CITY OF OAKLAND

ACCREDITED AGENCY A•P•W•A

Public Works Agency
Contract Services

SCHEDULE T - Contract Approval Summary & Routing

DATE TO:	AGENCY:	INITIALS:	DATE APPROVED:
6-12-13	City Attorney		6-17-13
6-18-13	PWA Assistant Director		6/18/13
6/18/13	PWA Director	VBT	6-19-13
6-25-13	City Administrator – Compliance Dept *(≤ $1 M)*	DB	6/25/13
	City Administrator – *(only if > $1M)*		
6-26-13	City Clerk	NP	6/26/13

Please do not forward to the next person. Call Tamala Barnes or Calvin Hao at ext. 7252 or 7395 for pickup. Thank you.

Re: **TBD On-Call Hazardous Materials Consulting Services**

Project Description: Consultant on-call services for facility renovation and demolition projects for properties that the City owns, plans to acquire, redevelop, or dispose of. Consultant on-call services are also required to perform environmental quality control services such as abatement project construction monitoring, air monitoring, and laboratory services.

1. If TIME SENSITIVE, provide due date and reason. 7/1/13; previous contracts expiring 6/30/13 and work is ongoing, including potential emergency responses.
2. Responsible Dept: PWA/ESD
   a. Project Manager Signature: NHumphrey
   b. Project Manager: Nancy Humphrey, Environmental Compliance Specialiat Phone ext: 6259
   c. Supervisor: Mark Gomez, Environmental Program Specialist Phone ext: 7314
3. Type of Contract: Professional Agreement Amendment # NA
   a. Council Resolution: date and RESO# CMS 6-4-13 # 84408
4. Vendor: ACC Environmental
   a. Address: 7977 Capwell Drive, Oakland, CA 94621
   b. Business Phone: 510-638-8404 Mobile Phone: _____
   c. Email: jwilson@accenv.com
5. Contract Amount: $On-call capacity $250,000. No dedicated funding.
   a. Contract Start and End date: 7/1/13 to 6/30/16
   b. Oracle Contract End date: 12/31/16
6. SPO# 2014000028 *(Fiscal to provide after contract funding is encumbered.)*
7. FUNDING: Oracle Funds Available Report must be included in order to encumber the Contract Amount.

	Fund	Org	Account	Project No.	Program	Amount
Contract encumbrance:						
1.						$
2.						$
3.						$
4.						$
					Total Encumbrance	$
Contingency:						
1.						$
2.						$
					Total Contingency	$

8. ROUTING: Please review documents marked with "☒" in the checklist below and sign documents as required.

included or	NA			
			Contract Summary, Contract Authority Checklist & Resolution	
☒	☐	1.	Schedule T – Contract Summary & Routing	
☒	☐	2.	City Administrator Contract / Grant Authority Checklist	
☒	☐	3.	City Council Resolution	
			Contract, Insurance and Bonds	
☒	☐	4.	Original Contract & Contract Exhibits (3 original sets)	
☒	☐	5.	Insurance certificates per Schedule Q	
☐	☐	6.	Payment and Performance Bonds (3 original sets)	
			Licenses and Certifications	
☒	☐	7.	Oakland Business License	
☐	✓	8.	California State Contractor's License	
✓	☐	9.	IRS W-9	
☒	☐	10.	EBO certificate (Equal Benefits Ordinance – Schedule N-1) *(n/a if ≤ $25,000)*	
✓	☐	11.	Schedule B-2	Arizona Resolution
✓	☐	11.	Schedule C-1,P,U,V	ADA; Nuclear Free Zone Disclosure; Compliance Commitment Agreement; Affidavit of Non-Disciplinary or Investigatory Action
☐	✓	12.	Schedule C-1,P,V - *federal*	ADA; Nuclear Free Zone Disclosure; Affidavit of Non-Disciplinary or Investigatory Action
✓	☐	13.	Schedule D	Ownership, Ethnicity & Gender Questionnaire
✓	☐	14.	Schedule E	Project Consultant Team *(consultant only)*
✓	☐	15.	Schedule K	Pending Dispute Resolution
✓	☐	16.	Schedule M, Parts A and B	Independent Contractor Questionnaire
✓	☐	17.	Schedule N	Living Wage Ordinance *(consultant only) (n/a if ≤ $25,000)*
✓	☐	18.	Schedule O	Campaign Contribution Limits
☐	✓	19.	Schedule R	Subcontractor, Supplier, Trucking Listing *(construction only)*
☐	✓	20.	Public Contract Code Sections 10285.1 & 10162 & 10232 *(construction only)*	
☐	✓	21.	Attachment C	Equal Employment Opportunity Certification *(construction only)*
☐	✓	22.	Attachment D	Noncollusion Affidavit *(construction only)*
☐	✓	23.	Attachment E	Debarment & Suspension Certification *(construction only)*
☐	✓	24.	Attachment E	Debarment & Suspension Certification – Lower Tier *(construction only)*
☐	✓	25.	Attachment F	Nonlobbying Certification for Federal-Aid Contracts *(construction only)*
☐	✓	26.	Attachment G	Disclosure of Lobbying Activities *(construction only)*
☐	✓	27.	Exhibit 10-F	Certification of Consultant, Commission & Fees *(consultant only)*
☐	✓	28.	Exhibit 10-O1	Local Agency Consultant DBE Commitment *(consultant only)*
☐	✓	29.	Exhibit 10-O2	Local Agency Consultant DBE Information *(consultant only)*
☐	✓	30.	Exhibit 10-P	Nonlobbying Certification for Federal-Aid Contracts *(consultant only)*
☐	✓	31.	Exhibit 10-Q	Disclosure of Lobbying Activities *(consultant only)*
☐	✓	32.	Exhibit 15 – G	Local Agency Bidder DBE Commitment *(construction only)*
☐	✓	33.	Exhibit 15 – H	DBE Information – Good Faith Efforts
☐	✓	34.	Form 805	Agency Report of Consultants

Add'l Comments:

CITY OF OAKLAND
PROFESSIONAL OR SPECIALIZED SERVICE AGREEMENT

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

Now therefore the parties to this Agreement covenant as follows:

1. **Parties and Effective Date**

   This Agreement is made and entered into as of **June 6, 2013** by and between the CITY OF OAKLAND, a municipal corporation, (hereinafter referred to as "City") and **ACC Environmental Consultants, Inc.** (hereinafter referred to as "Consultant") for **On-Call Hazardous Materials Consulting Services**.

2. **Scope of Services**

   Consultant agrees to perform the services specified in **Exhibit A - Scope of Services,** attached to this Agreement and incorporated herein by reference. Consultant shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement.

3. **Time of Performance**

   Consultant's services shall begin on **July 1, 2013** and shall be completed by **June 30, 2016**.

4. **Compensation and Method of Payment**

   Consultant will be paid for performance of the entire scope of services an amount that will be based upon actual costs but that will be "Capped" so as not to exceed **Two Hundred and Fifty Thousand and 00/100 dollars ($250,000.00)**, based upon Exhibit A and the budget by deliverable task and billing rates in **Exhibit B – Billing Rates.** The maximum that will be charged for the entire scope of services will not exceed the Capped amount, even if the Consultant's actual costs exceed the Capped amount. Invoices shall state a description of the deliverables completed and the amount due. Payment shall be due upon completion and acceptance of the deliverables.

   In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract, with the balance to be paid upon satisfactory completion of the contract. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

   In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the consultant has earned during the period for which payment is being made, on the

basis of the contract terms. The City will retain out of such earnings an amount at least equal to ten percent (10%), pending satisfactory completion of the entire contract.

5. Independent Contractor

a. Rights and Responsibilities

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

b. Consultant's Qualifications

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

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship
Consultant may perform services for, and contract with, as many additional clients, persons or companies as Consultant, in his or her sole discretion, sees fit.

e. Tools, Materials and Equipment
Consultant will supply all tools, materials and equipment required to perform the services under this Agreement.

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

g. Extra Work
Consultant will do no extra work under this Agreement without first receiving prior written authorization from the City.

6. Proprietary of Confidential Information of the City

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

7. Ownership of Results

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

8. Copyright

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

9. Audit

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

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

In addition to the above, Consultant agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements incorporated by reference.

10. Agents/Brokers

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

11. Assignment

Consultant shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

12. Publicity

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

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

13. Title of Property

Title to all property, real and personal, acquired by the Consultant from City funds shall vest in the name of the City of Oakland and shall be accounted for by means of a formal set of property records. Consultant acknowledges it is responsible for the protection, maintenance and preservation of all such property held in custody for the City during the term of the Agreement. The Consultant shall, upon expiration of termination of this Agreement, deliver

to the City all of said property and documents evidencing title to same. In the case of lost or stolen items or equipment, the Consultant shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with "Notice" section of this Agreement.

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

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

14. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Consultant must provide the insurance listed in **Schedule Q,** Insurance Requirements. Schedule Q is attached and incorporated herein by reference.

15. Indemnification

a. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) caused by or arising out of any:

   (i) Breach of Contractor's obligations, representations or warranties under this Agreement;

   (ii) Act or failure to act in the course of performance by Contractor under this Agreement;

   (iii) Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;

   (iv) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

(v) Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 6 Proprietary of Confidential Information of the City above; and

(vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

b. For purposes of the preceding Subsections (i) through (vi), the term "Contractor" includes Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants and subcontractors.

c. City shall give Contractor prompt written notice of any such claim of loss or damage and shall cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.

d. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

e. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any action or claim which potentially falls within this indemnification provision, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any action or claim arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

f. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

g. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

16. Right to Offset Claims for Money

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

17. Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Consultant and its subconsultants shall pay undisputed invoices of their subconsultants for goods and/or services within twenty (20) business days of submission of invoices unless the Consultant or its subconsultants notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Consultant or its subconsultant and claimant, in which case the Consultant or its subconsultant may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Office of the City Administrator, Contracts and Compliance Unit, upon the filing of a complaint. Consultant or its subconsultants 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 Consultant or its subconsultant fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Consultant progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Consultant and its subconsultants shall not be allowed to retain monies from subconsultant payments for goods as project retention, and are required to release subconsultant project retention in proportion to the subconsultant services rendered, for which payment is due and undisputed, within five (5) business days of payment. Consultant and its subconsultants shall be required to pass on to and pay subconsultants 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, Consultant and its subconsultants, 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, Consultant is required to file an affidavit, under penalty of perjury, that he or she has paid all subconsultants, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subconsultants and the amount paid to each.

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

that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

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

Prompt Payment invoice and compliant forms are available from the City of Oakland's website: http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm. Scroll down to the Prompt Payment heading and click on the appropriate links. Invoice and complaint inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

18. Arizona and Arizona-Based Businesses

As referenced in **Schedule B-2**, in accordance with Resolution No. 82727 C.M.S. neither this business entity nor any of its subsidiaries, affiliates or agents are headquarters in the State of Arizona or anticipates relocating to the State of Arizona duration for the life of its contract(s) with the City of Oakland or until Arizona rescinds SB 1070.

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

19. Dispute Disclosure

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

20. Termination on Notice

The City may terminate this Agreement immediately for cause or without cause upon giving (30) calendar days' written notice to Consultant.

21. Conflict of Interest

a. Consultant

The following protections against conflict of interest will be upheld:

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

ii. Consultant certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

iii. Consultant shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Consultant.

iv. Consultant warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Consultant shall exercise due diligence to ensure that no such official will receive such an interest.

v. Consultant further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Consultant to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Consultant or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth $2,000 or more, (b) any real property in which the official has a direct or indirect interest worth $2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than $500 the previous year. Consultant agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

vi. Consultant understands that in some cases Consultant or persons associated with Consultant may be deemed a "city officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Consultant further understands that, as a public officer or official, Consultant or persons associated with Consultant may be disqualified from future City contracts to the extent that Consultant is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

vii. Consultant shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

b. No Waiver
Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation

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

22. Non-Discrimination/Equal Employment Practices

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

a. Consultant and Consultant's subconsultants, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. Consultant and Consultant's Subconsultants shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that all qualified applicants will receive consideration for employment without regard to age, marital

status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

c. Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1**, Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.

d. If applicable, Consultant will send to each labor union or representative of workers with whom Consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

e. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.

f. Additional Preference Points. For Request for Proposal (RFP) and Request for Qualifications (RFQ), additional Preference Points may be earned for h having an Oakland workforce on Non-Construction Contracts.

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

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

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

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

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

l. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age,

marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

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

24. Living Wage Ordinance

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

a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of $11.70 with health benefits or $13.45 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. **Effective July 1st of each year, Consultant shall pay adjusted wage rates.**

b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **$1.70 per hour**. Consultant shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

d. Federal Earned Income Credit (EIC) – To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you, including but not limited to: http://www.irs.gov.

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

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

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

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

25. Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.232.010 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City consultants (Consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001).

The following consultants are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars ($25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or

collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars ($25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

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

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

26. City of Oakland Campaign Contribution Limits

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

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

27. Nuclear Free Zone Disclosure

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

28. Political Prohibition

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

29. Religious Prohibition

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

30. Business Tax Certificate

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

31. Abandonment of Project

The City may abandon or indefinitely postpone the project or the services for any or all or the project at any time. In such event, the City shall give thirty- (30)-days written notice of such abandonment. In the event of abandonment prior to completion of the final drawings, if applicable, and cost estimates, Consultant shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing the job. Prior to expending said time, Consultant shall present to the City a complete report of said proposed job closure and its costs, and the City may approve all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination. All charges thus incurred and approved by the City, together with any other charges outstanding at the time of termination, shall be payable by the City within thirty-(30) days following submission of a final statement by Consultant.

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

32. Validity of Contracts

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

33. Governing Law

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

34. Notice

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

CITY OF OAKLAND INFORMATION
Nancy Humphrey
Public Works Agency
250 Frank H. Ogawa Plaza, Suite 5301
Oakland, CA 94612

CONSULTANT INFORMATION
Jim Wilson
ACC Environmental Consulting, Inc.
7977 Capwell Drive
Oakland, CA 94621

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

35. Entire Agreement of the Parties

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

36. Modification

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

37. Severability/Partial Invalidity

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

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

38. Time of the Essence

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

39. Commencement, Completion and Close out

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

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

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

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

40. Approval

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

41. Inconsistency

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

ACC Environmental Consulting, Inc.

6/10/13

Jim Wilson
President

Date

Public Works Agency

6-19-13

Director

Date

Approved as to form and legality

6/17/13

City Attorney

Date

CITY OF OAKLAND
(a municipal corporation)

6/25/13

City Administrator's Office

Date

City Council Resolution No. 84408
Oakland Business License No. 485411
Contract Purchase Order No. 2014000028

EXHIBIT A – Scope of Services

No minimum amount of work is guaranteed under these contracts. The exact scope of work will be determined on an as-needed, project-by-project basis. The anticipated breakdown of services is: 80% project management, analysis, research, reporting and advice; 10% laboratory analyses, and 10% miscellaneous, such as hazardous waste management or general environmental compliance tasks.

Consultants, together with their team members, should possess the ability to perform a wide range of services including, but not limited to:

- Surveys of asbestos, lead paint, and/or other structural hazardous materials prior to demolition, in structures which in some cases have been declared unsafe and a nuisance by the City;
- Work plan development, project oversight, air monitoring and clearance of asbestos, lead paint, mold and/or other hazardous materials during repair, maintenance, or demolition activities, on projects of all sizes;
- Availability for rapid, flexible response to situations where asbestos and/or other hazardous materials have been inadvertently disturbed and require isolation and abatement;
- Development of specifications for removal of unusual or newly-identified types of hazardous materials; and
- Other services related to the protection of human health and environmental resources.

The consultant shall be required to submit a complete written summary of activities, including sampling results, for each completed project. City policies and guidance on hazardous materials abatement are included in "City of Oakland Hazardous Materials Abatement Master Specifications" (Appendix F).

Timely and responsive services to the City are a necessity for this professional services contract. Therefore, there shall be sufficient personnel and principal representation to mobilize a Certified Asbestos Consultant or a Site Surveillance Technician under the guidance of a Certified Asbestos Consultant for pre-demolition surveys on small-scale asbestos jobs within 2 business days, and within 5 business days for large-scale jobs. Similarly-qualified individuals shall be available for lead paint and mold-related work.

It is important that the selected consulting team is thoroughly knowledgeable of local, state, and federal environmental regulations as they relate to asbestos/lead paint/mold testing, monitoring, abatement, and disposal.

Additionally, a preference will be made for the following:

- Laboratories accredited by the American Industrial Hygiene Association for airborne asbestos and lead analysis, and the National Voluntary Lab Accreditation Program for asbestos bulk samples and TEM analysis;
- Firms that can demonstrate that they have quick and reliable access to an X-Ray Fluorescence Spectrometer (XRF) for lead-based paint testing; and
- Previous experience with public agency project bidding and construction administration.

The consultant may be requested to assist the City in obtaining bids from abatement contractors, which may include clarifications, addenda, review of bids, and recommendation of award or rejection. The capability to perform abatement is not required under this contract.

The consultant may be required to 1) attend meetings with City staff to discuss interim findings of projects, 2) provide confirmation reports to City and regulatory agencies detailing abatement/remediation activities, 3) provide follow-up monitoring and reporting to City and regulatory agencies evaluating the effectiveness of the abatement/remediation alternative, and 4) represent the City as technical advisor at meetings with the regulatory agencies, City Council or at any other meeting at which the City requests such representation.

EXHIBIT B – Billing Rates

Attached

4. Rates

Cost of labor services shall be as follows:

Labor Classification	*Base Hourly Rate*
Principal	$ 175.00
Certified Industrial Hygienist	$ 175.00
Professional Engineer	$ 175.00
Certified Asbestos Consultant/Senior Project Manager/Designer	$ 125.00
Certified Asbestos Consultant/Project Manager	$ 110.00
Staff Hygienist / Technician, Level II	$ 85.00
Overtime Rate (Including Weekends)	$ 106.25
Staff Hygienist / Technician, Level I	$ 77.25
Overtime Rate (Including Weekends)	$ 96.50
CAD Draftsperson	$ 65.00
Administrative Support Personnel	$ 65.00

Cost of Laboratory services are as follows:	*Per sample*
PLM Analysis for Asbestos (Standard TA)	$ 15.00
PLM Point Count 400 pts. (Standard TA)	$ 60.00
PLM Point Count 1,000 pts. (Standard TA)	$ 110.00
AA for Lead Paint (Standard TA)	$ 20.00
Air Sample Analysis	
PCM 24-hour turn around	$ 15.00
Air Sample Analysis (TEM) - Level 2/AHERA	
3-5 day turn around	$ 75.00
48-hour turn around	$ 95.00
24-hour turn around	$ 110.00
Less than 24-hour turn around	$ 150.00
Wipe Samples for Lead	$ 20.00
Air Sample Analysis Mold	
Non-Viable Spore Traps	$ 70.00
Viable Spore (Anderson Sampler)	$ 85.00
Bulk Sample Analysis Mold	
Non-Viable (Tape Lift/Bulk)	$ 65.00
Viable (Swab/Bulk)	$ 70.00

All consulting and analytical rates quoted herein will remain in effect for the City of Oakland throughout the contract term. These fees include all reimbursable expenses such as transportation, equipment, materials, supplies, personal safety equipment, profit margins, and overhead.

Approved as to Form and Legality

City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 APR 11 AM 10:05

OAKLAND CITY COUNCIL

RESOLUTION No. 84408 C.M.S.

Introduced by Councilmember _____

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ACC ENVIRONMENTAL FOR ON-CALL HAZARDOUS MATERIALS CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED FIFTY THOUSAND DOLLARS ($250,000) FOR A THREE YEAR PERIOD FROM JULY 1, 2013 THROUGH JUNE 30, 2016

WHEREAS, the City desires to comply with federal, State and local environmental laws at properties that the City owns, operates, plans to acquire or intends to dispose of; and

WHEREAS, compliance with federal, State and local environmental laws is a critical component of park and facility renovations, sewer replacements and rehabilitations, streetscaping projects, maintenance operations, and development projects; and

WHEREAS, in order to achieve compliance, the City requires the assistance of environmental professionals to conduct asbestos, lead paint and mold analyses, write abatement specifications, monitor air quality, and perform other services related to the protection of human health and environmental resources; and

WHEREAS, the City needs to be able to respond quickly to deadlines associated with environmental laws and regulatory mandates, and such responsiveness is most effectively provided through on-call contracts; and

WHEREAS, through the City's competitive Request for Qualifications process, ACC Environmental was rated as one of the top-ranked firms available to provide the services herein described; and

WHEREAS, the City Council finds that the services provided pursuant to the agreement authorized hereunder are of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, the City Council finds that the agreement directly or indirectly supports the City Council goal to "Develop a Sustainable City"; and

WHEREAS, the City Council finds that the agreement shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore be it

RESOLVED, That the City Administrator or his/her designee is hereby authorized to negotiate and enter into a professional services agreement for on-call environmental consulting services with ACC Environmental, subject to the review and approval of the City Attorney; and be it

FURTHER RESOLVED, That the work shall be completed on an as-needed basis and the total amount of the contract shall not exceed two-hundred fifty thousand dollars ($250,000) for a three-year period from July 1, 2013 through June 30, 2016; and be it

FURTHER RESOLVED, That the City Administrator or his/her designee is hereby authorized and empowered to approve any subsequent amendments to or extensions of said agreement with the exception of those related to an increase in total compensation or the allocation of additional funds, provided that such amendments or extensions shall be filed with the City Clerk's Office; and be it

FURTHER RESOLVED: That a copy of the executed agreement shall be on file in the City Clerk's Office and will be approved by the Office of the City Attorney.

IN COUNCIL, OAKLAND, CALIFORNIA, JUN 4 2013

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN – 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: LaTonda Simmons

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

FILED
OFFICE OF THE CITY CLERK
OAKLAND

2013 APR 17 PM 4:11

APPROVED AS TO FORM AND LEGALITY:

BY: _____
ORSA COUNSEL

OAKLAND REDEVELOPMENT SUCCESSOR AGENCY

RESOLUTION NO. 2013-011

RESOLUTION AUTHORIZING THE OAKLAND REDEVELOPMENT SUCCESSOR AGENCY ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ACC ENVIRONMENTAL FOR ON-CALL HAZARDOUS MATERIALS CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED FIFTY THOUSAND DOLLARS ($250,000) FOR A THREE YEAR PERIOD FROM JULY 1, 2013 THROUGH JUNE 30, 2016

WHEREAS, the Oakland Redevelopment Successor Agency ("ORSA") anticipates receiving a finding of completion under Health and Safety Code Section 34179.7; and

WHEREAS, the finding of completion will allow ORSA to expend unencumbered bond proceeds for purposes consistent with the bond covenants; and

WHEREAS, the use of these so-called excess bond proceeds must be included on the Recognized Obligation Payment Schedule ("ROPS") once a finding of completion is issued; and

WHEREAS, ORSA will require the assistance of environmental professionals to analyze soil and groundwater contamination, design cleanup plans, monitor air emissions, test fuel tanks, develop stormwater pollution prevention plans, and perform other services related to the protection of human health and environmental resources for real properties it owns and intends for future redevelopment; and

WHEREAS, such work in support of redevelopment of those properties would be allowable uses of bond proceeds under bond covenants; and

WHEREAS, ORSA needs to be able to respond quickly to deadlines associated with environmental laws and regulatory mandates, and such responsiveness is most effectively provided through on-call contracts; and

WHEREAS, through a competitive Request for Qualifications process, ACC Environmental was rated as one of the top-ranked firms available to provide the services herein described; and

WHEREAS, ORSA finds that the services provided pursuant to the agreement authorized hereunder are of a professional, scientific or technical nature and are temporary in nature; and

WHEREAS, ORSA finds that the agreement shall not result in the loss of employment or salary by any person having permanent status in the competitive service; now, therefore, be it

RESOLVED: That the ORSA Administrator or his/her designee is hereby authorized to negotiate and enter into a professional services agreement for on-call hazardous materials consulting services with ACC Environmental, subject to the review and approval of ORSA Counsel; and be it

FURTHER RESOLVED: That the work shall be completed on an as-needed basis and the total amount of the contract shall not exceed two-hundred fifty thousand dollars ($250,000) for a three-year period from July 1, 2013 through June 30, 2016; and be it

FURTHER RESOLVED: That issuance of work orders or disbursement of funds under the contract shall be contingent on ORSA having received a finding of completion and the work and contract payments being included on an approved ROPS; and be it

FURTHER RESOLVED: That the ORSA Administrator or his/her designee is hereby authorized and empowered to approve any subsequent amendments to or extensions of said agreement with the exception of those related to an increase in total compensation or the allocation of additional funds, provided that such amendments or extensions shall be filed with the ORSA Secretary; and be it

FURTHER RESOLVED: That a copy of the executed agreement shall be on file with the ORSA Secretary and shall be approved for form and legality by ORSA Counsel.

BY SUCCESSOR AGENCY, OAKLAND, CALIFORNIA, JUN 4 2013, 2013

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, GALLO, KALB , KAPLAN, GIBSON MCELHANEY, REID, SCHAAF, AND PRESIDENT KERNIGHAN – 8

NOES- 0

ABSENT- 0

ABSTENTION- 0

ATTEST: LaTonda Simmons
LATONDA SIMMONS
Secretary of the Oakland
Redevelopment Successor Agency

CITY ADMINISTRATOR CONTRACT/GRANT AUTHORITY CHECKLIST

PROJECT INFO: **TBD - On-Call Hazardous Materials Consulting Services**

Higher Contract Authority (OMC §2.04.020.A). If "NO" is indicated for all questions in the *Type of Contract* section or the Council has approved this contract expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is $100,000 for Procurement, Construction and Services (includes non-professional, professional, technical and scientific services)

Limited Contract Authority (OMC §2.04.020.B). If "YES" is indicated for any of the questions in the *Type of Contract* section and Council has not approved this expenditure in an Appropriation Resolution, the City Administrator's authority to award and execute this contract is $50,000 for Procurement, Construction, Non-professional Services and $15,000 for Professional, Technical or Scientific Services

Loans, Development Agreements (e.g., Development and Disposition Agreements, Exclusive Negotiating Agreements, etc.), Real Estate Agreements (Leasing, Sales or Acquisition of Real Property). The Purchasing Ordinance does not establish any City Administrator authority to award or execute these types of agreements. Such authority is contained in the Oakland Charter and separate legislation.

Pay-go Grant Authority (OMC §2.04.017). The City Administrator is authorized to make Pay-go grants on behalf of Council members to a non-City organization (e.g., a school or neighborhood association) in any amount, provided the grant will be used for purposes consistent with restrictions on the pay-go funding source.

Type of Contract (OMC §2.04.020.B.1) *Check the applicable boxes.*

This contract is not related to a program or project that is identified in the current CIP or operating budget.

☐ **YES** (not in either budget) ☒ **NO** (is in CIP/ Operating budget)

Is this contract for services or supplies related to affordable housing projects? ☐**YES** ☒**NO**

Is this contract paid for, directly or indirectly, with Redevelopment Agency funds? ☐**YES** ☒**NO**

Is this contract paid for, directly or indirectly, with voter-approved measure funds? ☐**YES** ☒**NO**

Is this contract for the purchase of any technological, computer or computerized system services, software, equipment, hardware or products? ☐**YES** ☒**NO**

Appropriation Resolution (OMC §2.04.020.B.3)

This Contract was approved in Appropriation Resolution No. 84408 C.M.S., attached. ☒**YES** ☐**NO**

(Includes: 1) description of material/service; 2) contract amount; 3) funding source; 4) estimated time for execution and completion of contract; 5) statement whether the program/project supported by contract is "new" or "previously existing.")

Competitive Award Process: Request for Proposals or Bid

The contractor or vendor was selected through a competitive process. ☒**YES** ☐**NO**

Alternatively, the competitive process (bidding or RFP/RFQ) was waived in Resolution No. _____C.M.S., attached. ☐**YES** ☒**NO**

Nancy Humphrey	NHumphrey	5/16/13
City Project Manager Name	**Signature**	**Date**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 6/7/2013

PRODUCER

ISU INS SERV - BC ENV BROKERAGE
1037 Suncast Ln Ste 103
El Dorado Hills, CA 95762
(916) 939-1080

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED: ACC ENVIRONMENTAL CONSULTANTS, INC.

7977 CAPWELL DRIVE, SUITE 100
OAKLAND, CA 94621

INSURER A:	ADMIRAL INSURANCE COMPANY #24856
INSURER B:	PROGRESSIVE INSURANCE CO. #10192
INSURER C:	OAK RIVER INS. CO. #34630
INSURER D:	QBE INS. CO. #39217
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR X POLLUTION LIAB (CLAIMS MADE) GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PROJECT LOC	FEI-ECC-10782-00 CPL RETRO:3/20/89	10/28/12	10/28/13	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$5,000,000 $ 50,000 $ 5,000 $5,000,000 $5,000,000 $5,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	02447227-9	01/13/13	01/13/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2200059003-131	05/01/13	05/01/14	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	OTHER PROF.LIAB. INC.IN GL ABOVE	FEI-ECC-10782-00 RETRO: 3/20/89	10/28/12	10/28/13	$5,000,000 OCCURRENCE $5,000,000 AGGREGATE	
D	PROPERTY/EQUIP.	2751132	12/30/12	12/30/13		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: ALL OPERATIONS
CITY OF OAKLAND, ITS COUNCILMEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES HAS BEEN NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY.
PRIMARY COVERAGE APPLIES. WAIVER OF SUBROGATION APPLIES.
(BLANKET ENDORSEMENTS ATTACHED)

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

CITY OF OAKLAND
PWA - CONTRACT SERVICES
250 FRANK OGAWA PLAZA, SUITE 4314
OAKLAND, CA 94612

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE: Matthew C Wallace

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Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 10/28/2012 attaches to and forms a part of Policy Number FEI-ECC-10782-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 10/28/2012 attaches to and forms a part of Policy Number FEI-ECC-10782-00. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER
485411

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

EXPIRATION DATE
12/31/2013

BUSINESS LOCATION
ACC ENVIRONMENTAL CONSULTANTS INC
7977 CAPWELL DR STE 100
OAKLAND, CA 94621-2125

BUSINESS TYPE F Professional/Semi-Professional

NAME
ACC ENVIRONMENTAL CONSULTANTS INC

MAILING ADDRESS
7977 CAPWELL DR STE 100
OAKLAND, CA, 94621-2125

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
ACC Environmental Consultants, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
7977 Capwell Drive, Suite 100

Requester's name and address (optional)

City, state, and ZIP code
Oakland, CA 94621

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
9 4 - 3 0 0 2 8 1 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Don Fobb Date ▶ 5-26-11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

1852 2002
OAKLAND
Growing for Over 150 Years

City of Oakland

Equal Benefits Ordinance

Certificate of Compliance

is hereby awarded to

ACC Environmental Consultants

For satisfying all requirements necessary for compliance with the Equal Benefits Ordinance

Shelley Darensburg
Shelley Darensburg
Senior Contract Compliance Officer

6/27/08
Date

CITY OF OAKLAND

Schedule B-2 – Arizona Resolution
To be completed by Business Owner

Declaration of Compliance with the Arizona Resolution #82727

(1) Business Name ACC Environmental Consultants Inc.

(2) Business Contact Person: (Name/Title) Jim Wilson, President/CEP

(3) Business Contact Person: (Phone/E-mail (510) 638-8400 x105, jwilson@accenv.com

(4) Business Headquarters Address 7977 Capwell Drive, Suite 100, Oakland, CA 94621

(5) Existing contracts with the City? ☑ Yes ☐ No If Yes, please list title and agency below:
On-Call Hazardous Materials Consulting Services, Public Works Agency

(6) The above named company is currently responding to the following contract opportunity:
Title: On-Call Hazardous Materials Consulting Services
Project Number: N/A
Name of City Contact/Project Manager/Agency/Department Nancy Humphrey, Public Works Agency
Phone/ e-mail (510) 238-6259, NHumphrey@oaklandnet.com

A

☑ I declare under penalty of perjury that my company is **NOT** headquartered in Arizona

Signed (Business Owner) _____ Date 6/10/13

B

☐ * I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because

_____

(Please use attachments if additional space is needed).

Signed (Business Owner) _____ Date _____

* Excerpt: (Resolution #82727) RESOLVED: That unless and until Arizona rescinds SB 1070, the City of Oakland urges City departments (1) to the extend where practicable, and in instances where there is no significant additional cost to the city or conflict with law, to refrain from entering into any new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, (2) to not send City officials or employees to conferences in Arizona, and (3) to review existing contracts for the purchase of goods and services with companies headquartered in Arizona and explore opportunities to discontinue those contracts consistent with the terms of those contracts and principles of fiscal responsibility , and ....."

Schedule C-1
"DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT"

(For use by all city departments on construction contracts)
(To be completed by the prime)

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

I certify that I will comply with the Americans with Disabilities Act by:

A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;

B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;

C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;

D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;

E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and

F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

Schedule P
"NUCLEAR FREE ZONE DISCLOSURE FORM"

I certify that:

A) Neither this Business Entity nor any of its subsidiaries, affiliates or agents engages in nuclear weapons work or anticipates entering into such work for the duration of its contract(s) with the City of Oakland, and
B) The appropriate individuals of authority are cognizant of their responsibility to notify the Office of Finance of the City of Oakland if the Business Entity or any of its subsidiaries, affiliates or agents subsequently engages in nuclear weapons work.

OAKLAND

Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I **have achieved the requirement of 50% L/SLBE participation as described in the L/SLBE program and that 50% of the total trucking dollars have been allotted to certified Oakland Local Truckers (trucking dollars applicable only to Construction Services projects).** In the event that these requirements have not been achieved, I understand that my bid will be deemed non responsive.

As prime contractor for this project, I agree to use the City of Oakland's electronic payroll system to input ALL certified payrolls reports including all tiers of subcontractors for this project (**certified payroll applicable only to Construction Services projects**).

As prime, I agree to submit with the final payment request a completed "Exit Report and Affidavit form". The Exit Report and Affidavit Form may be located on the City's website at http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm.

Schedule V
"AFFIDAVIT OF NON-DISCIPLINARY OR INVESTIGATORY ACTION"

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

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the Schedule C-1, Schedule P, Schedule U and Schedule V's stated conditions.

6/10/2013
Date

Signature of Authorized Representative

ACC Environmental Consultants, Inc.
Company Name

Jim Wilson
Type or Print Name

7977 Capwell Drive, Suite 100
Address

President/CEO
Type or Print Title

Oakland — CA — 94621
City — State — Zip

(510) 638-8400 x106, jwilson@acceny.com
Phone/Email

Rev 8/2012

DEPARTMENT OF CONTRACTING AND PURCHASING
Social Equity Division
Phone: 510-238-3970 Fax: 510-238-3363

SCHEDULE D
OWNERSHIP, ETHNICITY and GENDER QUESTIONNAIRE

Part I: OWNERSHIP& ETHNICITY of PRIME:

Firm or Individual Name ACC Environmental Consultants, Inc. Phone (510) 638-8400

Street Address 7977 Capwell Drive, Suite 100 City Oakland State CA Zip 94621 Federal ID # 94-3002813

City of Oakland Business License Number 485441 Completed by: Heather Sobky Phone if different from above _____.

(Please check one and explain below)

☐ Self Employed, Name of Owner _____ ☑ Corporation, State of Incorporation California

☐ Partnership, General or Limited _____ Names of Partners _____

☐ Joint Venture, Names of Participants _____ _____ _____

Ownership Interests
All owners must be listed in this information

Note: ACC is an employee-owned firm.

Ethnicity	African American	American Indian/ Alaskan Native	Asian or Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners	1	0	2	12	2	5	0
% Of Total Ownership	4.54	0	9.09	54.54	9.09	22.72	0
Women	1	0	1	4	0	1	0
Joint Venture Ownership	0	0	0	0	0	0	0

Part II: CERTIFICATIONS

Please attach a copy of the certification letter or provide the certification number and expiration date.

☐ Minority-owned Business Enterprise (MBE)? Cert # _____ Expiration Date _____

☐ Woman-Owned Business Enterprise (WBE) Cert # _____ Expiration Date _____

☐ Disadvantaged Business Enterprise (DBE) Cert # _____ Expiration Date _____

☑ Oakland Certified Local Business Enterprise Cert # 1640 Expiration Date 08/13/2013

☐ Other _____ Cert # _____ Expiration Date _____

Part III: Ethnicity and Gender of Employees

			Male						Female					
Employment Category	Total Employees	Oakland Residents	African American	American Indian/Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other	African American	American Indian/ Alaskan Native	Asian/ Pacific Islander	Caucasian	Hispanic	Other
Project Management	7.00	1.00	0.00	0.00	1.00	3.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional	3.00	1.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
Technical	7.00	1.00	0.00	0.00	2.00	2.00	2.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
Clerical	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	2.00	1.00	0.00
Trades	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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

I declare under penalty of perjury that the foregoing is true and correct. Signature _____

Print Name Jim Wilson **Title** President/CEO **Date** 6/10/2013

Please be advised that the ethnicity and gender information contained in this Schedule D will be used for reporting and tracking purposes ONLY.

SCHEDULE E
PROJECT CONSULTANT TEAM LISTING

OAKLAND

Note:

For Professional Services Contracts Only - To be completed by prime consultants only. The prime herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

DATE: 1/25/2013

PRIME CONSULTANT: ACC Environmental Consultants, Inc.

SIGNED:

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Subconsultant	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender
On-Call Hazardous Materials Consulting Services	ACC Environmental Consultants, Inc.	7977 Capwell Drive, Suite 100 Oakland, CA 94621	(510) 638-8400	100%	X			C	M

Attach additional page(s) if necessary.

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

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

**** (M = Male) (F = Female)**

CITY OF OAKLAND

Schedule K

Pending Dispute Disclosure Form

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

Disclosure is required at the time bids, proposals or applications are due for any of the above-described contracts or transactions when an entity is responding to a competitive solicitation and at the commencement of negotiations when bids, proposals or applications are solicited by or submitted to the City in a non-bid or otherwise non-competitive process.

The disclosure requirement applies to pending disputes on other City and Agency contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland (2) could result in a new claim or new lawsuit against the City of Oakland or (3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland or Agency.

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.

Individuals, Businesses or other entities should respond below:

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland?

No [✓] **Yes** [ ] *(check one)*

2. If you answered "Yes", list existing and pending lawsuit(s) and claim(s) with the title and date of the contract, a brief description of the issues, officials or staff persons involved in the matter and the City or Agency department/division administering the contract.

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

_____

Administering Department/Division: _____

Issues: _____

_____

Contract Title: _____

Date: _____ Official(s), Staff person(s) involved: _____

_____

Administering Department/Division: _____

Issues: _____

_____

(check) [ ] **Additional Disputes listed on Attachment**

By signing below, I certify that all representations and disclosures made herein are true, correct and complete.

Signature: _____

Print Name: Jim Wilson

Title: President/CEO Date: _____

SCHEDULE M, Part A
INDEPENDENT CONTRACTOR QUESTIONNAIRE

PROJECT: **number - name** On-Call Hazardous Materials Consulting Services
CONTRACTOR: **name** ACC Environmental Consultants, Inc.
SSN# or Corporate Taxpayer ID# : 94-3002813

Please answer 'Yes' or 'No' to each question. The word "contract" refers to either construction or professional services for the project listed above.

ACC is a corporation.

If your company is a corporation, it is not necessary to complete the remainder of this form if you attach a copy of your firm's Certificate of Corporate Good Standing issued by the State of California. The certificate may be obtained at www.kepler.sos.ca.gov.

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

	Yes	No
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self employment purposes.		
21. Please indicate whether you object if the City decides to treat you as a short-term contract employee rather than an independent contractor and the reason for your objection.		

I verify that the responses above are true and correct.

Contractor Signature **Date** 6/10/2013

FOR CITY USE ONLY

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

City Attorney/Assistant City Attorney/ Deputy City Attorney **Date** 6/17/13

Business Entities (BE)

Online Services
- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources
- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts
- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, June 11, 2013. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	ACC ENVIRONMENTAL CONSULTANTS, INC.
Entity Number:	C1528550
Date Filed:	04/09/1986
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	7977 CAPWELL DR STE 100
Entity City, State, Zip:	OAKLAND CA 94621
Agent for Service of Process:	JAMES W WILSON
Agent Address:	7977 CAPWELL DR STE 100
Agent City, State, Zip:	OAKLAND CA 94621

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Modify Search **New Search** **Printer Friendly** **Back to Search Results**

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SCHEDULE M, Part B
INDEPENDENT CONTRACTOR QUESTIONNAIRE

PROJECT INFO: **TBD - On-Call Hazardous Materials Consulting Services**
CONTRACTOR: **ACC Environmental**
SSN# or Corporate Taxpayer ID# :

This document supplements Schedule M, Part A and is to be completed by the department requesting the contract. Please answer 'Yes' or 'No' to each question. The word "contract" refers to either construction or professional services for the project listed above.

---

1. Briefly describe the work to be performed by the Contractor. A wide range of professional environmental consulting services, on an as-needed basis, related to environmental assessment, remediation and compliance at properties that the City owns, operates or plans to acquire.

2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? Duties can be assigned.

3. Do you intend to give the Contractor instructions on how to do the work under the contract? Yes
   If yes, briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. A consultant assignment referencing a specific, agreed-upon, work proposal will be issued. Progress reports may be required as necessary. The work will not typically be physically overseen.

4. Will the Contractor's work end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? This is an on-call contract, funded by project funds on an as-needed basis. Work will be done on a variety of finite projects.

5. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). The Contractor will not be housed in City facilities, but most of the work done will be done on City sites, doing environmental tasks related to City needs.

6. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? Yes

7. If your response to No. 7 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) _____

8. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. Contractors will in some cases be paid on an hourly basis, using rates for each type of job duty as negotiated before the contract is finalized.

9. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe. Contractors will typically be paid on a total project basis with a not-to-exceed agreement based on their proposal for the work to be done and the staff rates to accomplish it.

10. Over how long a period of time will services under this contract be performed? Three years, with an option to extend.

11. Will the services require the Contractor's full-time attention for any given day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time. This is unknown, since it is an on-call, as-needed contract.

12. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. This is unknown but unusual.

13. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? Yes, invoicing is required to be detailed.

14. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? Yes, within the agreed-upon scope.

15. Is the City expecting the Contractor to put in a minimum number of hours per week on the project? This is unknown, since it's an on-call, as-needed contract.

16. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. This is unknown but unusual.

17. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below: The contracts are with firms with broad technical expertise and equipment, well beyond what any employee could provide.

I verify that the responses above are true and correct to the best of my knowledge.

Nancy Humphrey	NHumphrey	5/16/13
City Project Manager Name	**Signature**	**Date**

CITY OF OAKLAND

Schedule N

DECLARATION OF COMPLIANCE – LIVING WAGE ORDINANCE

The Oakland Living Wage Ordinance ("Ordinance"), codified in the Oakland Municipal Code, requires that employers under contract with the City to furnish services equal to or greater than $25,000 and recipients of City financial assistance equal to or greater than $100,000 shall pay their employees a prescribed minimum level of compensation for the time their employees work on City of Oakland contracts. The employer or recipient of City financial assistance agrees:

1. To pay their employees a Living Wage no less than $11.96 per hour with health benefits, or $13.75 per hour without benefits, and to provide annual increases effective July 1 each year, pursuant to Section 3-A "Wages" of the Ordinance and 3-C "Health Benefits" of the Ordinance.
2. To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.
3. To inform employees that he or she may be eligible for Earned Income Credit (EIC) and to provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include, but are not limited to, http://www.irs.gov for guidelines as prescribed by the Internal Revenue Service and the Earned Income Tax Outreach Kit at http://eitcoutreach.org.
4. To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
5. Not to retaliate against any employee claiming non-compliance with the provisions of this Ordinance and to comply with federal law prohibiting retaliation for union organizing.

Employment Questionnaire:	**Response**	**Comments**
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	22	
(2) How many permanent employees are paid above the Living Wage rate?	22	
(3) How many permanent employees are paid below the Living Wage rate?	0	
(4) Number of compensated days off per employee?	14	PTO Increases with Tenure.
(5) Number of trainees in your company?	0	Max PTO 24 Days.
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days?	0	

The undersigned authorized representative hereby obligates the proposer to the above stated conditions under penalty of perjury.

ACC Environmental Consultants, Inc.
Company Name

Signature of Authorized Representative

7977 Capwell Drive, Suite 100, Oakland, CA 94621
Address

Jim Wilson
Type or Print Name

(510) 638-8400
Phone

Date

President/CEO
Type or Print Title

Revised 4-23-13 CH

OAKLAND
1852 2002
Growing for Our 150 Years

Equal Benefits – Declaration of Nondiscrimination/Equal Access
(Completed by the Prime Contractor ONLY)

Section A. Vendor/Contractor/Consultant/CFAR[1] Information

Name of Company: ACC Environmental Consultants Inc.

Name of Company Contact: Jim Wilson

Address: 7977 Capwell Drive, Suite 100

City: Oakland State: CA Zip: 94621

Phone Number: 510-638-8400 Fax Number: 510-638-8404

Vendor Number: _____ Federal ID or Social Security Number: 94-3002813

Approximate Number of Employees in the U.S. 22

Are any of your employees covered by a collective bargaining agreement or union trust fund? ☐ Yes ☒ No

Union Name(s): None

Section B. Compliance

Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please check one) ☒ Yes ☐ No

Does your company provide or offer access to any benefits to employees with domestic partners[2]? (Please check one) ☒ Yes ☐ No

Section C. Compliance
Please check each benefit that applies

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

Signature: _____ Date: 6/10/2013

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

SCHEDULE O

CITY OF OAKLAND

CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS

FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone 238-7314 Project Spec No. na

Department PWA ESD Contract/Proposal Name RFQ - On Call Hazardous Materials Consulting Services

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

Contractor Name ACC Environmental Consultants, Inc. Phone 510 - 638 - 8400

Street Address 7977 Capwell Drive, Suite 100, Oakland, CA 94621 City Oakland, State CA Zip 94621

Type of Submission (check one) ☐ Bid ☐ Proposal ☑ Qualification ☐ Amendment

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

Individual or Business Name _____ Phone ___-___-___

Street Address _____ City _____, State ____ Zip ____

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

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

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

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

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

Signature _____ Date 1 /24 /2013

Jim Wilson
Print Name of Signer

President/CEO
Position

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

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

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

Revised 3/2/2009