourages participation of local firms within the Design Team (see Page 30).

## Budget

Approximately \$300,000 - \$400,000 is available for the Design Team to complete Phase I of the Scope of Work.

## Tentative schedule of milestones for the RFP:

<b>October 2016</b>	<b>Launch of RFP</b>
<b>November 8 2016</b>	<b>Pre-Proposal Meeting</b>
<b>November 18 2016</b>	<b>Questions Due</b>
<b>December 14 2016</b>	<b>Deadline for Submissions</b>
<b>January 2017</b>	<b>Evaluation of Proposals</b>
<b>Late January 2017</b>	<b>Notification of Interviews</b>
<b>Mid February 2017</b>	<b>Interviews</b>
<b>February 2017</b>	<b>Selection of Design Team &amp; Contract Negotiations</b>
<b>Mid March 2017</b>	<b>Contract Award</b>

## Deadline and Submission Address

Submissions are due by 2:00 pm PST on December 14, 2016 and should be sent to:

Office of the City Administrator, Department of Contracts and Compliance, Attn: Paula Peav, 250 Frank Ogawa Plaza, Suite 3341, Oakland, CA 94612. Phone (510) 238-3190.

## Pre-Proposal Meeting and Questions

An optional, but recommended, Pre-Proposal Meeting will be held at 9:30am PST on November 8, 2016 at Hearing Room 3 in Oakland City Hall (1 Frank Ogawa Plaza). Teams may also call in by phone to a number that will be shared after teams RSVP. Teams should RSVP by 2:00pm PST November 7, 2016 to this email address: cferracane@oaklandnet.com.

Design teams are invited to submit questions until 2:00 pm PST on November 18, 2016 to the following email address: cferracane@oaklandnet.com. Submitted questions will be posted with answers on the project website.

## Project Website

<http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/OAK061205>

# Introduction and Background



Downtown Oakland is undergoing a resurgence. Its diversity, arts and culture scene, architecture, public open spaces, accessible waterfront, unique shops and restaurants, vibrant neighborhoods, transit access, and walkability are drawing an unprecedented number of residents, companies, investors and visitors.

Between 1999 and 2015 Downtown Oakland added more than 8,000 new residents – a population increase of approximately 23% – and more than 5,000 new housing units – a 25% increase. The largest employment center in the East Bay region, Downtown employs 77,000 people and is growing rapidly. In 2017, Uber will open an office, adding approximately 2,000 employees to the Downtown Oakland labor pool. Each month, the First Friday Arts festival draws over 10,000 visitors in a single evening to visit Downtown Oakland.

Broadway, a tree-lined corridor, is Downtown Oakland's spine, threading together the area's many neighborhoods, districts, and destinations. Broadway is a key connector on many levels: it is a major transit route in Downtown, with two BART stations (regional rail), multiple AC Transit lines (East Bay bus service), and the B shuttle, a free bus service running exclusively along Broadway. Broadway also connects Downtown to its waterfront; it connects the City's northernmost edge to its southern edge; and serves as the primary pedestrian and vehicular corridor connecting three important neighborhoods: Old Oakland, Chinatown and Jack London.

Old Oakland is a historic neighborhood filled with restaurants, local shops, small businesses and a weekly farmers market. Jack London is a historically industrial neighborhood adjacent to the waterfront that is now mixed with condos, restaurants, coffee roasters, wineries, warehousing and the historic Produce District. Jack London is one of Downtown Oakland's largest residential neighborhoods, with more than 3,500 residents and more than 1,200 units currently proposed and/or under construction. Notably, Jack London encompasses Jack London Square, a pedestrianized area with a waterfront promenade that is a popular regional destination and an access point to the San Francisco ferry. Chinatown is the historic hub of Oakland's Asian community, filled with sidewalk vending, mural art, shops, cultural centers, residences, and parks, including the very popular Lincoln Square, Madison Square and Chinese Garden Parks.

Running parallel to Broadway is Webster Street, a key street in Downtown Oakland and a key pedestrian route between Chinatown and Jack London. Together, Broadway and Webster Street serve as important pedestrian passageways in Downtown Oakland.

Breaking the continuum of walkability and the vibrancy of Downtown Oakland, the elevated I-880 Freeway ("I-880") cuts east-west across the area, severing ties between the Old Oakland and Chinatown neighborhoods, and Jack London on the south side of the I-880 Freeway. Though an important transportation resource for the region, the placement of I-880 through the heart



of Downtown has created blight and isolation at the edge of these three neighborhoods.

Broadway and Webster Street receive a significant amount of freeway-related traffic, namely vehicles entering Oakland and those seeking access to the neighboring city, the island of Alameda, which is connected to Downtown via two underground tunnels. The I-880 off ramps feed traffic onto Broadway just north of the underpasses, and two out of the three lanes under the Broadway underpass serve as entrances to the Posey Tube, one of the two underground tunnels to Alameda. Webster Street transitions from an at-grade street into the second underground tunnel.

The I-880 underpasses at Broadway and Webster Street are low and wide. Underneath both underpasses, inadequate lighting, dangerous pedestrian crossing points, poor signage, trash accumulation and high noise levels create an unfriendly, confusing, and unsafe environment for pedestrians and bicyclists.

The blight of the underpasses has spread approximately one block north, south, east and west of the underpasses. The sidewalks, medians, and publicly-owned areas surrounding the underpasses are underutilized, poorly maintained, and filled with trash and weeds. Some buildings have been designed to face away from the underpasses, leaving blank walls which reinforce the sense of isolation. There are several dangerous pedestrian crossing points leading up to the underpasses, particularly at the Broadway exit ramp.

California State Department of Transportation (CalTrans) has leased out most of the land under the I-880 Freeway for parking. These parking areas are enclosed by chain-link fencing.

Approaching the Broadway and Webster Street underpasses from a block away in both directions, the pedestrian faces these many challenges but receives no signal that attractive destinations lay ahead in each neighborhood. The impacts of this situation are significant. Every person who is dissuaded from walking or biking through the underpasses represents a lost potential customer for local businesses and a lost potential visitor to cultural institutions. Additionally, communities lose “eyes on the street” to keep the streets safe and lively; tourists miss out on Oakland’s unique experiences; and community members lose the potential for social interaction.

The underpasses at Broadway and Webster Street are where Old Oakland, Chinatown and Jack London District converge. They need to be reimagined to serve as an inviting gateway and “front door” to Downtown Oakland and to the Waterfront – primary entry points for residents, workers and visitors.

Recognizing the critical importance of this area and its significant potential, the City of Oakland has made it a priority to transform the Broadway and Webster Street underpasses and the surrounding areas.

Community organizations representing the neighborhoods of Jack

London, Old Oakland and Chinatown support transformation of these sites and have been a driving force behind the formation of the Broadway/Webster Project. These organizations contribute to the basic maintenance and upkeep of the area and will be funding complementary projects in the near future. They are key partners for the Project.

When complete, the Broadway/Webster Project will celebrate, promote and connect key assets and communities; and strengthen physical, environmental, economic and cultural health of Oakland as a whole. Moreover, it will serve as a template and a catalyst for the improvement of other areas blighted by freeway underpasses across Oakland.

## Relevant Ongoing and Completed Initiatives

Several ongoing and completed efforts provide a supportive framework for the Project:

### 1 Downtown Oakland Specific Plan

Currently under development, Oakland's Planning and Building Department launched a comprehensive process to create a Specific Plan for Downtown Oakland in 2015. The transformation of the I-880 underpasses was identified as a priority through the community engagement process. A vision to pedestrianize Webster Street south of I-880 and create a sequence of public open spaces ("Webster Green") was also identified as a priority. [Website Link.](#)

### 2 Lake Merritt Station Area Plan

The Lake Merritt Station Area Plan was adopted by the City Council in 2014. The Plan calls for improvement of the I-880 underpasses to improve connections between Chinatown and Jack London, and connection to the nearby BART stations on the Downtown side of the I-880 Freeway. The Broadway/Webster Project is a key way to advance this goal of the Plan. [Website Link.](#)

### 3 Revive Chinatown

Revive Chinatown was a project funded by the Metropolitan Transportation Commission and the City of Oakland to improve pedestrian safety and make streetscape improvements in Chinatown. The Oakland Chinatown Chamber of Commerce and Asian Health Services worked in conjunction with the City in implementing the project. [Website Link.](#)

### 4 Existing Public Art Installation at the Broadway Underpass

In the 1990's the City led a competitive process to select and retain an artist to create a public art installation inside the Broadway underpass. The existing public art installation interpreted the theme of transportation infrastructure, using guardrails, lighting, and red paint to activate the space. The

installation remains in the underpass structure currently. In 2016, the installation was cleaned and repaired. The Broadway/Webster Project will allow for a comprehensive design process with significant public engagement to re-envision the entire area surrounding and underneath the underpasses, including the existing artwork, land uses adjacent to the sidewalks, and areas north, south, east and west of the underpasses.

### 5 Freeway Access Project

The I-880 Oakland-Alameda Freeway Access Improvement Project proposes to improve connectivity between the I-880 Freeway, the I-980 Freeway and the cities of Alameda and Oakland. Improvements could include reconfiguration of existing ramps, demolition of some existing ramps, and construction of new ramps. Reconfiguring Oakland access to the Webster and Posey tubes and modification of Oakland city streets between Oak and Broadway used to access I-880 and I-980 would also occur. [Website Link.](#)

### 6 City of Oakland Bicycle Master Plan

(2007) Oakland's Bicycle Master Plan is the citywide, long-range policy that promotes bicycling as a viable means of transportation and recreation in Oakland. The Plan's goal is to make "Oakland a City where bicycling is fully integrated into daily life, providing transportation and recreation that are both safe and convenient." The Plan calls for bike lanes along portions of Webster Street close to the I-880 Freeway. [Website Link.](#)

### 7 Jack London District Community Engagement

The Jack London Improvement District provides day-to-day maintenance and beautification services in the public right-of-way including surrounding and underneath the underpasses. It also provides programming and special events and implements longer-term special projects in Jack London. The District has organized multiple workshops to gain community input on the challenges to be addressed in the redesign of the Broadway underpass and as well as to identify creative solutions.

### 8 Estuary Policy Plan

The Estuary Policy Plan is an element of the Oakland General Plan and was adopted by the City of Oakland and the Port of Oakland in 1999. The Estuary Plan calls for improvements to the underpasses at Broadway and Webster Streets as well as Jackson, Madison, and Oak streets. [Website Link.](#)

## Chinatown



## Jack London & Jack London Square

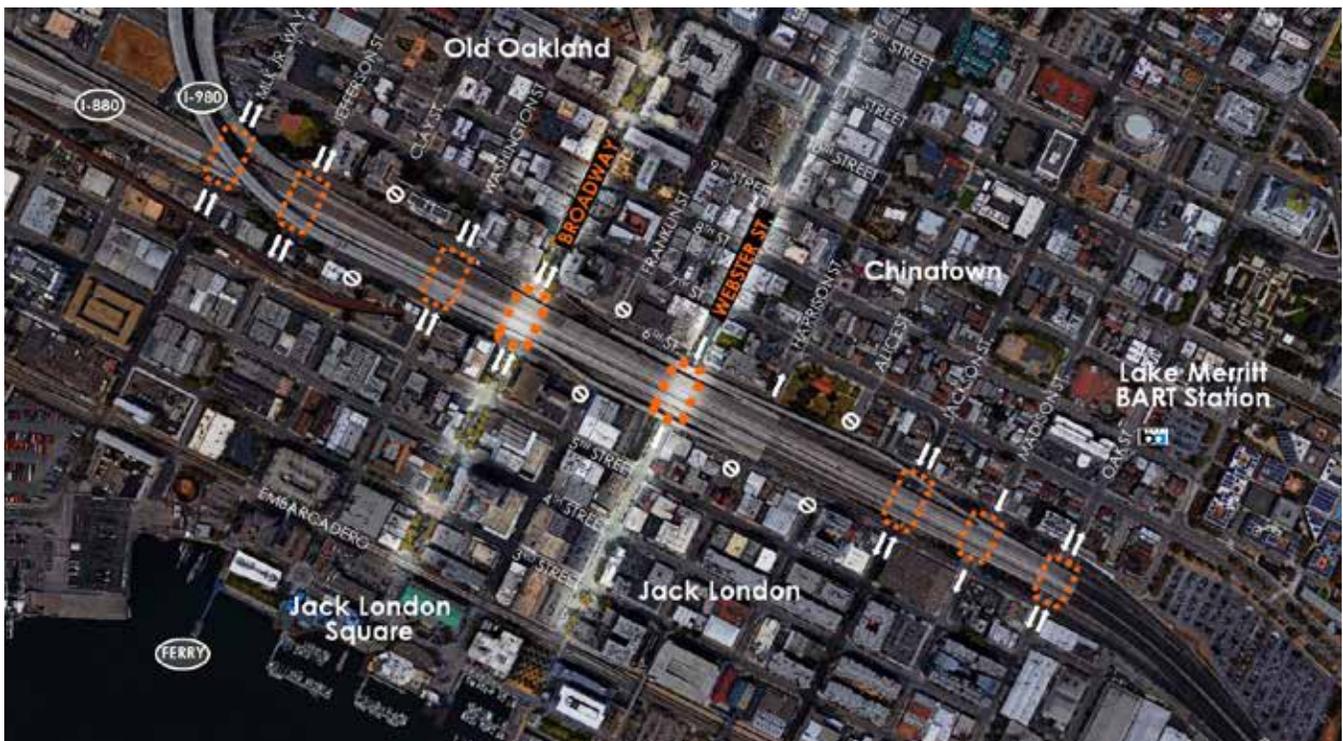


## Old Oakland



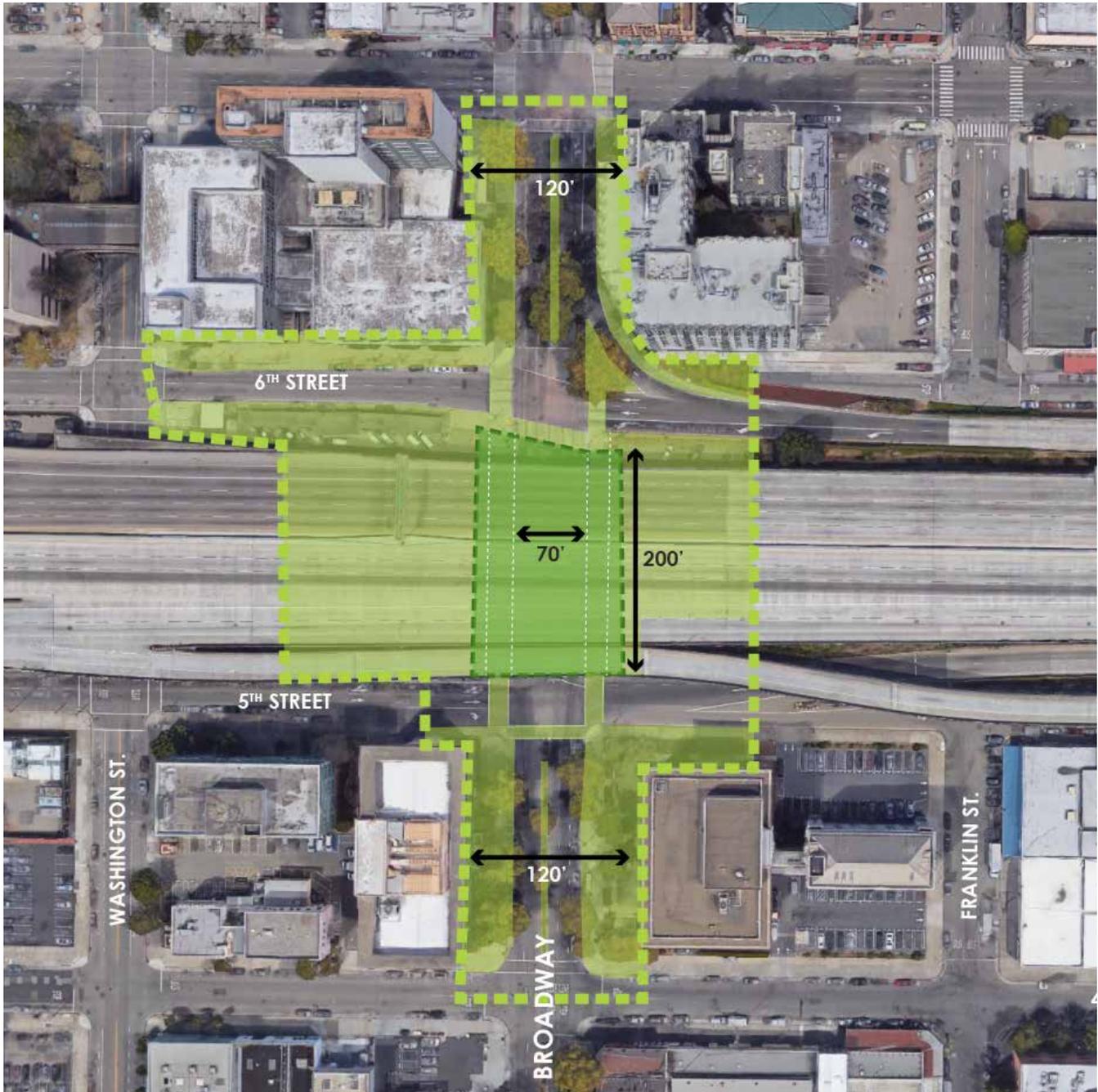


## BROADWAY AND WEBSTER STREET UNDERPASS AND SURROUNDING SITE AREAS



## BROADWAY SITE AREA

The Broadway underpass is 200' in length and 14' 9" in height from street bed to undercarriage. Sidewalks beneath the underpass are 18' in width.



## Broadway Underpass Existing Conditions



**There is minimal lighting in the underpass.**

**The air quality in the underpass is poor.**

**The existing public art sits between sidewalks and adjacent land uses under the I-880 Freeway.**



**Signage for pedestrians, bicyclists and vehicles is inadequate.**

**Noise levels in the underpass reach at least 80-85 decibels.**



**Pigeons roost in the underpass structure, leaving significant pigeon droppings on the guardrail art installation and the surrounding area.**



**Large amounts of trash accumulate in the underpass and surrounding area.**



**The entry point for vehicles into the tunnel leading to the City of Alameda at the southeastern corner of the Broadway Underpass creates dangerous conflicts for pedestrians. Vehicles back up, blocking the crosswalk. Signal timing creates conflicts between pedestrians and fast-moving vehicles.**

## **Surrounding Area Conditions around the Broadway Underpass**



**There is insufficient signage directing pedestrians to the waterfront destinations ahead.**



**The Police Department building has blank walls facing and leading to the underpass.**



**Pedestrian crossings are insufficiently marked.**



**The slip turn from the I-880 off-ramp onto Broadway heading north is dangerous to pedestrians. The median is poorly maintained and attracts refuse, and directional signs are obstructed.**



**The area underneath the I-880 Freeway to the west of the Broadway underpass along 6th street is currently used for police parking. The parking area is surrounded by a fence.**

Existing Land Uses

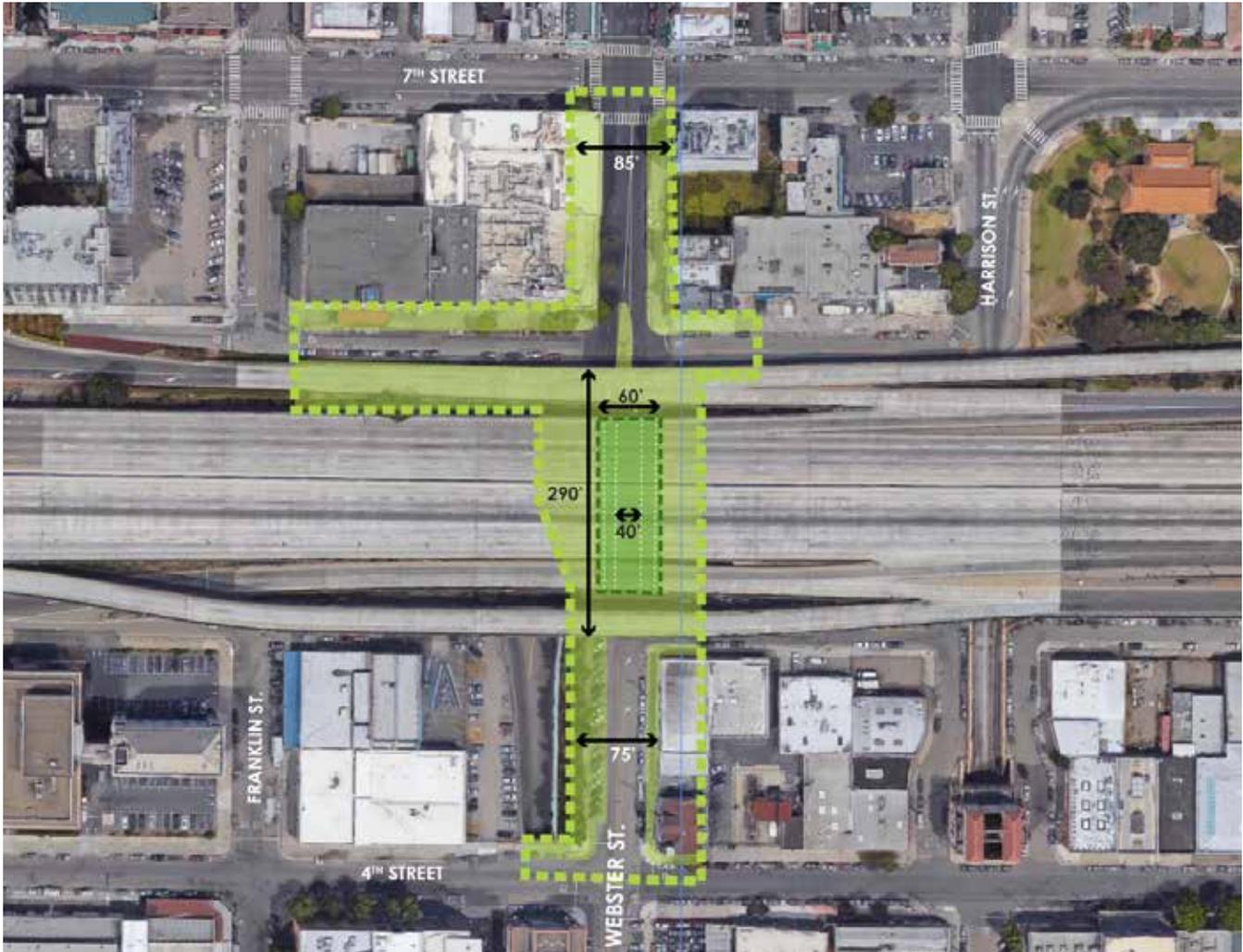


Design Considerations



## WEBSTER STREET SITE AREA

The Webster Street underpass is approximately 290' in length and 14' and 7" in height from street bed to undercarriage.



## Webster Street Underpass Existing Conditions



**Significant refuse collects in the Webster Street underpass on its sidewalks, impeding pedestrian movement.**



**The Webster Street underpass is home to a significant homeless encampment, with unsafe and unsanitary conditions for pedestrians and people living here. The City of Oakland, in collaboration with CalTrans and service providers, is working on a longer term solution to provide safer conditions.**



**The Webster Street underpass is nearly one third deeper than the Broadway underpass due to the on- and off-ramps at this location.**



**The Webster Street underpass has a complex street configuration. The road splits in two becoming a vehicle-only entryway to the tunnel leading to the island City of Alameda. The east side of Webster Street provides access for vehicles and pedestrians. Pedestrians caught on the west side of the street do not have a safe way to cross the street.**

## Surrounding Area Conditions around the Webster Street Underpass



**The areas underneath the I-880 Freeway on both sides of the Webster Street underpass is leased to private vendors for parking.**

**Existing chain link fence separating sidewalk from adjacent parking under the I-880 Freeway.**

Existing Land Uses



Design Considerations





# Scope of Work for the Selected Design Team

The following Scope of Work reflects the sequence of tasks that the selected Design Team will undertake. The Scope may be refined by the City of Oakland.

## PHASE I

### 1 Gather and Review Available Data

The selected Design Team will review relevant documents and Geographic Information Systems (GIS) data which provide context to the project and identify the needs and conceptual ideas associated with improving the underpasses.

### 2 Undertake Site Assessment and Gather Baseline Metrics

The selected Design Team will conduct a site assessment to understand the existing conditions of the Broadway and Webster Street underpass sites, as well as additional I-880 underpass sites at Oak, Madison and Jackson Streets. The team will build off of and utilize existing information.

- Site visits with the Client Team to understand current physical conditions and challenges for the underpass sites.
- Mapping of existing conditions and challenges according to site visit observations, available data, and feedback from the Client Team. For example: project opportunity area, property ownership, land uses, development trends, transportation routes, pedestrian conditions, light levels, sound levels, signage, key challenges and opportunities, etc.
- Topographic survey of the sites.
- Package the Site Assessment for the Client Team as a presentation document.

The City of Oakland is committed to demonstrating the impact of public projects and investments. The selected Design Team is asked to collaborate with the Client Team to gather information for a general baseline assessment of the site areas, which will allow the City to measure progress after implementation of the Broadway/Webster Project. Baseline information to gather will be defined collaboratively between the Client Team and the Design Team. It might measure:

- Change in the number of pedestrians and bicyclists passing through the underpasses during the day and at night
- Benefits to nearby local businesses or other economic development metrics
- Cleanliness level of the underpasses and surrounding areas
- Light level of the underpasses

- Decrease in crime in and around the underpasses
- Reported vehicular, pedestrian and bike safety incidents
- Public complaints received by the Public Works Department (i.e. dumping, overgrown weeds, etc.)
- Change in community perceptions of the underpasses and surrounding areas

### 3 Community Engagement

Community engagement is important to the City of Oakland. A thorough community engagement process will be important for the Broadway/Webster Project. The selected Design Team is required to lead, in collaboration with the Planning and Building Department, a community engagement process during the design phase of the Project.

- Hold at least 3-5 community engagement meetings. The community engagement sessions should be organized at key points in the design process, to offer the following:
  - Input gathering and site mapping
  - Community review of the initial design approaches for Broadway and Webster Street underpasses
- Assist the City in developing information about the project for distribution to the public and coordinate translation. Cantonese, Mandarin, Vietnamese and Spanish are important languages for engagement in the relevant neighborhoods.
- Engage with CalTrans and other stakeholders as needed, in coordination with the Client Team (See Org Chart, Pg. 28).
- The selected Design Team may be required to attend meetings and give presentations to regulatory committees, departments, and officials to obtain applicable project approvals.

### 4 Develop Designs for the Broadway and Webster Street Underpasses and Surrounding Areas

The selected Design Team will develop designs for the Broadway and Webster Street underpasses and surrounding area. The designs will incorporate transportation planning, urban design, architecture, public art, and landscape to establish the area as a beautiful, safe, walkable, inviting, green, and iconic passageway for Downtown Oakland and the Waterfront. The goal is to create a gateway that is visible from a distance in order to draw people to, through and beyond the underpasses. Design Teams should deliver design solutions for traffic safety and environmental design. Public art and landscape concepts are also important for the Project. Designs should extend 1 block north, 1 block south, 1 block east, and 1 block west of the underpasses.

Design Teams should incorporate or address:

- Freestanding gateway features
- Medians
- Sidewalks
- Public spaces
- Signage and wayfinding for pedestrians, bicyclists and vehicles
- Landscaping, greenery, trees
- Street furniture
- Pavement
- Crosswalks
- Public art
- Lighting
- Sound
- Areas underneath the I-880 Freeway
- Building facades
- Land uses
- Safety

## **5 Develop a Toolkit of Conceptual Design Strategies for other Underpasses**

The selected Design Team will create a toolkit of conceptual design strategies that could be applied to other I-880 underpasses near the Lake Merritt BART Station (specifically, Oak, Madison and Jackson Streets) and potentially to other freeway underpasses in Oakland. The conceptual design strategies should be illustrated with a range of visualizations: renderings, plans, diagrams etc.

## **6 Client Team Design Review Sessions and Design Development**

The selected Design Team will meet with the Client Team for periodic reviews of interim design materials and deliverables to complete design development. A design review session will be scheduled prior to the public input workshops. A specific schedule for design review sessions will be developed based on the selected Design Team's Workplan.

## **7 Create Preliminary Construction Drawings (35%) and establish a Construction Cost Estimate**

Upon approval of design development drawings, the Design Team will develop 35% Construction Drawings (plans, sections and details), relevant written specifications, and work with the City to develop a verifiable cost estimate.

## **8 Assist the City in preparing materials for Fundraising Campaign**

Upon completion of 35% Construction Drawings, the City of Oakland commits to raising funds for 100% completion of Construction Drawings, and for implementation of the Project. To assist the City in its fundraising efforts, the Design Team will help with the preparation of a brochure or other materials which showcase the design.

## **9 Optional Task - Design low cost intersection improvements near Lake Merritt BART Station**

The Design Team would create site plans, dimensioned drawings and construction drawings for easily implementable design solutions that make use of low-cost, interim design materials to

improve safety for four key intersections within a two block radius of the Lake Merritt BART Station.

## **PHASE II**

Phase II of the Scope of Work will begin when funds are secured by the City of Oakland to complete construction drawings to 100% and to implement the Project. Prospective Design Teams should include the following scope items in their Work Plans and Budget Proposals, specifically noting them as part of Phase II.

### **9 Prepare Initial Technical Impact Studies**

The selected Design Team will prepare technical impact studies to identify potential hazards and design constraints that may potentially affect proposed construction activities and operations.

- Phase I Environmental Site Assessment and additional Technical Studies
- NEPA Document Preparation

### **10 Prepare Construction Drawings to 100% completion and assist with Construction Management**

The selected Design Team will:

- Completion of Construction Drawings to 100% including Plans, Specifications and a final Construction Cost Estimate for bid purpose. Please identify an appropriate phasing and review process. Past projects have incorporated technical review periods at 50%, 65% and 95% construction drawings.
- Assist the City in obtaining construction and agency permits.
- Work with the City to submit for CalTrans and other agency review and approval.
- Provide technical support to the City during bid document creation and the bidding phase.
- Provide technical support to the City or consultant construction management staff during construction of the project.

## **BUDGET**

Approximately \$300,000 - \$400,000 is available for the Design Team to complete Phase I of the Scope of Work. The amount of funding to support the Design Team in undertaking the Phase II Scope of Work will be determined based on the Construction Cost Estimate developed in Phase I and discussions between the City of Oakland and the Design Team.

# Submission Requirements

Page limits for specified sections are listed below. A two-sided page counts as two pages in the page limits.

## 1 Transmittal Letter

The letter should be addressed to Sabrina Landreth, City Administrator.

The letter must be signed by an officer of the consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

## 2 Conceptual Design Approach

Submitting Design Teams are required to submit a Conceptual Design Approach for the Broadway and Webster Street underpasses and surrounding areas (see Pages 12 and 17). The Conceptual Design Approach must include the following and be limited to 2 pages:

- A** A maximum 500-word narrative explaining the themes of the Design Team's Conceptual Design Approach and how it achieves the goals of the Broadway/Webster Project. Indicate understanding of the critical project elements; neighborhood character and identity; the individual experience; design innovativeness; creativity; and the team's approach to designing interventions.
- B** Illustrative imagery may be included to communicate the team's Conceptual Design Approach for the Broadway/Webster Project, including both underpasses and the surrounding area. Part or all of the site area may be used depending on what the Design Team believes would best achieve the goals of the Broadway/Webster Project (see Page 4).

## 3 Workplan

Articulate the Design Team's Workplan to accomplish the Scope of Work outlined in this Request for Proposals (See Page 22). The Workplan should lay out a timeline of critical milestones and describe how the lead consultant and Design Team intend to interface with other ongoing planning processes, particularly the Downtown Specific Plan and the Freeway Access Project (see Page 8), City staff and the community. This section is limited to no more than 6 pages.

## 4 Qualifications

Submitting Design Teams are required to submit the following qualifications:

- A** Description of Project Team with Organizational Chart
  - Describe the Design Team structure in maximum 500 words and with an organizational chart. Identify the Lead

Consultant firm and Sub-Consultants. Briefly describe the project responsibility of each team member. List addresses, telephone numbers and areas of expertise of each team member.

- Describe why the Design Team would be the best fit to accomplish the Scope of Work and achieve Project Goals. Describe experiences and ability to work effectively with City staff, community groups, and other stakeholders. If the team has worked together collaboratively, please include a description of this work.
- Describe the public art expertise of the Design Team. Design Teams must include professional(s) specializing in public art, with experience that includes some combination of education and training as an artist or curator, previous public art commissions, an exhibition record with cultural organizations and galleries, participation in artist-in-residency programs, or other activities indicative of a professional art practice with a unique approach to design, craftsmanship, and technique.
- Identify which contractors are Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE). Additionally, for LBEs/SLBEs, submit a copy of current business license and date established in Oakland.
- In response to this RFP, the prime contractor shall be a qualified consulting firm. For LBEs/SLBEs, submit a copy of current business license and date established in Oakland.

### B Resumes

- Lead Consultant: Identify and provide detailed resumes of the proposed Lead Person and supporting Project Manager(s). The Project Manager(s) shall be a full-time employee of the Lead Consultant(s). Clearly identify relevant experience.
- Sub- Consultants: Provide a detailed resume for each sub consultant team member who shall be a full-time employee of the Sub-Consultant firm. Clearly identify relevant experience.

### C Relevant Experience

- Describe experiences performing similar functions in three local government operations. Include a brief description of recommendations and outcomes. Images may be included. This section is limited to no more than 12 pages.

### D References

- Lead Consultant: Provide three business related

references, giving name, company, address, telephone number and business relationship.

- **Sub Consultant(s):** Provide two business related references, giving name, company, address, telephone number and business relationship to the Lead Consultant.

## **E Billing Rates**

- Provide a complete list of all staff hourly rates by category, i.e., Project Lead, Project Manager, Project Professional, Technician, Clerical, etc. Hourly rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.
- Rates shall be all-inclusive, i.e., base salary, fringe benefits, overhead, profit, etc.

## **5 Schedules and Forms**

### **A Schedules (Required with submission) (See Attachment B, Page 56):**

- Schedule E - Project Consultant Team
- Schedule O - Campaign Contribution Limits
- Other schedules must be submitted prior to full contract execution and are available at: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

### **B Addenda - Proposal and Acknowledgment of all Addenda – if issued, please provide signed addenda and submit with proposal.**

### **C Proprietary Information: All responses to the RFP become the property of the City. To withhold financial and proprietary information, please label each page as “confidential” or “proprietary”.**

- **Public Records Act or Sunshine Ordinance:** Although a document may be labeled “confidential” or “proprietary”, information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City’s discretion, based on the potential impact of the public’s interests whether or not to disclose “confidential” or “proprietary” information.

**Proposals are due** by 2:00 P.M. PST on December 14, 2016 at the Office of the City Administrator, Department of Contracts and Compliance, Attn: Paula Peav, 250 Frank Ogawa Plaza, Suite 3341, Oakland, CA 94612. Phone (510) 238-3190.

Submit eight (8) hard copies of the proposal and a digital copy on a CD or USB of the proposal.

All proposals submitted via US Mail or common carrier must be delivered in a sealed package with the project name, submittal date, time and location of the proposals on the outside of the package or the documents.

The Contractor shall be required to comply with all applicable City programs and policies outlined in the Attachment C (Page 65). Details are presented in the project documents and will be discussed at the meeting. Discussions will include, but may not be limited to: • Equal Benefits for Registered Domestic Partners • Campaign Contribution • Post-project Contractor Evaluation • Prompt Payment • Arizona Boycott • 50% L/SLBE • Dispute Disclosure and • Living Wage • Minimum Wage.

Contractors who wish to participate in the RFP process are required to register in iSupplier in order to receive addenda, updates, announcements and notifications of contracting opportunities. We recommend updating the firm’s primary email address regularly and periodically confirming that the “Products and Services” section fully represents the scope of products and services provided. If the team has any questions, please email [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com).

For further information and detailed iSupplier registration instructions, please visit the following link: <http://www2.oaklandnet.com/government/o/CityAdministration/d/CP/s/RegisterthroughiSupplierasaVendororContractor/index.htm>

Free copies of the RFP documents and Addenda are available in iSupplier. Hard copies will NOT be available for purchase from the City. Please consult the City website for the Plan Holder list.

### **A iSupplier Registration/Login:** <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>.

New registrants can email [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com) for registration instructions. Allow 3 working days for approval to access bid documents through iSupplier

### **B iSupplier Plan Holders List:** <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/Construction/index.htm>

Contact Information: The following City staff are available to answer questions regarding this RFP.

1. Project Manager: Christina Ferracane at [cferracane@oaklandnet.com](mailto:cferracane@oaklandnet.com) or (510) 238-3903
2. Contract Admin: Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or (510) 238-3190
3. Contract Compliance Officer: Vivian Inman at [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com), (510) 238-6261.

# Selection Process

## Selection Process

A Selection Committee of key City officials and community leaders has been created to evaluate the design teams and proposals. Submissions will be judged on the quality and efficiency of proposals. Organizations and entities represented on the Selection Committee include: Planning and Building Department, Public Works, Cultural Arts, Department of Transportation, Jack London Improvement District, and Chinatown representatives.

## Evaluation Criteria

The following sample of criteria and the points for each criterion, for a total of 100 points, may be used in evaluating and rating the proposals:

### 1 Relevant Experience .....25 points

- A** Past, recently completed, or on-going local government projects to substantiate experience.
- B** Prior experience and ability to work with City staff, community groups, and other stakeholders, and addressing the various interests in developing a successful project.

### 2 Qualifications .....20 points

- Professional background and qualifications of team members and firms comprising the team.

### 3 Organization .....20 points

- Current workload, available staff and resources.
- Capacity and flexibility to meet schedules, including any unexpected work.
- Ability to perform on short notice and under time constraints.
- Cost control procedures in design and construction.
- Ability to perform numerous projects at the same time.

### 4 Design Approach and Workplan .....25 points

- The quality of the conceptual design approach.
- Understanding of the nature and extent of the services required.
- An appropriate explanation of how the work will be performed.
- Awareness of potential problems and providing possible solutions.
- Special resources the team offers that are relevant to the

successful completion of the project.

### 5 L/SLBE Certified Business Participation .....2-5 Points

### 6 Other Factors ..... 5 points

- Presentation, completeness, clarity, organization, and responsiveness of proposal.

## Rejection of Proposal Elements

The City reserves the right to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this RFP without liability, obligation, or commitment to any party, firm, or organization. The City reserves the right to request and obtain additional information from any candidate submitting a proposal. A proposal may be rejected for any of the following reasons:

- Proposal received after designated time and date.
- Proposal not in compliance with the City of Oakland Local/ Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal considered not fully responsive to this RFP.

## Interviews of Shortlisted Firms

Interviews of short-listed qualified Design Team candidates may be held by video conference if a selection is not made from the evaluation phase.

It is anticipated that approximately three Design Team candidates would be invited to interview. The selected teams would be notified in writing. It is anticipated that the interviews will be conducted within ten (10) working days of notification.

Candidate Design Teams will be expected to make a presentation. The interviews will last approximately 1 hour, with the time allocated equally between the team's presentation and a question-and-answer period. Teams should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).

# Pre-Proposal Meeting & Questions

An optional, but recommended, Pre-Proposal Meeting will be held at 9:30am on November 8, 2016 at Hearing Room 3 in Oakland City Hall (1 Frank Ogawa Plaza). Teams may also call in by phone to a number that will be shared after teams RSVP. Teams should RSVP by November 7, 2016 to this email address: [cferracane@oaklandnet.com](mailto:cferracane@oaklandnet.com).

Design teams are invited to submit questions until 2:00 pm PST on November 18, 2016 to the following email address: [cferracane@oaklandnet.com](mailto:cferracane@oaklandnet.com). Submitted questions will be posted with answers on the project website.

Project Website

<http://www2.oaklandnet.com/government/o/PBN/OurOrganization/PlanningZoning/OAK061205>

# Contract Negotiations & Award

The following is subject to change by the Planning & Building Department and the Department of Contracting & Purchasing.

- 1 The completion of the Selection Process will result in the contractor being numerically ranked. The contractor ranked first will be invited to participate in contract negotiations. Should the City and the first ranked contractor not be able to reach an agreement as to the contract terms within a reasonable timeframe, the City may terminate the negotiations and begin negotiations with the contractor that is next in line.
- 2 The contract amount (including reimbursements) shall be a not-to-exceed-amount, to be established based upon a mutually agreeable Scope of Work and fee schedule.
- 3 The City will withhold the final 10% of contract amount pending successful completion of work.
- 4 Upon successful completion of the negotiations, the City Administrator will award the contract to the selected contractor.
- 5 A sample City standard professional services agreement is included in the RFP as referenced as Attachment A “Sample Agreement” (Page 36). The selected contractor will be required to enter into a contract that contains similar terms and conditions as in the standard agreement. Please note that the City Attorney’s Office is typically not inclined to make any modifications to the standard agreement terms and provisions.
- 6 Upon award the City will issue a Notice to proceed.
- 7 The selected contractor and its other members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its other members may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.



## Planning & Building Department for the City of Oakland

The RFP and the Broadway/Webster Project will be directed by the Department of Planning & Building.

## Selection Committee

A Selection Committee of key City officials and community leaders has been created to evaluate the design teams and proposals. Submissions will be judged on the quality and efficiency of proposals.

Organizations and entities represented on the Selection Committee include: Planning and Building Department, Public Works, Cultural Arts, Department of Transportation, Jack London Improvement District, Chinatown.

## Stewardship Committee

A group of representatives from City departments have been selected to provide expertise and oversight to the Broadway/Webster Project to implementation. This group includes representatives from the Bureau of Planning, Department of Public Works, Department of Transportation, City Administrator's Office, Council District 3, Department of Economic and Workforce Development, and Cultural Arts.

## Citizens Advisory Group (CAG)

A Citizens Advisory Group (CAG) consisting of community stakeholders and local design industry representatives from Oakland professional organizations will be formed to provide input to the project.

**1.** The successful proposer selected for this service shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.

**2.** The City Council reserves the right to reject any and all bids.

**3. Local and Small Local Business Enterprise Program (L/SLBE)**

**A** Requirement – For Professional Services, 50% Local and Small Local Business Enterprise Program (L/SLBE): there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

**B** Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.

**C** Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

**D** A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.

**E** In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.

**F** Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFP) may be earned for having an Oakland resident workforce. Prime consultants seeking additional preference points for having an Oakland resident

workforce must submit a completed Schedule E-2 titled the “Oakland Workforce Verification Form” no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see Page 67).

**G** Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

**H** The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a copy of the final progress payment application.

**I** Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

**J** Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing Schedule D Ownership, Ethnicity, and Gender Questionnaire (see Page 66), and Schedule E Project Consultant Team, attached and incorporated herein and made a part of this Agreement (see Page 66).

**K** All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

**L** In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

**M** In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

**4. The City’s Living Wage Ordinance**

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

**A** Minimum compensation – Said employees shall be paid an initial hourly wage rate of \$12.93 with health benefits or \$14.86 without health benefits. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor.

**B** Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.87 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

**C** Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee’s request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month

of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

**D** Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) <http://www.irs.gov> and <http://www.irs.gov/individuals/article/0,,id=96466,00.html>

**E** Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

**F** Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

**G** Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

**H** Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

## 5. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

## 6. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a “contract” with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a “property contract” pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city’s use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor’s operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract’s presence at that location is connected to a contract with the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as

Schedule N-1, Equal Benefits-Declaration of Nondiscrimination form. For more information, see [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE)

## 7. Prompt Payment Ordinance OMC Section 2.06.070 Prompt Payment Terms Required in Notices Inviting Bids, Requests for Proposals/Qualifications and Purchase Contracts

This Agreement is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06. The Ordinance requires that, unless specific exemptions apply. Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed payments are subject to investigation by the City of Oakland Liaison upon the filing of a compliant. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City’s website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

Contractor and its subcontractors shall include the same or

similar provisions as those set forth above in this section in any contract with a contractor or subcontractor that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com).

### 8. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- A** Contractor and Contractor's sub-contractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B** Contractor and Contractor's Sub-contractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- C** Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- D** If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this

nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E** Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- F** The Project Contractor Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- G** All affirmative action efforts of Contractors are subject to tracking by the City. This information or data shall be used for statistical purposes only. All Contractors are required to provide data regarding the make-up of their sub Contractors and agents who will perform City contracts, including the race and gender of each employee and/or Contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- H** The City will immediately report evidence or instances of apparent discrimination in City or Agency contracts to the appropriate State and Federal agencies, and will take action against Contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- I** In the recruitment of sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- J** In the use of such recruitment, hiring and retention of employees or sub Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

### 9. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents

that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify Contracts and Compliance Division, Office of the City Administrator if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

**10. Pending Dispute Disclosure Policy:**

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

**11. City of Oakland Campaign Contribution Limits**

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form (see Page 58).

**12. Nuclear Free Zone Disclosure**

Contractor represents, pursuant to the combined form Nuclear Free Zone Disclosure Form that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete the combined form, attached hereto (see Page 70).

**13. Sample Professional Service Agreement**

This Agreement is subject to the attached Sample Professional Service Agreement.

**14. Insurance Requirements**

The Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including

copies of the 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 grounds for rescission of the contract award.

The Contractor shall name the City of Oakland, its Council members, directors, officers, agents, employees and volunteers as additional insured in its Comprehensive Commercial General Liability and Automobile Liability policies. If Contractor submits the ACORD Insurance Certificate, the additional insured endorsement must be set forth on a CG20 10 11 85 form and/or CA 20 48 - Designated Insured Form (for business auto insurance) (see Page 70).

Please Note: A statement of additional insured endorsement on the ACORD insurance certificate is insufficient and will be rejected as proof of the additional insured requirement.

Unless a written waiver is obtained from the City's Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see Schedule Q). A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.

When providing the insurance, the "Certificate Holder" should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

**15. City Contractor Performance Evaluation**

At the end of the project, the Project Manager will evaluate the Contractor's Performance in accordance with the City Contractor Performance Evaluation program.

**16. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:**

The City or Agency may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal, a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and Agency and/or take any other action or invoke any other remedy available under law or equity.

**17. Contractor's Qualifications**

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement

in a competent and professional manner without the advice or direction of the City. Contractor's services will be performed in accordance with the generally accepted principles and practices applicable to Contractor's trade or profession. The Contractor warrants that the Contractor, and the Contractor's employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete the Independent Contractor Questionnaire, Part A, attached hereto (Page 69).

**18. The following City staff are available to answer questions:**

Project Manager: Christina Ferracane at cferracane@oaklandnet.com or (510) 238-3903

Contract Admin: Paula Peav at ppeav@oaklandnet.com or (510) 238-3190

Contract Compliance Officer: Vivian Inman at vinman@oaklandnet.com, (510) 238-6261.

- 19.** All responses to the RFP become the property of the City.
- 20.** The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal.
- 21.** The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
- 22.** The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Contractor teams and to waive any defects as to form or content of the RFP or any responses by any contractor teams
- 23.** The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
- 24.** Once a final award is made, all RFP responses, except

financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

**25.** The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub Contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

## ATTACHMENT A

**SAMPLE**  
**PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT**  
**BETWEEN THE CITY OF OAKLAND**  
**AND**  
**Name of Contractor**

Whereas, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met.

Now therefore the parties to this Agreement covenant as follows:

1. Parties and Effective Date

This Agreement is made and entered into as of Month, date, year between the City of Oakland, a municipal corporation, (“City”), One Frank H. Ogawa Plaza, Oakland, California 94612, and Name of Contractor (“Contractor”)

2. Scope of Services

Contractor agrees to perform the services specified in **Schedule A**, Scope of Services attached to this Agreement and incorporated herein by reference. Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. **Schedule A** includes the manner of payment. The Project Manager for the City shall be Project Manager.

3. Time of Performance

Contractor’s services shall begin on Month, Date, Year and shall be completed Month, Date, Year.

4. Compensation and Method of Payment

Contractor will be paid for performance of the scope of services an amount that will be based upon actual costs but that will be “Capped” so as not to exceed \$Amount, based upon the scope of services in **Schedule A** and the budget by deliverable task and billing rates in **Schedule B**. The maximum that will be charged for the entire scope of work will not exceed the Capped amount, even if the Contractor’s actual costs exceed the Capped amount. Invoices shall state a description of the **deliverable** completed and the amount due. Payment will be due upon completion and acceptance of the deliverables as specified in the Scope of Services.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the

contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the contractor has earned during the period for which payment is being made, on the basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

## 5. Independent Contractor

### a. Rights and Responsibilities

It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Schedule A**.

### b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. The Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M, Independent Contractor Questionnaire**, attached hereto.

c. Payment of Income Taxes

Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

d. Non-Exclusive Relationship

Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment

Contractor will supply all tools, materials and equipment required to perform the services under this Agreement.

f. Cooperation of the City

The City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

g. Extra Work

Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

## 7. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda, computation documents prepared by Contractor or its Subcontractors in drawings, plans, sheets or other connection with services to be performed under this Agreement shall be assigned and transmitted to the City. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

## 8. Copyright

Contractor shall execute appropriate documents to assign to the City the copyright to works created pursuant to this Agreement.

## 9. Audit

Contractor shall maintain (a) a full set of accounting records in accordance with generally accepted accounting principles and procedures for all funds received under this Agreement; and (b) full and complete documentation of performance related matters such as benchmarks and deliverables associated with this Agreement.

Contractor shall (a) permit the City to have access to those records for the purpose of making an audit, examination or review of financial and performance data pertaining to this Agreement; and (b) maintain such records for a period of four years following the last fiscal year during which the City paid an invoice to Contractor under this Agreement.

In addition to the above, Contractor agrees to comply with all audit, inspection, recordkeeping and fiscal reporting requirements incorporated by reference.

## 10. Agents/Brokers

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

## 11. Assignment

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities

whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

## 12. Publicity

Any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words “City of Oakland” will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

## 13. Title of Property

Title to all property, real and personal, acquired by the Contractor from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Contractor acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Contractor shall, upon expiration or termination of this Agreement, deliver to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with “Notice” section of this Agreement.

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement. In the case of lost or stolen items or equipment, the Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the “Notice” section of this Agreement.

Prior to the disposition or sale of any real or personal property acquired with City funds, Contractor shall obtain approval by the City Council and City Administrator in accord with the requirements for disposal or sale of real or personal surplus property set forth in the Oakland City Charter and/or Oakland Municipal Code Title 2.04, Chapter 2.04.120. Surplus supplies and equipment – Disposal or Destruction.

#### 14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q, Insurance Requirements**. **Schedule Q** is attached at the end of this sample agreement and incorporated herein by reference.

#### 15. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:
  - (i) Breach of Contractor's obligations, representations or warranties under this Agreement;
  - (ii) Act or failure to act in the course of performance by Contractor under this Agreement;
  - (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;
  - (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;
  - (v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and
  - (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.
- b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.
- c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related

settlement negotiations to the extent that cooperation does not conflict with City's interests.

- d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.
- f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.
- g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

All claims for money due or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of: i) this Agreement, or ii) any purchase order, or iii) any other transaction with Contractor.

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices

unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedule>

[s/index.htm](#) or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com).

18. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

19. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **month date year**.

21. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.

- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

- vi. Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a “city officer” or “public official” for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.
- vii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver

Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

c. Remedies and Sanctions

In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

22. Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor and Contractor’s subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer,

recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1, Declaration of Compliance with the Americans with Disabilities Act**, attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23. Local and Small Local Business Enterprise Program (L/SLBE)

- a. *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE)**: there is a 50% minimum participation requirement for all professional services contracts over \$50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.
- b. Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.
- c. Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

- d. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts
- g. Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal “evaluation” process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.
- h. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the **Schedule F, Exit Report and Affidavit** for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
- i. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- j. Contractor shall submit information concerning the ownership and workforce composition of Contractor’s firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, attached and incorporated herein and made a part of this Agreement.
- k. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee

and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

- l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- m. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

24. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service contractors (consultants) of the City and employees of CFARs (Ord. 12050 § 1, 1998). The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as **Schedule N** and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the consultant must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$12.27 with health benefits or \$14.10 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1<sup>st</sup> 2015, the new rates will be \$12.93 with benefits and \$14.86 without benefits.**
- b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least \$1.87 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time

- employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
  - e. Contractor shall provide to all employees and to the Division of Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
  - f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
  - g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Division of Contracts and Compliance, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars (\$500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.
  - h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Division of Contracts and Compliance.

25. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify

employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site.

The law requires paid sick leave for employees and payment of service charges collected for their services.

For further information, please go to the following website:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK05145>  
1

26. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1, Equal Benefits-Declaration of Nondiscrimination**.

27. City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

28. Nuclear Free Zone Disclosure

Contractor represents, pursuant to **Schedule P**, Nuclear Free Zone Disclosure Form, that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this agreement, Contractor shall complete **Schedule P**, attached hereto.

29. Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

30. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

31. Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

32. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all of the project at any time. In such event, the City shall give thirty (30) days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Contractor shall have the right to expend a reasonable amount of additional time to assemble work in progress for the

purpose of proper filing and closing the job. Prior to expending said time, Contractor shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty (30) days following submission of a final statement by Contractor.

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed thereto in accordance with the terms of this Agreement.

33. Validity of Contracts

This Agreement shall not be binding or of any force or effect until it is: i) approved by resolution of the City Council as required by the Oakland City Charter, Oakland Municipal Code Title 2.04 and Oakland City Council Rules of Procedure, ii) approved for form and legality by the Office of the City Attorney, and iii) signed by the City Administrator or his or her designee.

34. Governing Law

This Agreement shall be governed by the laws of the State of California.

35. Notice

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

(City of Oakland)  
Agency/Department  
Address  
Oakland, CA  
Attn: Project Manager

Name of Contractor  
Address  
City State Zip  
Attn: Project Manager

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

36. Entire Agreement of the Parties

This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding.

37. Modification

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

38. Severability/Partial Invalidity

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

39. Time of the Essence

Time is of the essence in the performance of this Agreement.

40. Commencement, Completion and Close out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of this Agreement.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement.

Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, the Contractor shall make a determination of any and all final costs due under this Agreement and shall submit a requisition for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate requisition for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

41. Approval

If the terms of this Agreement are acceptable to Contractor and the City, sign and date below.

42. Inconsistency

If there is any inconsistency between the main agreement and the attachments/exhibits, the text of the main agreement shall prevail.

**City of Oakland,  
a municipal corporation**

**Name of Contractor**

\_\_\_\_\_  
(City Administrator’s Office) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Agency Director’s Signature) (Date)

\_\_\_\_\_  
Business Tax Certificate No.

\_\_\_\_\_  
Approved as to form and legality:

\_\_\_\_\_  
Date of Expiration

\_\_\_\_\_  
(City Attorney’s Office Signature) (Date)

\_\_\_\_\_  
Resolution Number

\_\_\_\_\_  
Accounting Number

**END OF PROFESSIONAL SERVICES CONTRACT SAMPLE**

**ATTACHMENT B1  
(Stand-Alone Schedules Required with Proposal)**

**SCHEDULE E  
(PROJECT CONSULTANT TEAM LISTING)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**SCHEDULE O  
(CAMPAIGN CONTRIBUTION LIMITS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**SCHEDULE E  
PROJECT CONSULTANT TEAM LISTING**

To be completed by prime consultants only.

Date \_\_\_\_\_



**Note:**  
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

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

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

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.  
Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.  
\* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
\*\* (M = Male) (F = Female)

(Revised as of 6/06)



**SCHEDULE O**

**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS**

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 \_\_\_\_\_

**ATTACHMENT B2  
(Stand-Alone Schedules Required Prior to Contract Award)**

**SCHEDULE E-2  
(OAKLAND WORKFORCE VERIFICATION)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023379.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190

**AND**

**SCHEDULE Q  
(INSURANCE REQUIREMENTS)**

An interactive version of this form can be downloaded from Contracts and Compliance website <http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023287.pdf> or request for a copy from Paula Peav at [ppeav@oaklandnet.com](mailto:ppeav@oaklandnet.com) or phone number 510-238-3190



**Oakland Workforce Verification**

**Schedule E-2**

Date Submitted: \_\_\_\_\_ Consultant/Service Provider: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ email: \_\_\_\_\_ # additional sheets attached: \_\_\_\_\_

*PLEASE NOTE: All prime consultants seeking additional preference points for Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/RFQ.*

**REQUIRED ATTACHMENTS**  
Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

**PLEASE NOTE BELOW:**

- 1) A valid photo ID is required to prove Oakland residency. If the employee does not have a valid photo ID, the employer must submit at least two (2) other acceptable forms of ID/Other acceptable proofs of residency. Valid photo IDs include: a) U.S. Passport, b) Employment Authorization Document, c) State Driver's license or ID Card, d) School ID Card, and or e) U.S. Military Card.
- 2) Other Acceptable Proofs of Oakland Residency: Utility Bills, Bank Account Statements, Auto Registration, Mortgage Statements, Rental Agreements, and/or Verification of Public Assistance.
- 3) It is required that all firms submit their most recently filed DE6/9.

**ADDITIONAL SHEET**

Consultant/Service Provider \_\_\_\_\_ RFP/RFQ Title \_\_\_\_\_  
Additional Page # \_\_\_\_\_ of \_\_\_\_\_

**REQUIRED ATTACHMENTS**  
Please check box below to confirm attachments

	EMPLOYEE Use additional sheets if needed	CURRENT STREET ADDRESS	DATE OF HIRE	LAST 4 DIGITS OF Soc. Sec. #	WORK CLASSIFICATION	REQUIRED ATTACHMENTS		
						1 Valid Photo ID	2 Other Proof of Oakland Residency	3 DE6

## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 07/08/15)*

a. General Liability, Automobile, Workers' Compensation and Professional Liability

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 all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

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. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **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 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$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 Agreement and thereafter as required by that code.

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD,** appropriate to the contractor's profession with limits not

less than \$\_\_\_\_\_ each claim and \$\_\_\_\_\_ aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- c. 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.

- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form 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
- ii. 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 Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and

- iv. 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; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, 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 Agreement, 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 Agreement.

d. 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 Agreement.

e. 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.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's 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.

g. 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.

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. 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.

# ATTACHMENT C: City Schedules and Policies

**PLEASE READ CAREFULLY:** It is the prospective primary proposer's/bidder's/grantee's responsibility to review all listed City Schedules, Ordinances and Resolutions.

If you have questions regarding any of the schedules, Ordinances or Resolutions, please contact the assigned Contract Compliance Officer listed on the Request for Proposals (RFP), Notice Inviting Bids (NIB), Request for Qualifications (RFQ) and Grant announcements.

**By submitting a response to this RFP/Q, NIB, or Grant opportunities, to the City Of Oakland the prospective primary participant's authorized representative hereby certifies that your firm or not-for profit entity has reviewed all listed City Schedules, Ordinances and Resolutions and has responded appropriately.**

Note: additional details are available on our website as follows:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.

**1. Schedule B-2 - (Arizona Resolution) – Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to Resolution No. 82727 C.M.S. For full details of the Resolution please go to the City's website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. *Excerpt:* (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments to the extent where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona.
- iii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule B-2 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

**2. Schedule C-1 - (Declaration of Compliance with the Americans with Disabilities Act) – Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Americans with Disabilities Act (ADA). It

requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

- (1) You certify that you will comply with the Americans with Disabilities Act by:
  - (2) Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
  - (3) Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
  - (4) Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
  - (5) Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
  - (6) Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities;
  - (7) If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.
- ii. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule C-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

For Declaration of ADA compliance for facility and other special events agreements please reference C-2 on the above web site.

3. **Schedule D** – (Ownership, Ethnicity, and Gender Questionnaire) – **Applies to all agreements and is part of the “Combined Contract Schedules”**. *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

This agreement is subject to the reporting of Ownership, Ethnicity and Gender questionnaire form. Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule D form and submit to the City. The form can be found on our website at

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

4. **Schedule E** – (Project Consultant or Grant Team). **Applies to Non-Construction**

**agreements and is a “stand alone Schedule<sup>1</sup>” and must be submitted with proposal.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule E form, this form is required to be submitted with the proposal.
- ii. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- iii. This form is use for establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iv. In response to this RFP/Q or grant opportunity, the prime shall be a qualified for profit or not-for profit entity.
- v. Sub-Consultants (if used) or sub-grantees must be listed to include: addresses, telephone numbers and areas of expertise/trace category of each. Briefly describe the project responsibility of each team member. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise. Additionally, for LBEs/SLBEs, please submit a copy of current business license local business certificate and date established in Oakland.

**5. Schedule E-2 (Oakland Workforce Verification Form) – Referenced in Attachment B. Applies to Non-Construction agreements and is a “stand alone Schedule”, and must be submitted with proposal if seeking extra preference points for an Oakland Workforce.**

- i. All prime consultants, contractors, or grantees seeking *additional preference* points for employing an Oakland workforce must complete this form and submit with "required attachments" to Contracts and Compliance no later than four (4) days after the proposal due date. For questions, please contact the assigned Compliance Officer named in the RFP/Q, NIB, and competitive grant opportunity.
- ii. The Schedule E-2 form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

**6. Schedule F – (Exit Report and Affidavit) – Applies to all agreements and is a “stand alone Schedule”.**

- i. This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- ii. The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-

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<sup>1</sup> Stand Alone Schedule is not part of the “Combined Schedule”.

grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Contracts and Compliance with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

7. **Schedule G** – (Progress Payment Form) – **Applies to all agreements and is a “stand alone Schedule”**.

This Agreement is subject to the reporting of subcontractor progress payments on a monthly basis. The Schedule G form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

8. **Schedule K** – (Pending Dispute Disclosure Policy) – **Applies to all agreements and is part of the “Combined Contract Schedules”**.

- i. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule K form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)
- ii. Policy – All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract, contract amendments or transaction involving:
  - (1) The purchase of products, construction, non-professional or professional services, Contracts with concessionaires, facility or program operators or managers, Contracts with project developers, including Disposition and Development Agreements, lease Disposition and Development Agreements and other participation agreements Loans and grants, or acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.
  - (2) Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.
  - (3) The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. “Claim” includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.
  - (4) Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or

partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.

- (5) Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

**9. Schedule M – (Independent Contractor Questionnaire, Part A). – Applies to all agreements and is part of the “Combined Contract Schedules”.**

Prior to execution of this agreement and/or upon request, the contractor shall complete the Schedule M form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

**10. Schedule N - (LWO - Living Wage Ordinance) – Applies to Non-Construction agreements and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Oakland Living Wage Ordinance. The full details of the Living Wage Ordinance can be found on the City’s website ([https://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.28LIWAO\\_R.html#TOPTITLE](https://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.28LIWAO_R.html#TOPTITLE)).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

**11. Schedule N-1 - (EBO - Equal Benefits Ordinance) – Applies to Non-Construction agreements over \$25,000 and is part of the “Combined Contract Schedules”.**

- i. This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The full details of the Equal Benefits Ordinance can be found on the City website at [http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE).
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule N-1 form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see *Combined Schedules*)

**12. Schedule O – (City of Oakland Campaign Contribution Limits Form) - Applies to all**

**agreements and is a “stand alone Schedule”, and must be submitted with proposal.**

- i. This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits Contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.
- ii. The form is also available on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

**13. Schedule P – (Nuclear Free Zone Disclosure) - Applies to all agreements and is part of the “Combined Contract Schedules”.**

- i. This agreement is subject to the 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”. The full details of the Ordinance 111478 C.M.S. can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm>.
- ii. Prior to execution of this agreement and/or upon request the contractor shall complete the Schedule P form and submit to the City. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (*see Combined Schedules*)

**14. Schedule Q - (Insurance Requirements) - Applies to all agreements and is a “stand alone Schedule”, and evidence of insurance must be provided.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule Q Insurance Requirements. Unless a written waiver is obtained from the City’s Risk Manager, Contractors must provide the insurance as found at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> Schedule Q.
- ii. A copy of the requirements are attached and incorporated herein by reference. Liability insurance shall be provided in accordance with the requirements specified.

- iii. When providing the insurance, include the Project Name and Project Number on the ACORD form in the section marked Description of Operations/Locations.
- iv. When providing the insurance, the “Certificate Holder” should be listed as: City of Oakland, Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612.

**15. Schedule R – (Subcontractor, Supplier, Trucking Listing) – applies to Construction agreements only and is a “stand alone Schedule”.**

- i. This Agreement is subject to the attached hereto and incorporated herein as Schedule R form. The form can also be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.
- ii. For establishing level of certified local Oakland for profit and not for profit participation and calculating compliance with council’s 50% local participation policy.
- iii. In response to this Notice Inviting Bids (NIB) opportunity, the prime shall be a qualified for profit or not-for profit entity.
- iv. 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 and all trucking and dollar amount 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 all truckers regardless of tier and dollar amount shall be deemed non-responsive.
- v. Identify if contractors are certified MBE, WBE, Local Business Enterprises (LBE) and Small Local Business Enterprise (SLBE), Locally Produced Goods or Very Small Local Business Enterprise.

**16. Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action) - Applies to all agreements is part of the “Combined Contract Schedules”.**

This Agreement is subject to the Schedule V - Affidavit of Non-Disciplinary or Investigatory Action. The form can be found on our website at <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm> (see Combined Schedules)

**PLEASE NOTE:** *By submitting an RFP/Q, NIB or Grants to the City Of Oakland the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document.*

