



**City of Oakland**

Sabrina B. Landreth, City Administrator

**REQUEST FOR QUALIFICATIONS**

**for**

**ON-CALL  
SEWER CLEANING SERVICES  
2016-19**

**Public Works Department (OPW)**

Bureau of Infrastructure and Operations

Infrastructure Maintenance Division

Sewer Maintenance Section

7101 Edgewater Dr., Building 4, Oakland, CA 94621

Telephone: (510) 615-5513

Project Manager: Will Crowder

**November 2015**



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# I. Project Information

## **REQUEST FOR QUALIFICATIONS (RFQ) NOTICE FOR ON-CALL SEWER CLEANING SERVICES FY 2016-19**

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The City of Oakland (City) seeks Statement of Qualifications (SOQ) from licensed contractors interested in providing on-call services to clean and/or televise (CCTV) sanitary sewer mains and appurtenant structures in City streets, backyard easements and/or right-of-ways. Services are needed for both small-diameter and specialized large-diameter pipe cleaning. It is preferable, but not required, that the contractor or its team be capable of providing both cleaning and televising services. The City anticipates awarding up to three contracts for a three year term at \$1,500,000 each contract.

**License Required:** A or C-42

**Contract Value and Term:** \$1,500,000 for three years

**Certified Local Business Requirement:** Waived.

**Self Performance Requirement:** 50%

**Local Trucking Requirement:** None

**Bonds:** Bid Security not required. Performance and Payment bonds will be required at time of project assignments for task orders exceeding \$25,000. The contractor **MUST** provide with their submittal a notarized letter from a corporate surety confirming the contractor's bonding limit.

**Pre-Submittal Meeting:** None.

**Deadline for Questions:** 2:00 PM, November 23, 2015 by email to the OPW Project Manager's designee. It is the Consultant's responsibility to ensure that the email has been received. Responses will be issued no later than 2:00 PM, November 30, 2015.

**Submittal Deadline:** 2:00 PM, December 3, 2015. Submittals not received by the Reception Desk for the Public Works Department, 250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612 by the deadline will be returned unopened.

**Contact Information:**

OPW Project Manager: Lorenzo Smith at [lsmith2@oaklandnet.com](mailto:lsmith2@oaklandnet.com) or (510) 615-5431

OPW Project Manager Designee: Will Crowder at [wcrowder@oaklandnet.com](mailto:wcrowder@oaklandnet.com) or (510) 615-5513

OPW Contract Services: Calvin Hao at [chao@oaklandnet.com](mailto:chao@oaklandnet.com) or (510) 238-7395

Contract Compliance Officer: Vivian Inman at [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com) or (510) 238-6261

**RFQ Documents:** RFQ documents and Addenda are available digitally only and provided free of charge through two websites listed below. Separate Plan Holder lists are maintained by each site. The Summary of Submittals Received is posted only to CIPLIST.com.

1. iSupplier: Email [iSupplier@oaklandnet.com](mailto:iSupplier@oaklandnet.com) with any questions.  
<http://www2.oaklandnet.com/Government/o/CP/s/ContractingPurchasingOpportunities/index.htm>
2. CIPLIST.com: <http://ciplist.com/plans/?Oakland/city/9392>.

**SB 854** changes the law governing compliance with prevailing wages and implements a mandatory contractor registration program applicable to ALL contractors and subcontractors.

1. No contractor or subcontractor, including truckers, may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
4. The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by DIR's Compliance Monitoring Unit.)
5. For more information about SB 854, refer to "Policies and Programs" section.

**Important Disclaimers and AB 2036 Compliance:**

It is the responsibility of each prospective bidder to download and print all bid documents, including any addenda, and to verify the completeness of their printed bid documents before submitting a bid. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective bidder's responsibility to check these sites through to the close of bids for any applicable addenda or updates.

**LaTonda Simmons, City Clerk and Clerk of the City Council**

Publication date: November 3, 2015

## INTRODUCTION

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Statements of Qualifications are requested from qualified contractors that can provide on-call sewer cleaning services. The Sewer Maintenance Section of Oakland Public Works is responsible for performing preventive maintenance to over 920 miles of sewer main, ranging from six inches to over 66 inches in diameter. Preventive maintenance consists of closed circuit television (CCTV) inspections, cleaning and performance of minor repairs.

The City intends to establish multiple contracts for small-diameter and specialized large-diameter pipe cleaning on an on-call, backup basis. A prime contractor will only be considered for one contract.

## SCOPE OF SERVICES

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Contractors will be assigned task orders by the Operations Manager or his designee(s) on an as-needed/on-call basis to provide sewer cleaning and/or televising. The contractor will be expected to begin work within three to five working days upon task order assignment. The contractor will be responsible for obtaining the necessary obstruction and traffic permits required to perform cleaning and televising work.

### Cleaning:

- The contractor may specialize in small diameter pipes ranging from 4" to 24".
- The contractor may specialize in large diameter pipes ranging from 27" to 81".
- A firm need not be capable of cleaning both small and large pipes in order to qualify for a contract. Separate contracts may be awarded.
- It is preferable, but not required, that the contractor or its team be capable of providing both cleaning and televising services.
- Firms performing large-diameter cleaning will haul sewage debris to the City's corporation yard on Edgewater Dr. City staff will haul debris to a final destination.
- Cleaning work includes, but is not limited to, hydro-flushing, rodding, or by other means as identified in task orders.
- Contractor must own and operate jetting/hydro-flushing equipment with flushing capacity of 2,000psi or greater.
- Contractor must own and operate bucketing and scraping equipment specifically sized for pipes to be cleaned.
- Contractor must own and operate balling equipment to remove sand and other heavy materials from trunk, transmission, and outfall lines.

**Televising:**

- Contractor must own and operate closed circuit television equipment and vans to inspect lines, identifying trouble spots, such as cracked or broken tiles, offset joints and blockages.
- Contractor has capacity to collect, store, and to import and export CCTV data files and video files.
- Contractor shall have CCTV operators who are certified through NASSCO Pipeline Assessment and Certified Program (PACP).

**PROJECTS AND TASK ORDERS**

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The work scope for individual project assignments will be issued as “task orders” as the need arises. The City will assign task orders on a rotating basis to the extent practicable, taking into consideration remaining contract capacity, contractor’s availability or workload, and other factors. See Appendices for sample Task Order that incorporates project scope, contractor quote and schedule.

## **II. General Information**

### **1. Pre-Submittal Meeting Information**

The attendance requirement is stated in the *Notice To Bidders* (NTB) of the project specifications and the legal ad in the Oakland Tribune newspaper. **Prime Contractors who fail to attend a MANDATORY pre-bid meeting are disqualified from submitting a bid, proposal or SOQ.** Depending upon the nature of the project, topics discussed at the meeting may include, but are not limited to, general project information, compliance requirements for programs such as the City’s Local/Small Local Business Enterprise Program, Disadvantaged Business Enterprise provisions, or supplemental HUD funding provisions, the Local Employment Program, the Oakland Apprenticeship Workforce Development Partnership System, Prompt Payment Ordinance, minimum wage ordinance, living wage ordinance and prevailing wages.

### **2. RFQ Documents and Addenda**

**RFQ documents** and **Addenda** are available in digital format only and provided free of charge through two websites listed below. Hard copies are NOT available for purchase from the City. Courtesy notifications of newly advertised contracting opportunities with the Oakland Public Works Department are emailed only to vendors properly registered with either portal listed below.



a. **iSupplier System** (City's official site):

<http://www2.oaklandnet.com/Government/o/CP/s/ContractingPurchasingOpportunities/index.htm>

Registration in iSupplier, the City's payment and procurement system, is required in order to receive a contract, payments and notifications of contracting opportunities. New registrants can email [iSupplier@oaklandnet.com](mailto:iSupplier@oaklandnet.com) for registration instructions. Allow three working days for approval to access bid documents through iSupplier. Without proper registration, your firm may not be receiving notifications from iSupplier regarding contracting opportunities. We recommend updating your firm's primary email contact regularly and confirming the "Products and Services" section of your profile is correctly filled out. For further information, refer to the following link for detailed iSupplier registration instructions.

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak039337.pdf>

The iSupplier system assigns a unique "Request for Quotation" tracking/reference number and a three page introductory document to each contracting opportunity (construction bid or RFP). These front-end documents are for reference only and need not be submitted at any time. CIPLIST.com does not assign any such tracking number and as such, bid or proposal documents downloaded from CIPLIST.com will not include this iSupplier document.

b. **CIPLIST.com** (an alternate third-party site)

<http://ciplist.com/plans/?Oakland/city/9392>.

New registrants can register independently on the site for immediate access.

c. Separate **Plan Holder lists** are maintained by each site.

### 3. **Bid Schedules**

- a. Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item and shall be full compensation, including all applicable taxes, for furnishing all labor, materials, water, tools, and equipment and for doing all the work involved in furnishing and installing the separate items in place as specified herein.
- b. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (i) or (ii), as follows:

- i. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- ii. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.
- c. If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.
- d. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.
- e. The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the work. The decision of the City respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

#### **4. Bid Alternates**

Whenever Bid Alternates are included in a bid, the Notice to Bidders shall specify which of the following methods will be used to determine the lowest bid. If no method is identified in the NTB, only method "a." may be used. (ref. Public Contract Code §20103.8)

- a. The lowest base bid price, without consideration of any alternates;
- b. The lowest base bid price, plus selected Bid Alternates specifically identified in the NTB as being used for the purpose of determining the lowest bid price;
- c. The lowest base bid price, plus selected Bid Alternates, that when taken in the order from a specifically identified list of those items in the NTB and added to, or subtracted from, the base bid, are less than or equal to a funding amount publicly disclosed by the City before the first bid is opened.

The City is not precluded from adding to or deducting from the contract any of the alternate bid items after the lowest responsible bidder has been determined.

## 5. **Self-Performance**

If the NTB indicates a **Self-Performance** requirement for this project, the values provided in Schedule R will be used in the calculation. The following calculation will be used to determine compliance. (Special Provisions Section 2-3.2)

$$\text{Self-Performance \%} = \frac{(\text{Contract Price} - \text{Total Subcontracted Cost})}{\text{Contract Price}}$$

- **Contract Price** is defined as the total Base Bid Price, plus any selected bid alternates.
- **Total Subcontracted Cost** includes all subcontractor bids for the Base Bid and any selected bid alternates, excluding any Specialty Items. This cost excludes the prime bidder's supplier costs and trucking bids.

## 6. **Bid Security**

*Not required for this RFQ.*

## 7. **Addenda Acknowledgement**

Failure of bidder to acknowledge all addenda in the Contractor's Bid form, if any are issued, may result in the SOQ being deemed nonresponsive.

## 8. **Rejection of SOQ**

The RFQ does not commit the City to award an agreement or to pay any cost incurred in the preparation of the SOQ. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFQ and/or process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFQ without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to waive any defects as to form or content of the RFQ or any responses by any consultant teams and to request and obtain additional information from any candidate submitting a proposal. **Furthermore, a SOQ RISKS BEING REJECTED for any of the following reasons:**

- received after designated time and date.

- received at other than the designated location.
- not in compliance with the City of Oakland Local/Small Local Business Enterprise Program.
- not containing the required elements or exhibits, or not organized in the required format.
- containing excess or extraneous material not called for in the RFQ.
- considered not fully responsive to this RFQ.

The City reserves the right, in their sole discretion, to reject any and all bids, to elect not to award a contract under this NTB, to revise and re-issue plans and specifications in a new call for bids, or to award a contract on the open market if no valid bids are received in response to this NTB. The foregoing options are separate and distinct and may be exercised by the City independently.

## 9. Protest

As per Special Provisions Section 2-1.8.1, any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within **five (5) working days** of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the Bid Protest Deadline is 3:00 p.m. the following Thursday. The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder, but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner ("Response Deadline"). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.

- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by OPW Contract Services department which shall, within 48 hours of receiving a protest from the City Clerk's office, will acknowledge receipt of protest in writing to the protesting bidder. As appropriate, the City Clerk, the Project Manager, the Contract Compliance Officer, and/or the City Attorney will be consulted to resolve the protest.
- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the OPW Contract Services department on behalf of the City.
- i. The City may not award the contract pending the City's determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department, or the designee.

#### **10. Contract Execution**

The contract shall be signed by the successful bidder and returned together with the supporting certifications, contract bonds and appropriate insurance documents within 20 working days after receipt of such contract. If the bidder fails or refuses to enter into the contract to do the work, or fails to provide the signed contract, supporting certifications, contract bonds or appropriate insurance documents, the contract offer may be subject to rescission.

#### **11. Sample Construction Contract for Public Works Construction**

Contractors are advised to familiarize themselves with the contract boilerplate included in Section C. The City is not inclined to make any changes to the contract language.

#### **12. Performance and Payment Bonds**

Bid, Performance and Payment bonds are not required with the SOQ. Performance and Payment bonds will be required at time of project assignments for task orders exceeding \$25,000. The contractor MUST provide with their submittal a notarized letter from a

corporate surety confirming the contractor's bonding limit. Sample bond forms are included for reference with the sample construction contract in Section C.

### **13. Insurance Requirements**

The contractor will be required to provide proof of all insurance required for the work prior to execution of the contract. Refer to *Schedule Q*, Section 2.0 in the Appendix for coverage requirements.

### **14. Business Tax Certificate**

The contractor awarded this contract shall obtain or provide proof of having a current City of Oakland Business Tax Certificate prior to contract execution.

### **15. Public Records Act or Sunshine Ordinance**

All submittals become the property of the City. Contractors are instructed to label individual pages as "confidential" or "proprietary" information to indicate the desire to withhold financial and proprietary information. A document labeled "confidential" or "proprietary" information may still be 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 interest whether or not to disclose "confidential" or "proprietary" information.

Responses to the Prequalification Questionnaire and financial statements shall not be public records nor open to public inspection. However, records of the names of contractors applying for prequalification status shall be public records subject to disclosure under the Public Records Act.

### **16. Post-Award Meetings**

The City may hold a post-award meeting to familiarize the contractors with project contract compliance requirements. Post award meetings are most advantageous to contractors that wish to become more familiar with these programs and may also be held upon request of the contractor throughout the life of the project. Upon request, the City shall hold a meeting within ten (10) business days. Attendance at a post-award meeting will contribute to the contractor's ability to comply with project policies. To the extent allowable by law, the meeting will be open to stakeholders.

- a) The post-award meeting will include instructions on when and how to prepare and submit forms that may include, but may not be limited to, the following:
  - Electronic Certified Payroll Reports
  - Anticipated Project Workforce
  - Apprenticeship Utilization Plan
  - Progress Payments
  - Job Request and Referral Form
  - Quarterly Wage & Withholding Reports (DE-6)

- b) A post-award meeting should also provide, when possible, information to support the contractors' success, and may include information about the following:
- Prevailing wages
  - Certification Application
  - Work Opportunity and Welfare-to-Work Tax Credit
  - Construction & Demolition Debris Waste Reduction and Recycling Plan. Refer to Section 4-1.1.3 of the Special Provisions for more information.

### III. POLICIES AND PROGRAMS

**Please carefully review all the terms and conditions described below and elsewhere in these specifications. The City will award contracts only to firms that are in full compliance.**

#### 1. **Prevailing Wage Rates**

The City has adopted State of California Prevailing Wage rates for its public works projects over \$1,000.00 as per Section 7-2.2 of the Public Works Department Special Provisions.

This project is subject to Sections 1770-1781, 1813 and 1815 of the State of California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. The City shall provide upon request copies of the prevailing rate of per diem wages to be paid to all applicable workers. The City shall make available prevailing wage rate determinations to all interested parties upon reasonable request during normal business hours. Additionally, the contractor shall have a copy of the prevailing wage determinations posted in a conspicuous place at each job site. Prevailing wage information may also be obtained via the internet at: [www.dir.ca.gov](http://www.dir.ca.gov).

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor shall have provided to the City, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The City shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required compliance monitoring documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified by the City, the City may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

#### 2. **Minimum Wage Ordinance**

The City's Minimum Wage Ordinance went into effect on March 2, 2015 pursuant to the

Oakland Municipal Ordinance Code Chapter 5.92. The Ordinance establishes a \$12.25 per hour minimum wage rate, requires paid sick leave, and requires payment of service charges to hospitality workers.

Employers located in Oakland are subject to federal, state and local minimum wage laws. In the event of conflicting requirements Oakland employers must follow the stricter requirement by paying the higher rate. Since Oakland's ordinance requires a higher minimum wage rate than do state and federal laws, all employers that have employees who perform work in Oakland who are subject to the laws must pay at least the City's minimum wage rate. For further information, please refer to:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

### 3. **SB 854**

**IMPORTANT INFORMATION! SB 854, a budget trailer bill that was signed into law on June 20, 2014 made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.**

Information may be found at the website listed below:

<http://www.dir.ca.gov/public-works/publicworks.html>

- All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.
- Only registered contractors or subcontractors may be listed on a bid proposal for a public works project.
- No contractor or subcontractor may work on a public works project unless registered with DIR.
- Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), the City is prohibited from accepting a bid or entering into a contract for public work with an unregistered contractor.

### 4. **Definitions and Abbreviations**

Refer to Section 1-2 and 1-3 of the Special Provisions.

### 5. **Nondiscrimination/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 contract, the contractor agrees as follows:

- a. The contractor and its subcontractors 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. The contractor and its subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of the 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. If applicable, the contractor will send to each labor union or representative of workers with whom the contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. All affirmative action efforts of contractors are subject to tracking by the City. The information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors who will perform City contracts, including the race and gender of each employee and/or subcontractor and his or her job title or function and the methodology used by the contractor to hire and/or contract with the individual or entity in question.
  - e. In the recruitment of subcontractors, the City 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 minority and women-owned business 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.
  - f. The City will immediately report evidence or instances of apparent discrimination in City 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.

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

*This section has been edited and applies only to Construction contracts. The full program document is available at:*

[www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak029719.pdf](http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak029719.pdf)

- ~~a. *Requirement* – There is a 50% minimum participation requirement for all construction contracts at or over \$100,000 and all purchases of commodities, goods and associated services over \$50,000. The contractor's and subcontractor's status as an Oakland certified local or small local business enterprise are taken into account in the calculation.~~
- ~~— 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 contractor with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.~~
- ~~— There is also a 50% L/SLBE trucking participation requirement to enhance the participation of locally based trucking firms in city funded public works projects. In the case of construction projects where trucking is warranted, 50% of the total trucking dollars must be allotted to certified (Oakland) Local Truckers. The City will identify in bid specifications when the 50% local trucking requirement is applicable. It is important to note that failure to comply with the 50% trucking requirement will result in a non-responsive bid. **The 50% L/SLBE participation requirement is waived for this project. All work is considered specialty work. Please contact the Compliance Officer regarding applicability of the 50% Local Employment Program (LEP) and 15% Apprenticeship Programs described below.**~~
- b. *Requirement* – For Construction Services, 50% Local Employment Program (LEP): For any construction contract or development agreement with the City this policy establishes a goal for Oakland-resident employment on public works projects (as such projects are defined in this policy). Specifically, for work performed at the construction site, this policy establishes a goal of 50% of the work hours, which must be performed by Oakland residents on a craft-by-craft basis. In addition, a minimum of 50% of all new hires on the project (on a craft-by-craft basis) must be Oakland residents, and the first new hire must be an Oakland resident. A contractor or developer must achieve the goals or secure an exemption from the City.
- c. Oakland's Local Employment Program applies to this contract. This program requires contractors to hire local residents for public works contracts.
- d. *Requirement* – For Construction Services, 15% Apprenticeship Program: Oakland's Apprenticeship Program applies to this contract. This program requires contractors to provide employment to Oakland apprentices equal to 15% of the total project work hours on a craft-by-craft basis, or demonstrate through good faith efforts that at the time of the contract there were insufficient Oakland apprentices available to perform contracted work on a craft-by-craft basis equal to fifteen percent (15%) of the total hours. Contractors will have either provided employment to Oakland apprentices equal to 15% of project hours on a craft-by-craft basis or secured

waiver(s) from the City. Specific details of the L/SLBE, LEP and Apprenticeship Program are addressed in the Local and Small Business Program.

- e. *Requirement* – For Construction Services, Prevailing Wages - City of Oakland contracts for public works of improvement (construction) are subject to all California Labor laws, including, but not limited to, prevailing wage and apprentice wage laws. The City has adopted State of California Prevailing Wage rates for their construction projects. City Council Resolution No. 57103 C.M.S., passed March 28, 1978, covering this matter is available for inspection at the Office of the City Clerk, One Frank H. Ogawa Plaza Oakland, CA 94612. The California Department of Industrial Relations (DIR), Divisions of Labor Statistics and Research, annually determines prevailing wages and may be found at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).
- f. *Requirement* – For Construction Services, contractors are required to submit weekly certified payroll documents five days after each pay period to the City and will be monitored/audited for compliance. The City will investigate discrepancies in the audit as well as prevailing wage claims, and may request further documentation or proof of compliance. In the event that the City determines that Contractor has failed to pay any of its employees in accordance with the appropriate prevailing wage rate, findings will be reported to the Department of Labor and/or the difference between the amount paid and amount owed for prevailing wages from any amount owed contractor will be withheld until such time as the payment dispute is fully and finally resolved.
- g. *Requirement* – For Construction Services, Electronic Payroll Submittals - The prime contractor and all subcontractors must submit all certified payrolls via the LCPtracker System, in accordance with the City of Oakland's Local and Small Local Business Enterprise Program. The monthly service charge for Prime contractors is \$160.00 per month for contracts less than 5 million dollars and \$320.00 for contracts greater than 5 million dollars; subcontractors will not be charged for this service.
- h. Bid Discounts - For Construction Services, firms earn 2% a bid discount for satisfying the 50% L/SLBE (25% LBE and 25% SLBE or 50% SLBE) participation requirement. Firms earn a 3% discount for achieving 60% L/SLBE (30% LBE and 30% SLBE or 60% SLBE) participation. Firms earn a 4% bid discount for achieving 70% L/SLBE (35% LBE and 35% SLBE or 70% SLBE) participation. Firms earn a 5% bid discount for achieving 80% L/SLBE (40% LBE and 40% SLBE or 80% SLBE) participation.
- i. For Construction and Professional Services, in those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- j. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime contractor must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each

L/SLBE sub contractor and submitted to the Office of the City Administrator, Contracts and Compliance Unit, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612, along with a *copy* of the final progress payment application.

- k. Joint Venture and Mentor Protégé Agreements. If a prime contractor 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, Department of Contracts and Compliance, 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.
- l. 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 R, Subcontractor, Supplier and Trucker Listing attached and incorporated herein and made a part of this Agreement.
- m. 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.
- n. In the recruitment of subcontractors, 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-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.

## **7. Prompt Payment Ordinance - OMC Section 2.06.070**

- a. This Ordinance requires that 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 specific exemptions apply, or unless the contractor or its subcontractors notify the City’s Prompt Payment Liaison in writing within five (5) business days that there is a bona fide dispute between the contractor or its subcontractor and claimant. In this case the contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

- b. Disputed payments are subject to investigation by the Liaison upon the filing of a compliant. The 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 the contractor or its subcontractor fails or refuses to deposit security, the Liaison will withhold an amount sufficient to cover the claim from the next contractor progress payment. Upon a determination that an undisputed invoice or payment is late, the Liaison will release security deposits or withholds directly to claimants for valid claims.
- c. The 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. The contractor and its subcontractors shall be required to 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, the 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, the contractor and its subcontractors 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.
- d. The contractor and its subcontractors shall include the same or similar provisions as those set forth above in any contract with a subcontractor that delivers goods and/or services in connection with a City of Oakland contract. 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. Violation of Federal, State, City Laws, Programs or Policies**

The City may, in their sole discretion, consider violations of any programs and policies described or referenced in this document 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/or take any other action or invoke any other remedy available under law or equity.

#### **9. Conflict of Interest/Confidentiality/City-Contractor Relationship**

The contractor shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. The contractor specifically agrees to the following:

- a. The contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work requested by the Notice to Bidders. Without limitation, the contractor

- represents to and agrees with the City that no conflict of interest is created between performing the work hereunder and any interest Contractor may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.
- b. The contractor understands and agrees to successfully perform the work requested by the Notice to Bidders. In addition, every communication between the contractor and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the contractor, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.
- c. 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 subcontractor 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 requests for proposals/qualifications, feasibility studies, master plans or preliminary discussions or negotiations.

**With exception of Schedules O and R**, all other Schedules referenced below will be provided and required during the contract execution process as they are not required at this time. These Schedules, policies, programs, and ordinances referenced in this section are available at: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

#### **10. Arizona and Arizona-Based Businesses - Schedule B-1**

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

The contractor acknowledges its duty to notify The Office of the City Administrator, Contracts and Compliance Unit if it 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 contract.

**11. Declaration of Compliance With the Americans With Disabilities Act – Schedule C-1**

The 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 this schedule.

**12. Ownership, Ethnicity and Gender Questionnaire – Schedule D**

The contractor shall submit information concerning the ownership and workforce composition of its firm.

**13. Pending Dispute Disclosure Policy - Schedule K**

All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving:

- 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.

The disclosure requirement applies to pending disputes on other City 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.

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.

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.

**14. Contractor Performance Evaluation – Schedule L-2**

At the end of the project, the City Project Manager will evaluate the consultant's performance in accordance with the Consultant Performance Evaluation form.

**15. Living Wage Ordinance – Schedule N**

*Not applicable to this RFQ.*

**16. Equal Benefits Ordinance - Schedule N-1**

This contract is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires completion of Schedule N-1 and submittal of applicable employee benefits policies in order for compliance to be certified.

[http://library.municode.com/HTML/16308/level2/TIT2ADPE\\_CH2.32EQBEOR.html#TOPTITLE](http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE)

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 between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. The requirements of this chapter shall not apply to subcontracts or subcontractors.

The following contractors are subject to the Ordinance:

- Entities which enter into a contract in an amount of twenty-five thousand dollars (\$25,000.00) or more for public works improvements, 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:

- within the City; or
- 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; or
- elsewhere in the United States where work related to a City contract is being performed.



**17. City of Oakland Campaign Contribution Limits – Schedule O**

The Oakland Campaign Reform Act (“Act”), Oakland Municipal Code Section 3.12, prohibits contractors doing business or seeking to do business with the City of Oakland or the Oakland Unified School District from making campaign contributions to Oakland candidates between commencement of negotiations and 180 days after completion or termination of contract negotiations. Contractors seeking to do business with the City of Oakland are required to complete and submit the Campaign Contribution Limits form at the time of submittal of a bid, proposal, qualification or contract amendment.

Contracts shall not be awarded to any contractors who have not signed this form. Filing a false acknowledgement shall subject the contractor to criminal and civil enforcement provisions contained in the Act. The Oakland Public Ethics Commission is charged with enforcing the provisions of the Act.

**18. Nuclear Free Zone Disclosure - Schedule P**

The contractor shall complete this schedule to represent that the contractor is in compliance with the City of Oakland’s restrictions on doing business with service providers considered nuclear weapons makers.

**19. Subcontractor, Supplier, Trucking Listing – Schedule R**

Bidders must list ALL subcontractors and suppliers with subcontract dollar values greater than one half of one percent (0.5%) of the prime contractor’s total bid, or in the case of street, highway and bridge projects, one half of one percent (0.5%) of the prime contractor’s total bid or \$10,000, whichever is greater. If the NTB requires local trucking, bidders must list ALL trucking regardless of tier and dollar amount.

Failure to list ALL applicable subcontractors, suppliers and truckers, or to provide ALL applicable information on the Schedule, or to submit this mandatory form with the Bid, will deem your Bid nonresponsive. This Schedule will be made a part of the contract. No changes may be made to this Schedule without approval of the City.

***L/SLBE Program:*** This Schedule will be used to calculate participation by Oakland-certified businesses for compliance with the L/SLBE Program. Businesses must have a current certification at time of bid in order to receive L/SLBE credit. It is highly recommended that primes verify the LBE/ SLBE status of their subcontractors prior to bid submittal.

***Contractor’s License Number:*** Bidders must list the Contractor’s State License Number for each subcontractor. An inadvertent error in listing the California contractor’s license number shall not be grounds for filing a bid protest or considering the bid nonresponsive if the corrected contractor’s license number is submitted to the City Clerk’s office by the prime contractor within 24 hours after the bid opening, and provided the corrected contractor’s license number corresponds to the submitted name and location for that subcontractor.

**SB 854:** In accordance with the new DIR contractor registration requirement, all contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. **Only registered contractors or subcontractors may be listed on a bid proposal for a public works project.** No contractor or subcontractor may work on a public works project unless registered with DIR. **Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), the City is prohibited from accepting a bid or entering into a contract for public work with an unregistered contractor.**

**20. Compliance Commitment Agreement – Schedule U**

The Contractor shall comply with the L/SLBE program.

**21. Affidavit of Non-Disciplinary or Investigatory Action – Schedule V**

The Contractor shall certify that no disciplinary or investigatory action has been taken against its firm by the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, or Office of Federal Contract Compliance Programs.

## **IV. Submittal Instructions**

**A. General Information**

1. Qualified prime contractors shall submit five (5) copies of the Statement of Qualifications (SOQ) by 2:00 PM, December 3, 2015 delivered to the attention of:

Calvin Hao  
OPW-Contract Services  
250 Frank H. Ogawa Plaza, Suite 4314  
Oakland, CA 94612

2. The City anticipates awarding a maximum of three (3) contracts at \$1,500,000 each contract. The contract duration will be three (3) years.
3. No minimum amount of work is guaranteed under the contract.

**B. Submittal Format**

1. Transmittal Letter
  - a. Address letter to Mr. Lorenzo Smith, Bureau of Infrastructure and Operations, Infrastructure Maintenance Division.
  - b. Letter shall be signed by an officer of the prime contractor. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Project Team (Suggested Limit - 2 pages)

- a. The contractor shall possess a valid "A" or "C-42" license issued by the State of California. **License must be active and in good standing at the time of submittal. Provide a photocopy of the license.**
- b. Although no work has been assigned yet, the prime contractor shall indicate their proposed team on **Schedule R** to handle the various types of work described in this RFQ. Important: the Project Team should reflect compliance with the City's Local and Small Local Business Enterprise Program (LBE/SLBE), and a true intent to utilize the listed subcontractors. **The City encourages all interested contractors to submit their proposals even if they may not meet the 50% LBE/SLBE program requirement.**
- c. Submit a copy of a current City of Oakland business license. This is a condition of receiving a contract but may be submitted at a later date if one is not available now.

3. Documents due with Submittal

The forms listed in this section can be found in the Appendix section, except Addenda, if any.

- ☐ Contractor Information
- ☐ Prequalification Questionnaire
- ☐ Surety letter regarding bonding capacity (see Part I of questionnaire)
- ☐ Schedule O Campaign Contribution Limits
- ☐ Schedule R Subcontractor, Supplier, Trucking Listing
- ☐ Bid Price Form **(IN SEPARATE SEALED ENVELOPE)**

## V. Selection Process

### REVIEW OF SOQS

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The SOQs will be evaluated using the following criteria and scored as described below. The City has allocated two (2) weeks for the review and scoring of the SOQs. A total of 129 points, not including preference points, are possible. A minimum of 95 points are required for a passing score.

- ☐ BUSINESS AND ORGANIZATIONAL EXPERIENCE; LICENSES; DISPUTES; CRIMINAL MATTERS AND SUITS..... (76 points max)
- ☐ COMPLIANCE WITH SAFETY, WORKERS COMPENSATION, PREVAILING WAGE AND APPRENTICESHIP LAWS ..... (53 points max)

- ☐ ADDITIONAL PREFERENCE POINTS PER LOCAL/SMALL LOCAL BUSINESS ENTERPRISE PROGRAM ..... (5 points max)  
<http://www2.oaklandnet.com/oakca/groups/contracting/documents/form/oak029719.pdf>

The sealed Bid Prices are not part of the scoring process but will be considered during negotiations if the firm is shortlisted.

## **INTERVIEW PROCESS**

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The City reserves the right to select contractors based solely on the SOQs, and not conduct oral interviews.

If needed, oral interviews may be held with short-listed firms. The short-listed firms will be notified in writing whether interviews will be held and provided with information on the interview format.

## **CONTRACT NEGOTIATIONS AND AWARD**

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Upon completion of the evaluation process, the SOQs will be numerically ranked and the City will determine the actual number of contracts to be awarded. It is the City's intent to establish multiple on-call contracts. The contractors ranked the highest will be invited to participate in contract negotiations. The City may require the contractor to submit technical information or other revisions to the contractor's qualifications as may result from negotiations. Should the City and the 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 at the City's sole discretion.

Upon successful completion of the negotiations and authorization from the City Council, the City Administrator will award the contract to the selected contractors. A sample construction contract, insurance requirements and bonding requirements are included in this RFQ. The selected contractor will be required to enter into a contract that contains terms and conditions as presented in the sample contract. Please note that the City Attorney's Office is typically not inclined to make any modifications to the standard terms and provisions.

Once a final award is made, all RFQ responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary". 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. 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.

The selected contractor and its sub-contractors will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the contractor and its sub-contractors may be required to undergo an evaluation to demonstrate that the contractor uses recognized accounting and financial procedures.

**END OF RFQ**

## **VI. Appendices – see following pages**



## **APPENDIX A**

### **Documents Required With Submittal**

- ☐ Contractor Information
- ☐ Prequalification Questionnaire
- ☐ Surety letter regarding bonding capacity (see Part I of questionnaire)
- ☐ Schedule O Campaign Contribution Limits
- ☐ Schedule R Subcontractor, Supplier, Trucking Listing
- ☐ Bid Price Form **(SUBMIT IN SEPARATE SEALED ENVELOPE)**





## CONTRACTOR INFORMATION

CONTRACTOR'S BUSINESS NAME \_\_\_\_\_

☐ CORPORATION    ☐ PARTNERSHIP    ☐ SOLE PROPRIETOR    ☐ JOINT VENTURE

BUSINESS ADDRESS \_\_\_\_\_

*(Provide full street address even if P.O. Box used)*

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

CONTRACTOR'S EMAIL ADDRESS: \_\_\_\_\_

CONTRACTOR'S STATE LICENSE NO: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_ EXPIRATION: \_\_\_\_\_

OAKLAND BUSINESS LICENSE NO: \_\_\_\_\_ DIR REGISTRATION NO.: \_\_\_\_\_



## PREQUALIFICATION QUESTIONNAIRE

### PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**Contractor will be immediately disqualified if the answer to any of questions 1 through 4 is “no.”<sup>1</sup>**

**Contractor will be immediately disqualified if the answer to any of questions 5, 6, 7 or 8 is “yes.”<sup>2</sup> If the answer to question 7 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.**

1. Contractor possesses a valid and current California Contractor’s license and DIR Registration number for the project or projects for which it intends to submit a bid.  
☐ Yes      ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate.  
☐ Yes      ☐ No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.  
☐ Yes      ☐ No  
☐ Contractor is exempt from this requirement, because it has no employees
4. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?<sup>3</sup>

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<sup>1</sup> A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

<sup>2</sup> A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

<sup>3</sup> An additional notarized statement from the surety may be requested by the City of Oakland at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

☐ Yes      ☐ No

**NOTE: Notarized statement must be from the surety company, not an agent or broker.**

5. Has your contractor's license been revoked at any time in the last five years?  
☐ Yes      ☐ No
6. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?  
☐ Yes      ☐ No
7. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?  
☐ Yes      ☐ No  
 If the answer is "Yes," state the beginning and ending dates of the period of debarment:  
 \_\_\_\_\_
8. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?  
☐ Yes      ☐ No

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

**A. Current Organization and Structure of the Business**

**For Firms That Are Corporations:**

- 1a. Date incorporated : \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership


- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Firm	Dates of Person's Participation with Firm

**For Firms That Are Partnerships:**

- 1a. Date of formation: \_\_\_\_\_
- 1b. Under the laws of what state: \_\_\_\_\_
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

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**For Firms That Are Sole Proprietorships:**

- 1a. Date of commencement of business. \_\_\_\_\_
- 1b. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.  
**NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.**

Person's Name	Construction Company	Dates of Person's Participation with Company

**For Firms That Intend to Make a Bid as Part of a Joint Venture:**

- 1a. Date of commencement of joint venture. \_\_\_\_\_
- 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

**B. History of the Business and Organizational Performance**

2. Has there been any change in ownership of the firm at any time during the last three years?

**NOTE: A corporation whose shares are publicly traded is not required to answer this question.**

☐ Yes      ☐ No

If “yes,” explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

**NOTE: Include information about other firms if one firm owns 50 per cent or more of**

**another, or if an owner, partner, or officer of your firm holds a similar position in another firm.**

☐ Yes ☐ No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.

**NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.**

☐ Yes ☐ No

If "yes," explain on a separate signed page.

5. NOT USED.

6. How many years has your organization been in business in California as a contractor under your present business name and license number? \_\_\_\_\_ years

7. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

### C. Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

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10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

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11. Has your firm changed names or license number in the past five years?  
☐ Yes ☐ No  
If "yes," explain on a separate signed page, including the reason for the change.
12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?  
☐ Yes ☐ No  
If "yes," explain on a separate signed page, including the reason for the change.
13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?  
☐ Yes ☐ No  
If "yes," please explain on a separate signed sheet.

#### D. Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?  
☐ Yes ☐ No  
If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?  
**NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.**  
☐ Yes ☐ No  
If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.
16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?  
☐ Yes ☐ No



If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

\* \* \* \* \*

**NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.**

17. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration**?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and **filed that claim in court or arbitration**?

☐ Yes ☐ No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

\* \* \* \* \*

19. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

#### **E. Criminal Matters and Related Civil Suits**

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

#### **F. Bonding**

24. NOT USED.

25. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

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26. NOT USED.

27. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

**G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety**

28. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

**NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.**

☐ Yes ☐ No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

**NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.**

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

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32. List your firm’s Experience Modification Rate (EMR) (California workers’

compensation insurance) for each of the past three premium years:

**NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.**

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

If your EMR for any of these three years is or was 1.50 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

#### H. Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by the City of Oakland.

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37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

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38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

**NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor’s violation at the time they occurred.**

☐ Yes ☐ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects within the last three years providing cleaning and/or televising services for other public agency clients. Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Public Agency: \_\_\_\_\_

Work Scope: \_\_\_\_\_

Contract Period & Amount: \_\_\_\_\_

Contact (name and current phone number):

\_\_\_\_\_

Public Agency: \_\_\_\_\_

Work Scope: \_\_\_\_\_

Contract Period & Amount: \_\_\_\_\_

Contact (name and current phone number):

\_\_\_\_\_

Public Agency: \_\_\_\_\_

Work Scope: \_\_\_\_\_

Contract Period & Amount: \_\_\_\_\_

Contact (name and current phone number):

\_\_\_\_\_

Public Agency: \_\_\_\_\_

Work Scope: \_\_\_\_\_

Contract Period & Amount: \_\_\_\_\_

Contact (name and current phone number):

\_\_\_\_\_

Public Agency: \_\_\_\_\_

Work Scope: \_\_\_\_\_

Contract Period & Amount: \_\_\_\_\_

Contact (name and current phone number):

\_\_\_\_\_

Public Agency: \_\_\_\_\_

Work Scope: \_\_\_\_\_

Contract Period & Amount: \_\_\_\_\_

Contact (name and current phone number):

\_\_\_\_\_

\* \* \* \* \*

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

**Sign**  
  
**Here**

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Signature and Title

Date \_\_\_\_\_



# Schedule O

## CAMPAIGN CONTRIBUTION REPORTING REQUIREMENTS

To be completed by City Representative prior to distribution to Contractor.

City Representative: \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_  
Department: \_\_\_\_\_ Contract 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 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 \_\_\_\_\_



# SCHEDULE R SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING **FOR BASE BID**

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf>

Date \_\_\_\_\_



**Note:**

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 **and all trucking regardless of tier** and dollar amount 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.

Prime Contractor: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

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

Contractor's License #	Type of Work	Company Name	Address and City	Phone Number	Dollar Amount	Supplier	Trucking	LBE	SLBE	VSLBE \ LPG	* Ethnicity	** Gender	*** Alternate #

Attach additional page(s) if necessary.

(LBE - Local Business Enterprise) (SLBE - Small Local Business Enterprise) (VSLBE - Very Small Local Business Enterprise) (LPG - Locally Produced Goods)

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

\* Ethnicity - (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

\*\* Gender - (M = Male) (F = Female)

\*\*\* Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternate line items.

(Revised as of 2/27/2014)



# BID PRICE FORM

For

## REQUEST FOR QUALIFICATIONS

For

### ON-CALL

### SEWER CLEANING SERVICES

FY 2016-19

All bids shall include the contractor's state license number, classification, and DIR registration number<sup>1</sup>, as well as each subcontractor's license number. The work for which this bid is submitted is for construction in conformance with the Project Plans, Bid Book, including, but not limited to, the Special Provisions, Standard Specifications for Public Works Construction, 2009 Edition, City of Oakland Standard Detail for Public Works Construction 2002 Edition, including any addenda thereto, the contract annexed hereto, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

### **BID SCHEDULES**

The Base Bid total price shall include all work as stipulated in the bid items below and as shown on the drawings and described in the specifications, except that it shall not include any item listed as a bid alternate (if applicable). Specification references are provided to assist the bidder. Other bid sections may also apply.

### **Base Bid:**

Item No.	Spec. Sec. No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	9-3.4	Cleaning: 4" – 24" pipe diameter	1,000	LF		
2	7-12	CCTV: 4" – 24" pipe diameter	1,000	LF		
3	9-3.4	Cleaning: 27" – 36" pipe diameter	1,000	LF		

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**1** Per SB 854: Only DIR-registered contractors or subcontractors may be listed on a bid proposal for a public works project.

4	7-12	CCTV: 27" – 36" pipe diameter	1,000	LF		
5	9-3.4	Cleaning: 38" – 48" pipe diameter	1,000	LF		
6	7-12	CCTV: 38" – 48" pipe diameter	1,000	LF		
7	9-3.4	Cleaning: 54" – 81" pipe diameter	1,000	LF		
8	7-12	CCTV: 54" – 81" pipe diameter	1,000	LF		
<b>TOTAL OF 8 ITEMS: \$</b>						

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, the plans and specifications therein referred to, including all Addenda; and the bidder proposes and agrees if this bid is accepted, that the bidder will contract with the City, in the form of the copy of the contract annexed hereto, and the bidder proposes and agrees if this bid is accepted, that the bidder will execute and fully perform the contract for which bids are called; that the bidder will provide all necessary labor, storage, transportation, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the bidder will take in full payment therefor, including all applicable taxes, the unit prices set forth in the attached bid schedule.

By my signature on this bid, I certify, under penalty of perjury, that all representations made on this bid are true and correct. The City of Oakland reserves the right to accept or reject any and all bids.

**Sign**  
  
**Here**

\_\_\_\_\_  
 Signature and Title of Bidder

Contractor's Business Name \_\_\_\_\_

Date \_\_\_\_\_

## **APPENDIX B**

Sample construction contract and  
Sample Payment and Performance Bond Forms





# CITY OF OAKLAND CONTRACT OF PUBLIC WORKS

**THIS CONTRACT** is entered into this **(day and month) of (year)** by and between the:

**City of Oakland**, a municipal corporation,  
(hereinafter referred to as “City”), and  
**(name of contractor)**,  
(hereinafter referred to as “Contractor”).

**FOR AND IN CONSIDERATION** of the promises hereinafter made, City and Contractor agree as follows:

Contractor will furnish necessary machinery, tools, apparatus, and other means of construction. Further, Contractor will furnish the materials and do all work in the manner and time prescribed in:

- 1) Project Specifications, Plans, including any Addenda, Project No. **(Number - Name)** and documents referenced and incorporated therein; and
- 2) The Contractor’s bid in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) received **(Month, Date, Year)** (Exhibit A – Scope of Work).

The contract documents shall include, but are not limited to, all documents identified above, the “Greenbook” Standard Specifications for Public Works Construction, 2009 Edition, and the City of Oakland Standard Details for Public Works Construction, 2002 Edition thereto, and shall constitute the contract between the parties as though all documents were attached hereto or herein repeated. The contract documents are intended to be cooperative and to provide for a complete work. Said contract documents are on file in the Public Works Department.

## **1. Commencement of Work**

Work shall be commenced on the date of the Notice to Proceed which is sent by the Director of the Public Works Department and shall be completed within **? working days**.

## **2. Bonds**

Contractor shall provide two good and sufficient surety bonds, which name the City of Oakland as insured. The Payment Bond shall be for One Hundred percent (100%) of the contract price to guarantee faithful payment to subcontractors, material suppliers, and laborers. The Performance Bond shall be One Hundred percent (100%) of the contract price. Contractor shall maintain the bonds in full force and effect until the work is accepted by City, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code.

## **3. Contractor’s Liability**

Contractor shall be responsible for all injuries to persons and for all damage to real or personal property of City or others, caused by, or resulting from the negligence of itself, its employees, or its agents during the progress of, or connected with, the rendition of

services hereunder. Contractor shall defend and hold harmless and indemnify City, Councilmembers, directors, officers, agents, employees, and volunteers from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence, actions, or inaction of Contractor, subcontractors, employees or agents, arising out of the Contractor's performance of work under this contract. *Contractor must provide proof of insurance per Schedule Q.*

**4. Liability Insurance**

Contractor shall maintain all insurance required by the project for the duration of the contract. Contractor shall name the City of Oakland and its Councilmembers, directors, officers, agents, employees and volunteers as additional insureds on the general liability policy. *Contractor must provide proof of insurance per Schedule Q.*

**5. Worker's Compensation Insurance**

Contractor hereby certifies that it is aware of and will comply with Section 3700 of the California State Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance before commencing any of the work. *Contractor must provide proof of insurance per Schedule Q.*

**6. Prevailing Wage**

Contractor certifies and agrees that it will comply with the requirement to pay its employees prevailing wages as set forth in City Resolution No. 57103 C.M.S. City may request documentation to certify that Contractor has paid its employees at the appropriate prevailing wage rate. In the event that City determines that Contractor has failed to pay any of its employees in accordance with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed Contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates a contractual or third party beneficiary relationship between any of Contractor's employees and City, nor does it create any liability or duty on City for Contractor's failure to make timely or appropriate payments to its employees.

**7. Nuclear Weapons Policy**

It is City's policy to minimize the expenditure of City funds on goods and services produced by Nuclear Weapons Makers. City urges all contractors to avoid contracting for goods and services which are manufactured or provided by Nuclear Weapons Makers. *Contractor must also complete Schedule P.*

**8. Audit**

Contractor shall permit authorized representatives of City to have access to Contractor's books, records, accounts and any and all data relevant to this contract, for the purpose of making an audit or examination during the term of the contract and for a period of four years following the fiscal year of the last expenditure under this contract.

**9. Discrimination**

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to California Government Code, Section 12990. Further, Contractor agrees not to discriminate against any individual or company because of marital status, race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related conditions, or any other arbitrary basis.

**10. Oakland Business License**

Contractor has and will continue to maintain a current Oakland Business License during the term of this contract. Contractor shall insert in each of its subcontract agreements a provision which requires its sub-contractors to present proof that the subcontractor has obtained a current Oakland Business License during the term of this contract.

**11. Notice**

Any party to this contract may change the name or address of its representatives for purpose of this paragraph by providing written notice, via facsimile and concurrently by prepaid U.S. certified or registered postage, to all other parties ten (10) business days before the change is effective.

CITY OF OAKLAND INFORMATION

(Name of Project Manager)  
Public Works Department  
(address)  
Oakland, CA

CONTRACTOR INFORMATION

(Name of Project Manager)  
(Name of Company)  
(address)

**12. Certification**

The individuals who have affixed their signatures below certify and attest each is empowered to execute this Agreement and act on behalf of and bind the party in whose name this Agreement is executed.

**IN WITNESS WHEREOF:**

Contractor has hereto set his hand, and the City Administrator of the City of Oakland, by Resolution of the City Council of said City, thereunto duly authorized, has caused the name of the CITY OF OAKLAND to be affixed hereto, all in triplicate the day and year first above written.

(Name of Contractor)

Public Works Department

\_\_\_\_\_  
(person's name) Date  
(person's title)

\_\_\_\_\_  
Director Date

Approved as to form and legality

CITY OF OAKLAND  
(a municipal corporation)

\_\_\_\_\_  
Office of the City Attorney Date

\_\_\_\_\_  
Office of the City Administrator Date

City Council Resolution No. \_\_\_\_\_  
Oakland Business Tax Certificate No. \_\_\_\_\_  
Contract Purchase Order No. \_\_\_\_\_

## **EXHIBIT A - Scope of Work**

1) Project Description:

Insert NTB project description

2) Contractor's Bid dated:

Sample

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That \_\_\_\_\_,  
(Contractor Name)

a \_\_\_\_\_, as Principal, and \_\_\_\_\_,  
(corporation, partnership or individual) (Surety Name)

a corporation organized and existing under the laws of, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the **City of Oakland**, a municipal corporation, as Obligee, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that

**WHEREAS,** Principal has entered into a contract dated \_\_\_\_\_ with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for **Project No. Number - Name** and **Contractor's bid dated** \_\_\_\_\_. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within \_\_\_\_\_ **working days** of said date.

**NOW, THEREFORE,** if Principal well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

**PROVIDED, FURTHER,** that the Surety for value received hereby stipulates and agrees that death of individual Principal shall not relieve Surety of its obligation; that no amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this Bond and that Surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder.

**IN WITNESS WHEREOF,** the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \* \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Contractor Name) [Seal]

By: \_\_\_\_\_ [Seal]  
(Must be President, Vice President, Owner, Partner, Manager or Member)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_ [Seal]

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That \_\_\_\_\_,  
(Contractor Name)

a \_\_\_\_\_, as Principal, and \_\_\_\_\_,  
(corporation, partnership or individual) (Surety Name)

a corporation organized and existing under the laws of, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the **City of Oakland**, a municipal corporation, as Obligee, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that

**WHEREAS,** Principal has entered into a contract dated \_\_\_\_\_ with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for **Project No. Number - Name and Contractor's bid dated \_\_\_\_\_**. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within \_\_\_\_\_ **working days** of said date.

**NOW, THEREFORE,** if Principal well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

**PROVIDED, FURTHER,** if Principal shall promptly make payment to all persons, firms, subcontractors, corporations, and otherwise furnishing materials for or performing in the prosecution of the work provided for in such contract, and any authorized extension or modification hereof, including all amounts due for the moment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

**PROVIDED, FURTHER,** that the Surety of value received hereby stipulates and agrees that death of individual Principal shall not relieve Surety of its obligation; that no amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder shall in any manner affect its obligation on or under this Bond; and that Surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder.

**PROVIDED, FURTHER,** that any final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF,** the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \* \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Contractor Name) [Seal]

By: \_\_\_\_\_ [Seal]  
(Must be President, Vice President, Owner, Partner, Manager or Member)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_ [Seal]

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ {SEAL}



## **APPENDIX C**

### Schedule Q – Insurance Requirements



## Schedule Q

### CONSTRUCTION CONTRACTOR INSURANCE REQUIREMENTS

(2/11/15 version, 9/24/15 removes OCIP)

#### Section 2.0 Insurance Requirements for Non-OCIP Projects

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##### Section 2.1 Insurance Coverage Required of Contractors

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

**A. Commercial General Liability** insurance shall cover Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

I. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteer shall be primary insurance. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract.

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

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

- C. Worker's Compensation insurance** as required by the laws of the State of California. Coverage shall include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. . The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Contract and thereafter as required by that code.
- D. Professional Liability/Errors and Omissions** insurance as appropriate for design/build operations with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- I. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - III. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- E. Builders' Risk/Course of Construction Insurance** (CP 10 30) covering all risks of loss in an amount equal to the completed value form with no coinsurance penalty provisions and in an amount equal to the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as insured the City of Oakland, the Contractor and all subcontractors in the work. The insurance shall cover the entire work at the site identified in the Scope of Work, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until the project has been accepted as substantially complete. The insurer shall waive all rights of subrogation against the City.

## **Section 2.2 Terms Conditions and Endorsements**

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

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

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

## **Section 2.3 Deductibles and Self-Insured Retentions**

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

## **Section 2.4 Replacement of Coverage**

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

## **Section 2.5 Insurance Interpretation**

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

## **Section 2.6 Proof of Insurance**

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

## **Section 2.7 Subcontractors**

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

## **Section 2.8 Waiver of Subrogation**

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

## **Section 2.9 Evaluation of Adequacy of Coverage**

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

## **Section 2.10 Higher Limits of Insurance**

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

**<< END OF SECTION 2.0 >>**

## **APPENDIX D**

### Sample Task Order form





# CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 4314 • OAKLAND, CALIFORNIA 94612  
 Oakland Public Works Department (510) 238-7270  
 Bureau of Engineering & Construction FAX (510) 238-2346  
 Contract Services TDD (510) 238-3254

## ON-CALL SANITARY SEWER TASK ORDER #

Date of Task Order:

PROJECT INFO: **number – name**

CONTRACTOR:

CONTRACT PO #:

- 1) **SCOPE OF WORK:** The Contractor agrees to perform the following Work In accordance with the terms and conditions of the on-call contract purchase order referenced above and the attached work scope documents:

(List documents. If none, say "N/A".)

- 2) **TIME OF PERFORMANCE:** The Work shall commence on the DATE OF TASK ORDER and shall be completed either within \_\_\_\_\_ working days or by NA or insert hard deadline.

- 3) **BASIS OF PAYMENT & FUNDING:** The total compensation for Work shall be in accordance this section. Any additional work must be authorized in writing by the City prior to proceeding.

- ☐ Lump Sum total of \$\_\_\_\_\_  
☐ Time and Materials Not-To-Exceed \$\_\_\_\_\_  
☐ Unit Prices per Bid Not-To-Exceed \$\_\_\_\_\_

- 4) **SIGNATURES:** Task Order is valid only with every required signature.

### CITY PROJECT MANAGER:

### OTHER CITY SIGNATORIES:

By: \_\_\_\_\_ Date \_\_\_\_\_  
 (title)

\_\_\_\_\_, Supervisor Date \_\_\_\_\_  
 (all task orders)

### CONTRACTOR:

\_\_\_\_\_, Division Manager Date \_\_\_\_\_  
 (all task orders)

By: \_\_\_\_\_ Date \_\_\_\_\_  
 (title)

Mike Neary, Assistant Director Date \_\_\_\_\_  
 (\$50K and over)

Brooke A. Levin, Director Date \_\_\_\_\_  
 (over \$100K)



## **APPENDIX E**

### Size and Distribution of Active Sewers



## Size and Distribution of Active Sewers City of Oakland

(estimated quantities for reference only)

Pipe Diameter (in.)	Length (ft.)	Length (mi.)	Percentage of System (by length)
4	1,677	0.32	0.03%
5	1,021	0.19	0.02%
6	259,853	49.21	5.35%
7	1,235	0.23	0.03%
8	3,599,800	681.78	74.18%
10	307,848	58.30	6.34%
12	219,579	41.59	4.52%
14	35,179	6.66	0.72%
15	61,350	11.62	1.26%
16	36,311	6.88	0.75%
18	91,635	17.36	1.89%
20	3,787	0.72	0.08%
21	72,082	13.65	1.49%
22	2,123	0.40	0.04%
24	53,773	10.18	1.11%
27	10,673	2.02	0.22%
28	473	0.09	0.01%
30	19,617	3.72	0.40%
33	13,491	2.56	0.28%
35	658	0.12	0.01%
36	21,966	4.16	0.45%
38	393	0.07	0.01%
39	2,424	0.46	0.05%
42	5,478	1.04	0.11%
45	1,512	0.29	0.03%
48	11,571	2.19	0.24%

## Size and Distribution of Active Sewers City of Oakland

(estimated quantities for reference only)

Pipe Diameter (in.)	Length (ft.)	Length (mi.)	Percentage of System (by length)
54	4,012	0.76	0.08%
57	2,275	0.43	0.05%
58	226	0.04	0.00%
60	1,346	0.25	0.03%
66	6,979	1.32	0.14%
73	721	0.14	0.01%
74	354	0.07	0.01%
80	227	0.04	0.00%
81	449	0.09	0.01%
Totals	4,852,000	919	100%