

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF OAKLAND
AND SCHEIDT & BACHMANN USA, INC.**

This Professional Services Agreement ("Agreement") is entered into on this 17th, day of December 2010 ("Effective Date") by and between the CITY OF OAKLAND, a California municipal corporation, acting by and through its Finance and Management Agency ("City"), and SCHEIDT & BACHMANN USA, INC., a Delaware corporation ("Contractor").

RECITALS

WHEREAS, the City desires to provide a comprehensive Parking Access and Revenue Control System (PARCS) to automate certain City owned parking facilities within the City of Oakland; and

WHEREAS, the City's Purchasing Ordinance requires that the City conduct a competitive process (Request for Proposals/ Request for Qualifications) for professional services agreements in excess of \$25,000 [(OMC section 2.04.051(A)); and

WHEREAS, a competitive Request for Proposals for a PARCS ("System") was issued August 7, 2009 and three companies submitted proposals responsive to the City's request; and

WHEREAS, through both an internal and external rating process the proposal submitted by Contractor was determined to best meet the needs of the City; and

WHEREAS, Contractor is qualified and able to provide a garage automation and revenue control system for the City of Oakland within the requirements set forth by the City; and

WHEREAS, on July 20, 2010, the City Council of the City of Oakland authorized the City Administrator to negotiate and execute an agreement with Contractor; and

WHEREAS, Contractor is highly qualified to perform the services required hereunder by virtue of its substantial experience with large municipalities; and

WHEREAS, the parties hereto wish to enter into an agreement pursuant to which Contractor provides the System and services as described herein for the consideration and under the terms provided herein;

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties hereto covenant and agree as follows:

1. Exhibits

The articles and the exhibits set forth below are attached to and form a part of this

Agreement. In the event of any conflict in the definition or interpretation of any word, responsibility, service schedule, or contents of a deliverable product between the Agreement and exhibits, or between exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, then to Exhibit A, the System Design Document (SDD) and finally to **Exhibit J**, the City's Request for Proposals.

Exhibit A-	Systems Design Document
Exhibit B-	Vendor Proposal
Exhibit C –	Project Schedule
Exhibit D -	Vendor Scope of Work
Exhibit D1 -	Schedule of Values
Exhibit E	LBE/SLBE Requirements
Exhibit F	Insurance Requirements and Certificates
Exhibit G	Schedules (incl but not limited too)
	Schedule M
	Combined Schedule C-1, P, U, V
	Schedule N
	Equal Benefits – Declaration and Non Discrimination
	Ownership and Ethnicity Questionnaire
	Schedule D
	Schedule O
	Schedule E
	Schedule N-1
	Schedule R
	Certificate Amendment Domestic Partner Coverage
Exhibit H	
	Prompt Payment Forms
	Affidavit Reporting Subcon Payments
	Prompt Payment Compliance Investigation Form
	Exit Report and Affidavit
Exhibit I	Vendor Business Certificate
Exhibit J	City's RFP

2. Scope of Services

Contractor agrees to perform the services required by this Agreement and as specified in Contractor's proposal (**Exhibit A**), and to comply with all provisions of the City's RFP (**Exhibit B**). The Project Manager for the City shall be Noel Pinto, Director, Parking Operations Division or Designee. The Project Manager for Contractor will be Mr. Manuele La Torre.

3. Time of Performance

The period of performance under this Agreement shall be complete by date of final acceptance.

4. Compensation and Method of Payment

a. Contractor will be paid for performance of the entire scope of work as defined in Exhibit C in an amount not to exceed TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (US\$ 2,400,000), plus a contingency fee of ONE HUNDRED THOUSAND DOLLARS (\$100,000) ("Contingency Fee"), which may be used to cover change orders. Upon execution of this Agreement, City will pay Contractor TWO HUNDRED FORTY THOUSAND DOLLARS (US\$240,000) ("Retention Fee"), and will thereafter pay Contractor as provided in Section 4(b) below. Payment at the rates as stated in Exhibit D Schedule of Values shall be due upon completion of the services, at which time the Contractor shall submit an invoice. Invoices shall state a description of the services completed and the amount due minus the Retention Fee.

In the aggregate, progress payments will not exceed ninety percent (90%) of the total amount of the contract (not including the Contingency Fee), with the balance paid upon beneficial use of the respective parking lot. Progress, or other payments, will be based on at least equivalent services rendered, and will not be made in advance of services rendered.

b. To ensure control of expenditures and to improve the reporting of deliverables and services provided by Contractor and received by City, Contractor will submit to City's Project Manager a monthly invoice in accordance with Scope of Services of this Agreement, which shall include but is not limited to the following information: (1) Description of services and or deliverables rendered during the period; and (2) Detailed accounting of billable services rendered during the period. All invoices submitted by Contractor for payment must have the approval of City's Project Manager or her/his designee. Approval for payment will not be unreasonably withheld. If a portion of an invoice is disputed, City shall notify Contractor of the amount in dispute and shall approve for payment that portion of the invoice that is not in dispute. City will authorize payment for all sums not under dispute within thirty days of the receipt of the invoice.

c. City reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. For any change that does not significantly affect the scope of work as set forth in the Statement of Work, the period of performance, payments, or any term or conditions included under this Agreement, a Change Notice shall be prepared and signed by City's Contract Administrator and Contractor's Project Manager. For any revision that significantly affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated Modification to the Agreement shall be subject to approval of Council and executed by the respective authorized representatives of the Parties.

5. Independent Contractor

a. Rights and Responsibilities. It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's services hereunder. Contractor shall be solely responsible for all matters relating to the payment of his/her employees,

including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in **Exhibit A**.

b. Contractor's Qualifications. Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of The City. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all of the services required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete **Schedule M** ("Independent Contractor Questionnaire"), attached hereto.

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

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

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

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

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

6. Notices

The City's Project Manager, or her/his designee, shall execute all notices or demands authorized or required to be given under this Agreement on behalf of City. All notices of demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt; or when mailed by first class registered or certified mail, postage prepaid, addressed to City and/or Contractor at their addresses designated below; or at such other address that City or Contractor, as the case may be, shall have furnished in writing to the other.

If to City:

Noel Pinto
Director, Parking Division

City of Oakland
250 Frank Ogawa Plaza, Suite 6300
Oakland, CA 94612
510-986-2688

With a copy to:

John A. Russo
City Attorney
City of Oakland
1 Frank Ogawa Plaza, 6th Floor
Oakland, CA 94612
510-238-3601

If to Contractor:

Scheidt & Bachmann USA, Inc.
Kevin Austin
District Manager West Coast
Scheidt & Bachmann USA Inc.
26203 Production Avenue
Suite # 6
Hayward, CA 94545
510-670-0119
With a copy to:

John MacDonald
Vice President Administration
Scheidt & Bachmann USA Inc.
31 North Avenue
Burlington, MA 01890
781-272-1664

7. Proprietary of Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information disclosed by the City to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data. City will provide Contractor a written notification in case a public request concerning Contractor is filed. However, City will disclose information concerning Contractor only up to compliance with the limitations of laws.

8. Ownership of Results

Any interest of Contractor or its Subcontractors, in specifications, studies, reports, memoranda,

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

9. Copyright

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

10. Audit

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

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

c. In addition to the above, Contractor agrees to comply with all audit, inspection, record-keeping and fiscal reporting requirements set forth in **Schedule S, *Audit Inspection and Fiscal Reporting Requirements***, which is attached hereto and incorporated by reference.

11. Agents/Brokers

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

12. Assignment

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

13. Publicity

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

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

14. Title of Property

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

b. Contractor 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 Contractor shall immediately notify the Police Department, obtain a written police report and notify the City in accordance with the "Notice" section of this Agreement.

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

15. Insurance

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

16. 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 Council members, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnatee") from and against any and all liabilities, claims, lawsuits, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) excluding any indirect damages, losses and consequential

damages, 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 solely caused by Contractor under this Agreement;
- (iv) Claim for personal injury, bodily 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 above; and
- (vi) Claim of infringement or alleged violation of any United States patent right or copyright, trade secret, trade mark, 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 Indemnatee. 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 Indemnatee.

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 C hereof, or by any other provision of this Agreement. The liability and indemnity of City under this Agreement shall be limited to the payment of the grant to City in accord to the terms and conditions under this Agreement and shall exclude loss of profit and / or any liability whatsoever for consequential or indirect, incidental damages even if such damages are foreseeable.

h. In any case the liability and indemnification shall – irrespective of the legal reason – not exceed the actual damages incurred, and shall not exceed half of the value of the contract. The limitation in this Section 17(h) shall not apply to cases of intentional misconduct, malice, fraud, personal injury, bodily injury or death.

i. Contractor shall be liable for loss of data up to the extent of reconstruction of the data limited to cases where the loss of data had been solely caused by an intervention of Contractor or its representatives. In no event Contractor shall be liable for loss of data caused by third party interventions or modifications of Contractor's hard- and/or software.

17. Right to Offset Claims for Money

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

18. Termination on Notice

a. Either party shall have the right to terminate this Agreement without cause, at no cost, at any time by giving a minimum of one hundred sixty (160) days notice of such termination to the other party. In the event Oakland shall give such notice of termination, Contractor shall immediately cease rendering services pursuant to this Agreement or conform to such other reasonable schedule for "disengagement" as shall be approved by the Project Managers.

b. Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typing, printing, photocopying and every other means of recording, including pictures, drawings, sounds, symbols or combinations thereof.

c. Oakland shall have full ownership and control of all such Oakland peculiar writings delivered by Contractor pursuant to this Agreement.

d. Oakland shall pay Contractor the reasonable value of services rendered by Contractor pursuant to this Agreement; provided, however, that Oakland shall not in any manner be liable for lost profits that might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to Oakland such financial information as in the judgment of Oakland's Project Manager is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decisions of the Project Manager shall be final. However, the foregoing is cumulative and does not affect any right or remedy that either party may have in law or equity.

e. Notwithstanding the above, in the event of termination for cause by either party, the notice period will be one hundred sixty (160) calendar days after receipt of written notice by the Project Manager for either party. Cause shall be defined as a substantial breach of this Agreement (default) including, but not limited to, substantial departure from the Performance Standards

herein, payment obligations, of timely compliance with necessary data or information submissions that preclude the execution of this Agreement for a period exceeding nine calendar days. Cause shall not include *force majeure* or any event beyond the control of either party. Prior to declaration of a cureable default, the declaring party shall notify the other party by written notice of the alleged Contract breach, but also provide a reasonable cure period of not less than thirty (30) days, during which the other party shall proceed to correct the alleged default. If such breach can be reasonably proceeded to be cured within the cure period, then this should not be considered as default. The other party shall provide a cure plan and schedule within ten (10) working days to the declaring party. If the other party refuses to cure the alleged default unreasonably, the declaring party shall have the right to terminate for cause.

19. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising there from.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.
- iii. Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.
- iv. Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 *et seq.*, pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.
- v. Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matters already made by Contractor to City, that (1) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (2) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or

dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (a) for-profit business entity in which the official has a direct or indirect investment worth \$2,000 or more, (b) any real property in which the official has a direct or indirect interest worth \$2,000 or more, (c) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (d) any source of income or donors of gifts to the official (including nonprofit entities) if the income or value of the gift totaled more than \$500 the previous year.

Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 *et seq.*) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*).

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

b. No Waiver

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

c. Remedies and Sanctions

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

20. Non-Discrimination/Equal Employment Practices

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

Contractor agrees as follows:

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing **Schedule C-1** ("Declaration of Compliance with the Americans with Disabilities Act,") attached hereto and incorporated herein.
- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

- a. *Requirement* - There is a twenty percent (20%) minimum participation requirement for all professional services contracts \$50,000 or more. Contractors shall comply with the twenty percent (20%) local business participation requirement at a rate of ten percent (10%) local and 10% small local business participation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant (s) or a small local certified firm may meet the twenty percent requirement. A business must be certified by the City of Oakland in order to earn credit toward meeting the twenty percent requirement.
- b. *Good Faith Effort* - In light of the twenty percent requirement, good faith effort documentation is not necessary.
- c. *Incentives* - Upon satisfying the twenty 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 fifty percent participation of the total contract dollars attributable to local certified firms.
- d. *Banking* - The City will allow banking of credits for L/SLBE participation that exceeds fifty percent (50%) on a City funded project and will allow consultants to accumulate credits for hiring certified local businesses and certified small local businesses on non-city funded projects within a year of the City funded project. Banked credits will count toward achieving a

bid discount or preference points (up to 2%) on a City contract. The ability of firms to bank credits or hours on non-City projects will not be retroactive. Consultants will have one year to apply credits. A certificate validating banked credits must be issued by the City prior to the submittal or bid date.

- e. *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 Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the City Administrator's Office of Contract Compliance & Employment Services along with a copy of the final progress payment application.
- f. *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 Contract Compliance and Employment Services 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 .
- g. 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, Gender and Employment Questionnaire"), **Schedule E** ("Project Consultant Team"), attached and incorporated herein and made a part of this Agreement
- h. 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.
- i. 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.
- j. 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.

22. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000 annually, then Contractor must comply with the Oakland Living Wage Ordinance. The Living Wage Ordinance

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

- a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of \$10.83 with health benefits or \$12.45 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, Contractor 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 \$1.56 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.
- c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- d. Federal Earned Income Credit (EIC) – Contractors shall inform said employees that he or she may be eligible for EIC and shall provide forms to apply for advance EIC payments to eligible employees. There are several web sites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service and (2) The 2007 Earned Income Tax Outreach Kit: www.cbpp.or/eic2007.
- e. Contractor shall provide to all employees and to the Office of Contract Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.
- g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of Contract Compliance, on a quarterly basis, by March

31, June 30, September 30 and December 31 for the applicable compliance period. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

- h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to the Office of the City Administrator, Contract Compliance & Employment Services Division.

23. Equal Benefits Ordinance

- a. 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 contractors (consultants) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)
- b. The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars (\$25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.
- c. The Ordinance shall only apply to those portions of a contractor's operations that occur (1) within the city; (2) on real property outside the city if the property is owned by the city or if the city has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the city; and (3) elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor
- d. The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1 – Equal Benefits-Declaration of Nondiscrimination**.

24. City of Oakland Campaign Contribution Limits

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

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

25. Nuclear Free Zone Disclosure

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

26. 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.

27. Religious Prohibition

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

28. Business Tax Certificate

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

29. Abandonment of Project

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

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

30. 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.

31. Attorneys' Fees

If either party prevails against the other in a legal action concerning any aspect of this Agreement, such successful party shall be entitled to recover its reasonable attorney's fees and costs incurred in such action from the losing party.

32. Governing Law

This Agreement shall be governed by the laws of the State of California excluding the United Nations Convention for the Sale of Goods (CISG). Place of jurisdiction shall be Oakland, California.

33. Entire Agreement of the Parties

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

34. Modification

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

35. 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.

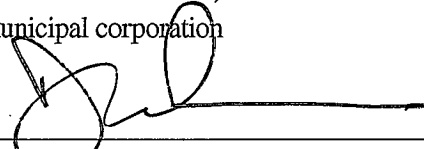
36. Time of the Essence

Time is of the essence in the performance of this Agreement. However, the parties agree upon the waiver of liquidated damages due to the favorable pricing.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY:

CITY OF OAKLAND,
a municipal corporation

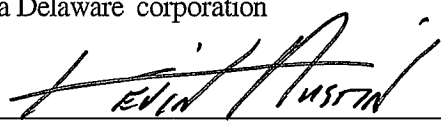


Dan Lindheim
City Administrator

Date: 12/20/10

CONTRACTOR:

SCHEIDT & BACHMANN USA, INC.,
a Delaware corporation



Kevin Austin
District Manager

Date: 12/17/2010

107133

Business Tax Certificate No.



Noel Pinto

Director, Parking Division

Date: 12/17/10

Approved as to form and legality:



Alix A. Rosenthal

Deputy City Attorney

82946 CMS

Resolution Number

Accounting Number

Exhibit A

System Design Document (SDD) dated January X, 2011

Exhibit B

Proposal of Scheidt & Bachmann USA, Inc.

Exhibit J

City of Oakland Request for Proposals dated August 7, 2009



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



Schedule U
"COMPLIANCE COMMITMENT AGREEMENT"

I have read the City of Oakland and Redevelopment Agency Local/Small Local Business Enterprise Program (L/SLBE) and that for the pertinent project, I have achieved the requirement of 20% L/SLBE participation, of which at minimum 10% has been allotted to Local Business Enterprises (LBE), and 10% has been allotted to Small Local Business Enterprises (SLBE); and that 20% 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 is located on the City's website at <http://cces.oaklandnet.com/cceshome/>.

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.

8/10/2010
Date

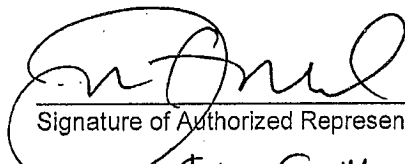
Schmidt & Bachmann USA, Inc
Company Name

31 North Avenue
Address

Burlington
City

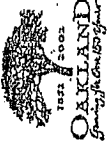
MA
State

01803
Zip


Signature of Authorized Representative
John C. MacDonald
Type or Print Name

Treasurer
Type or Print Title

781-272-1664 Ext. 225
Phone/Email



OWNERSHIP, ETHNICITY AND GENDER QUESTIONNAIRE

For use by all city agencies and departments for construction, procurement, and professional services contracts (including CFARs)

To be completed by the prime and subconsultants (including CFARs)

Part I: OWNERSHIP & ETHNICITY of PRIME:

Firm Name Scheidt & Bachmann USA, Inc. Contact Person John MacDonald Phone (781) 272-1664
Street Address 31 North Avenue City Burlington State MA Zip 01803 Federal ID # 75-2605586
City of Oakland Business License Number 12860035

(Please check one and explain below)

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

Not applicable, 100% of stock owned by Scheidt & Bachmann GmbH

Ownership Interests

All owners must be listed in this information

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

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 # _____ Expiration Date: _____
☐ Other Cert # _____ Expiration Date: _____

Part III: Ethnicity and Gender of Employees

Employment Category	Male						Female					
	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
Project Management	13	0				11						
Professional	39	0	3		2	26	1		1			2
Technical	60	0	5		4	38	8					1
Clerical	14	0				5	1				1	
Trades	12	0	1		4	5	1					1

National Information

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) 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 veterans 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 _____

Title Manager Date 2/5/2016

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

EXHIBIT D1

pg 1

Project: City of Oakland

APPLICATION AND CERTIFICATE FOR PAYMENT
CONTINUATION SHEET

Application No.: 6/30/2010										
Period To: 1 of 1										
Page:										
A	B	C	D	E	F	G	H	I		
Item No.	Description of Work	Unit Value	Value	Work Completed Previous Applications	This Period	Materials Presently Stored (not in D or E)	Total Comp & Stored To Date (D+E+F)	% (G/C)	Balance To Finish (C-G)	Retainage 10%
A Franklin Garage										
1	PGL30/C Chip Coin Dispenser	\$ 11,045.00	\$11,045.00	\$0.00		\$0.00	\$0.00	0%	\$11,045.00	\$0.00
2	Exit Verifier PL30/C	\$ 11,193.00	\$22,386.00	\$0.00		\$0.00	\$0.00	0%	\$22,386.00	\$0.00
3	AS Barrier Gate	\$ 4,200.00	\$12,600.00	\$0.00		\$0.00	\$0.00	0%	\$12,600.00	\$0.00
4	PKA30/C	\$ 48,992.00	\$97,984.00	\$0.00		\$0.00	\$0.00	0%	\$97,984.00	\$0.00
5	Lane UPS	\$ 2,820.00	\$2,820.00	\$0.00		\$0.00	\$0.00	0%	\$2,820.00	\$0.00
6	Open/Full Double Sided Sign	\$ 895.00	\$895.00	\$0.00		\$0.00	\$0.00	0%	\$895.00	\$0.00
7	Garage Traffic Light	\$ 610.00	\$1,220.00	\$0.00		\$0.00	\$0.00	0%	\$1,220.00	\$0.00
8	Intercom Equipment	\$ 4,210.00	\$4,210.00	\$0.00		\$0.00	\$0.00	0%	\$4,210.00	\$0.00
9	Network Equipment	\$ 2,200.00	\$2,200.00	\$0.00		\$0.00	\$0.00	0%	\$2,200.00	\$0.00
10	Installation Subcontractor	\$ 45,000.00	\$45,000.00	\$0.00		\$0.00	\$0.00	0%	\$45,000.00	\$0.00
11	Installation S & B	\$ 12,639.00	\$12,639.00	\$0.00		\$0.00	\$0.00	0%	\$12,639.00	\$0.00
B Dalziel Garage										
12	PGL30/C Chip Coin Dispenser	\$ 11,045.00	\$11,045.00	\$0.00		\$0.00	\$0.00	0%	\$11,045.00	\$0.00
13	Exit Verifier PL30/C	\$ 11,193.00	\$11,193.00	\$0.00		\$0.00	\$0.00	0%	\$11,193.00	\$0.00
14	AS Barrier Gate	\$ 4,200.00	\$8,400.00	\$0.00		\$0.00	\$0.00	0%	\$8,400.00	\$0.00
15	PKA30/C	\$ 48,992.00	\$48,992.00	\$0.00		\$0.00	\$0.00	0%	\$48,992.00	\$0.00
16	Pay 30/C	\$ 22,490.00	\$22,490.00	\$0.00		\$0.00	\$0.00	0%	\$22,490.00	\$0.00
17	Central Cashier	\$ 13,150.00	\$13,150.00	\$0.00		\$0.00	\$0.00	0%	\$13,150.00	\$0.00
18	Garage Door HID Reader	\$ 6,680.00	\$6,680.00	\$0.00		\$0.00	\$0.00	0%	\$6,680.00	\$0.00
19	Lane UPS	\$ 2,820.00	\$2,820.00	\$0.00		\$0.00	\$0.00	0%	\$2,820.00	\$0.00
20	Open/Full Double Sided Sign	\$ 895.00	\$895.00	\$0.00		\$0.00	\$0.00	0%	\$895.00	\$0.00
21	Garage Traffic Light	\$ 610.00	\$1,220.00	\$0.00		\$0.00	\$0.00	0%	\$1,220.00	\$0.00
22	Intercom Equipment	\$ 4,420.00	\$4,420.00	\$0.00		\$0.00	\$0.00	0%	\$4,420.00	\$0.00
23	Network Equipment	\$ 2,200.00	\$2,200.00	\$0.00		\$0.00	\$0.00	0%	\$2,200.00	\$0.00
24	Installation Subcontractor	\$ 60,000.00	\$60,000.00	\$0.00		\$0.00	\$0.00	0%	\$60,000.00	\$0.00
25	Installation S & B	\$ 5,029.00	\$5,029.00	\$0.00		\$0.00	\$0.00	0%	\$5,029.00	\$0.00
C Telegraph Garage										
26	PGL30/C Chip Coin Dispenser	\$ 11,045.00	\$22,090.00	\$0.00		\$0.00	\$0.00	0%	\$22,090.00	\$0.00
27	Exit Verifier PL30/C	\$ 11,193.00	\$22,386.00	\$0.00		\$0.00	\$0.00	0%	\$22,386.00	\$0.00
28	AS Barrier Gate	\$ 4,200.00	\$16,800.00	\$0.00		\$0.00	\$0.00	0%	\$16,800.00	\$0.00
29	PKA30/C	\$ 48,992.00	\$48,992.00	\$0.00		\$0.00	\$0.00	0%	\$48,992.00	\$0.00
30	Pay 30/C	\$ 22,490.00	\$22,490.00	\$0.00		\$0.00	\$0.00	0%	\$22,490.00	\$0.00
31	Lane UPS	\$ 2,820.00	\$2,820.00	\$0.00		\$0.00	\$0.00	0%	\$2,820.00	\$0.00
32	Open/Full Double Sided Sign	\$ 895.00	\$1,790.00	\$0.00		\$0.00	\$0.00	0%	\$1,790.00	\$0.00
33	Garage Traffic Light	\$ 610.00	\$1,220.00	\$0.00		\$0.00	\$0.00	0%	\$1,220.00	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT
CONTINUATION SHEET

44	1	Intercom Equipment	\$	5,250.00	\$5,250.00	\$0.00	\$0.00	0%	\$0.00	\$5,250.00	\$0.00
45	1	Network Equipment	\$	2,200.00	\$2,200.00	\$0.00	\$0.00	0%	\$0.00	\$2,200.00	\$0.00
46	1	Installation Subcontractor	\$	56,000.00	\$56,000.00	\$0.00	\$0.00	0%	\$0.00	\$56,000.00	\$0.00
47	1	Installation S & B	\$	13,231.00	\$13,231.00	\$0.00	\$0.00	0%	\$0.00	\$13,231.00	\$0.00
D		Pacific Renaissance Garage									
88	3	PGL30/C Chip Coin Dispenser	\$	11,045.00	\$33,135.00	\$0.00	\$0.00	0%	\$0.00	\$33,135.00	\$0.00
89	3	Exit Verifier PL30/C	\$	11,193.00	\$33,579.00	\$0.00	\$0.00	0%	\$0.00	\$33,579.00	\$0.00
90	6	AS Barrier Gate	\$	4,200.00	\$25,200.00	\$0.00	\$0.00	0%	\$0.00	\$25,200.00	\$0.00
91	1	PKA30/C	\$	48,992.00	\$48,992.00	\$0.00	\$0.00	0%	\$0.00	\$48,992.00	\$0.00
92	2	Pay 30/C	\$	22,490.00	\$44,980.00	\$0.00	\$0.00	0%	\$0.00	\$44,980.00	\$0.00
93	1	Central Cashier	\$	13,150.00	\$13,150.00	\$0.00	\$0.00	0%	\$0.00	\$13,150.00	\$0.00
94	1	Garage Door HID Reader	\$	6,680.00	\$6,680.00	\$0.00	\$0.00	0%	\$0.00	\$6,680.00	\$0.00
95	1	Lane UPS	\$	2,820.00	\$2,820.00	\$0.00	\$0.00	0%	\$0.00	\$2,820.00	\$0.00
96	2	Open/Full Single Sided Sign	\$	492.00	\$984.00	\$0.00	\$0.00	0%	\$0.00	\$984.00	\$0.00
97	3	Garage Traffic Light	\$	610.00	\$1,830.00	\$0.00	\$0.00	0%	\$0.00	\$1,830.00	\$0.00
98	1	Intercom Equipment	\$	5,800.00	\$5,800.00	\$0.00	\$0.00	0%	\$0.00	\$5,800.00	\$0.00
99	1	Network Equipment	\$	2,200.00	\$2,200.00	\$0.00	\$0.00	0%	\$0.00	\$2,200.00	\$0.00
100	1	Installation Subcontractor	\$	85,000.00	\$85,000.00	\$0.00	\$0.00	0%	\$0.00	\$85,000.00	\$0.00
101	1	Installation S & B	\$	21,811.00	\$21,811.00	\$0.00	\$0.00	0%	\$0.00	\$21,811.00	\$0.00
E		1200 Harrison Street Garage									
52	1	PGL30/C Chip Coin Dispenser	\$	11,045.00	\$11,045.00	\$0.00	\$0.00	0%	\$0.00	\$11,045.00	\$0.00
53	2	Exit Verifier PL30/C	\$	11,193.00	\$22,386.00	\$0.00	\$0.00	0%	\$0.00	\$22,386.00	\$0.00
54	3	AS Barrier Gate	\$	4,200.00	\$12,600.00	\$0.00	\$0.00	0%	\$0.00	\$12,600.00	\$0.00
55	1	PKA30/C	\$	48,992.00	\$48,992.00	\$0.00	\$0.00	0%	\$0.00	\$48,992.00	\$0.00
56	1	Pay 30/C	\$	22,490.00	\$22,490.00	\$0.00	\$0.00	0%	\$0.00	\$22,490.00	\$0.00
57	1	Lane UPS	\$	2,820.00	\$2,820.00	\$0.00	\$0.00	0%	\$0.00	\$2,820.00	\$0.00
58	1	Open/Full Single Sided Sign	\$	492.00	\$492.00	\$0.00	\$0.00	0%	\$0.00	\$492.00	\$0.00
59	2	Garage Traffic Light	\$	610.00	\$1,220.00	\$0.00	\$0.00	0%	\$0.00	\$1,220.00	\$0.00
60	1	Intercom Equipment	\$	5,800.00	\$5,250.00	\$0.00	\$0.00	0%	\$0.00	\$5,250.00	\$0.00
61	1	Network Equipment	\$	2,200.00	\$2,200.00	\$0.00	\$0.00	0%	\$0.00	\$2,200.00	\$0.00
62	1	Installation Subcontractor	\$	53,000.00	\$53,000.00	\$0.00	\$0.00	0%	\$0.00	\$53,000.00	\$0.00
63	1	Installation S & B	\$	13,913.00	\$13,913.00	\$0.00	\$0.00	0%	\$0.00	\$13,913.00	\$0.00
F		Clay Street Garage									
64	1	PGL30/C Chip Coin Dispenser	\$	11,045.00	\$11,045.00	\$0.00	\$0.00	0%	\$0.00	\$11,045.00	\$0.00
65	2	Exit Verifier PL30/C	\$	11,193.00	\$22,386.00	\$0.00	\$0.00	0%	\$0.00	\$22,386.00	\$0.00
66	3	AS Barrier Gate	\$	4,200.00	\$12,600.00	\$0.00	\$0.00	0%	\$0.00	\$12,600.00	\$0.00
67	1	PKA30/C	\$	48,992.00	\$48,992.00	\$0.00	\$0.00	0%	\$0.00	\$48,992.00	\$0.00
68	1	Pay 30/C	\$	22,490.00	\$22,490.00	\$0.00	\$0.00	0%	\$0.00	\$22,490.00	\$0.00
69	1	Central Cashier	\$	13,150.00	\$13,150.00	\$0.00	\$0.00	0%	\$0.00	\$13,150.00	\$0.00
70	1	Lane UPS	\$	2,820.00	\$2,820.00	\$0.00	\$0.00	0%	\$0.00	\$2,820.00	\$0.00
71	1	Open/Full Double Sided Sign	\$	895.00	\$895.00	\$0.00	\$0.00	0%	\$0.00	\$895.00	\$0.00
72	2	Garage Traffic Light	\$	610.00	\$1,220.00	\$0.00	\$0.00	0%	\$0.00	\$1,220.00	\$0.00
73	1	Intercom Equipment	\$	4,420.00	\$4,420.00	\$0.00	\$0.00	0%	\$0.00	\$4,420.00	\$0.00
74	1	Network Equipment	\$	2,200.00	\$2,200.00	\$0.00	\$0.00	0%	\$0.00	\$2,200.00	\$0.00
75	1	Installation Subcontractor	\$	72,000.00	\$72,000.00	\$0.00	\$0.00	0%	\$0.00	\$72,000.00	\$0.00
76	1	Installation S & B	\$	4,083.00	\$4,083.00	\$0.00	\$0.00	0%	\$0.00	\$4,083.00	\$0.00
		City Center West Garage									

APPLICATION AND CERTIFICATE FOR PAYMENT
CONTINUATION SHEET

Project: City of Oakland

77	4	PGL30/C Chip Coin Dispenser	\$	11,045.00	\$44,180.00	\$0.00	\$0.00	0%	\$44,180.00	\$0.00
78	4	Exit Verifier PL30/C	\$	11,193.00	\$44,772.00	\$0.00	\$0.00	0%	\$44,772.00	\$0.00
79	13	AS Barrier Gate	\$	4,200.00	\$54,600.00	\$0.00	\$0.00	0%	\$54,600.00	\$0.00
80	2	PKA30/C	\$	48,992.00	\$97,984.00	\$0.00	\$0.00	0%	\$97,984.00	\$0.00
81	2	Pay 30/C	\$	22,490.00	\$44,980.00	\$0.00	\$0.00	0%	\$44,980.00	\$0.00
82	1	Central Cashier	\$	13,150.00	\$13,150.00	\$0.00	\$0.00	0%	\$13,150.00	\$0.00
83	5	Garage Door HID Reader	\$	6,680.00	\$33,400.00	\$0.00	\$0.00	0%	\$33,400.00	\$0.00
84	4	Lane UPS	\$	2,820.00	\$11,280.00	\$0.00	\$0.00	0%	\$11,280.00	\$0.00
85	4	Garage Traffic Light	\$	610.00	\$2,440.00	\$0.00	\$0.00	0%	\$2,440.00	\$0.00
86	1	Intercom Equipment	\$	7,390.00	\$7,390.00	\$0.00	\$0.00	0%	\$7,390.00	\$0.00
87	1	Network Equipment	\$	3,600.00	\$3,600.00	\$0.00	\$0.00	0%	\$3,600.00	\$0.00
88	1	Installation Subcontractor	\$	125,000.00	\$125,000.00	\$0.00	\$0.00	0%	\$125,000.00	\$0.00
89	1	Installation S & B	\$	34,662.00	\$34,662.00	\$0.00	\$0.00	0%	\$34,662.00	\$0.00
H		Office Hardware and Software								
90	1	Office Hardware	\$	82,450.00	\$82,450.00	\$0.00	\$0.00	0%	\$82,450.00	\$0.00
91	1	Intercom Server	\$	7,440.00	\$7,440.00	\$0.00	\$0.00	0%	\$7,440.00	\$0.00
92	1	T1 Network Devices	\$	17,500.00	\$17,500.00	\$0.00	\$0.00	0%	\$17,500.00	\$0.00
I	1	Project Management	\$	183,510.00	\$183,510.00	\$0.00	\$0.00	0%	\$183,510.00	\$0.00
J	1	Warranty	\$	81,410.00	\$81,410.00	\$0.00	\$0.00	0%	\$81,410.00	\$0.00
K	1	Taxes	\$	165,443.00	\$165,443.00	\$0.00	\$0.00	0%	\$165,443.00	\$0.00
L	1	Discount	\$	(262,863.00)	-\$262,863.00	\$0.00	\$0.00	0%	-\$262,863.00	\$0.00
M	1	Contingency Fee	\$	240,000.00	\$240,000.00	\$0.00	\$0.00	0%	\$240,000.00	\$0.00
N		Change Orders								

BASE BID TOTAL	\$2,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,400,000.00	\$0.00
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For Professional Services Contracts Only - To be completed by prime consultant's only.

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

Date 010719121

Company Name: Schmidt & Bachman WA Inc

Spared:

[illegible]

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) (AA=Asian Indian) (AA=Asian Pacific) (C=Caucasian) (E=Hispanic) (N=Native American) (O=Other) (NT=Not Listed)

*** (H = Male) (F = Female)



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/08/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 10603646	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Scheidt & Bachmann USA Inc 31 North Avenue Burlington MA 018030000 USA	INSURER A: Charter Oak Fire Ins Co 25615	
	INSURER B: The Travelers Indemnity Co. 25658	
	INSURER C: XL Insurance America Inc 24554	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570040999871

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		US00010045LI10A	01/01/2010	01/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp \$500		Y 810 9199C532 COF 10 AOS BA 2302P124 COF 10 TX	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION	OCCUR CLAIMS-MADE				EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	YUB8427C67610	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oakland, its Council members, directors, officers, agents and employees are included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, per the applicable endorsement with respect to the General Liability policy. A Waiver of Subrogation is granted in favor of City of Oakland and its Council

CERTIFICATE HOLDER
CANCELLATION

City of Oakland 250 Frank H. Ogawa Plaza, Ste. 4314 Oakland CA 94612 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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Holder Identifier:

Certificate No : 570040999871



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Scheidt & Bachmann USA Inc	
POLICY NUMBER See Certificate Number: 570040999871			
CARRIER See Certificate Number: 570040999871	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

members, officers, directors and employees as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability and Workers' Compensation policies.

EXHIBIT I

THIS DOCUMENT HAS A TRUE DOCUMENT WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

CITY OF OAKLAND
BUSINESS TAX CERTIFICATE

ACCOUNT NUMBER 28006878

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 laws of the City of Oakland and any other of its laws.

EXPIRATION DATE 12/31/2010

BUSINESS LOCATION 31 NORTH AVE
 BURLINGTON, MA 01803-3305

BUSINESS TYPE H Construction Contractors

NAME SCHEIDT & BAGHMANN USA INC

MAILING ADDRESS 31 NORTH AVE
 BURLINGTON, MA 01803-3305

Public information from an owner's name to be confidentially posted.

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

A BUSINESS TAX
 CERTIFICATE IS REQUIRED
 FOR EACH BUSINESS
 LOCATION AND IS NOT
 VALID FOR ANY OTHER
 ADDRESS.

YOU MAY BE REQUIRED
 TO OBTAIN A VALID
 ZONING CLEARANCE TO
 OPERATE YOUR BUSINESS.
 LEGALLY, RENTAL OF
 REAL PROPERTY IS
 EXCLUDED FROM ZONING.

**INDEPENDENT CONTRACTOR QUESTIONNAIRE
(TO BE COMPLETED BY PROFESSIONAL SERVICES CONSULTANTS AND NON-PROFIT ORGANIZATIONS)**

FOR CITY USE ONLY

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

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

PART A: INDEPENDENT CONTRACTOR QUESTIONNAIRE TO BE COMPLETED BY PROPOSED CONTRACTOR

Name of Contractor Scheidt & Bachmann USA, Inc.
SSN or Corporate Taxpayer ID No. of Contractor 75-2605586

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet.

The word contract refers to the agreement the City is contemplating entering into with you.

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

	Yes	No
1. Have you performed services for the City in any year(s) prior to 2000? If yes, please indicate which years.		<input checked="" type="checkbox"/>
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. <u>A Scope of Work and System Design Document is included in the contract documents.</u>	<input checked="" type="checkbox"/>	
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed. _____ _____	<input checked="" type="checkbox"/>	
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. <u>104 weeks including warranty.</u>	<input checked="" type="checkbox"/>	
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. _____		<input checked="" type="checkbox"/>

**INDEPENDENT CONTRACTOR QUESTIONNAIRE
(TO BE COMPLETED BY PROFESSIONAL SERVICES CONSULTANTS AND NON-PROFIT ORGANIZATIONS)**

	Yes	No
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). 3/12/17		
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. HAND TOOLS (Telco Equipment)	X	
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		X
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any unreimbursable out-of-pocket expenses in the performance of the contract with the City? If yes, please describe. 		X
10. Do you have federal and state employer identification numbers? If so, please provide these numbers. 75-2605586 Sales Tax # 107133	X	
11. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed. City of Walnut Creek	X	
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. Memphis International Airport / Las Vegas International Airport	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy. 		X
14. Do you have your own employees to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.) 	X	
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. 		X
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. 26203 Production Avenue, Hayward CA, 94545	X	
17. With regard to the following, please indicate whether you have: a. an existing business letterhead? (please attach)	X	

INDEPENDENT CONTRACTOR QUESTIONNAIRE
(TO BE COMPLETED BY PROFESSIONAL SERVICES CONSULTANTS AND NON-PROFIT ORGANIZATIONS)

	Yes	No
b. an existing business phone number other than your home number? (please indicate # along with area code) <u>510-670-0119</u>	<input checked="" type="checkbox"/>	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		<input checked="" type="checkbox"/>
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.		<input checked="" type="checkbox"/>
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?	<input checked="" type="checkbox"/>	
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. <u>Contractor license # 788753</u>	<input checked="" type="checkbox"/>	
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. <u>N/A</u>		<input checked="" type="checkbox"/>

I VERIFY THAT THE RESPONSES ABOVE ARE TRUE AND CORRECT.


Date 12/8/2010 Contractor

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

We are a corporation.



DECLARATION OF COMPLIANCE - LIVING WAGE ORDINANCE

(For use by all city agencies and departments for procurement, and professional services contracts)
To be completed by the prime and subconsultants (including CFARs)

The Oakland Living Wage Ordinance (the "Ordinance"). Codified as Oakland Municipal Code provides that certain employers under contracts for the furnishing of services to or for the City that involve an expenditure equal to or greater than \$25,000 and certain recipients of City financial assistance that involve receipt of financial assistance equal to or greater than \$100,000 shall pay a prescribed minimum level of compensation to their employees for the time their employees work on City of Oakland contracts. The Redevelopment Agency of the City of Oakland adopted the City's Living Wage policy as its own policy Agency Resolution No. 98-13 C.M.S.

The contractor or city financial assistance recipient (CFAR) further agrees:

To pay employees a wage no less than the minimum initial compensation of \$10.83 per hour with health benefits, as described in Section 3-C "Health Benefits" of the Ordinance, or otherwise \$12.45 per hour, and to provide for the annual increase pursuant to Section 3-A "Wages" of the Ordinance.

(a) To provide at least twelve compensated days off per year for sick leave, vacation or personal necessity at the employees request, and, at least ten additional days per year of uncompensated time off pursuant to Section 3- B "Compensated Days Off" of the Ordinance.

(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 \$1.62 per hour. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

(b) To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist you. Web sites include but are not limited to: (1) <http://www.irs.gov>, for current guidelines as prescribed by the Internal Revenue Service and (2) the 2008 Earned Income Tax Outreach Kit <http://www.cbpp.org/elc2008/>

(d) 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; and

(e) 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.

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

Scheidt 3 Bachmann CESA Inc

Company Name

31 North Avenue Burlington MA

Address

781

Area Code

272-1600

Phone

01/31/2010

Date

Signature of Authorized Representative

John C. MacDonald

Type or Print Name

Treasurer

Type or Print Title

Employment Questionnaire

Please provide responses to the following questions:

Item No.	DESCRIPTION	RESPONSE	COMMENTS
1.	*How many permanent employees are employed with your company. (If less than 5 employees stop here)	158	nation-wide
2.	How many of your permanent employees are paid above the Living Wage rate.	158	
	How many of your permanent employees are paid below the Living Wage rate.	0	Fall semester internship
3.	Number of compensated days off per employee (Refer to item "a" on the other side of the form for the correct number of compensated days off.	≥ 27	
4.	Number of trainees in your company?	0	
5.	Number of employees who are 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	Fall semester internship



EQUAL BENEFITS DECLARATION OF NONDISCRIMINATION

For use by all city agencies and departments for procurement, professional services (including CFARs) and construction contracts. ¹
To be completed by the prime contractor/consultant.

Section A. Vendor/Contractor/Consultant/*CFAR Information

- 1 Name of Company Scheidt & Bachmann USA, Inc
- 2 Name of Company Contact John MacDonald
- 3 Phone Number 781-272-1664 Fax Number 781-272-1654
- 4 Vendor Number (If Known) _____ Federal ID or Social Security # 75-2605586
- 5 Approximate Number of Employees in the U.S. 159
- 6 Are any of your employees covered by a collective bargaining agreement or union trust fund? Yes ☐ No ☒
- 7 Union Name(s) N/A

Section B. Compliance Questions

- 1 Does your company provide or offer access to benefits for employees and their spouses.
Yes ☒ or No ☐ (please check one)
- 2 Does your company provide or offer access to benefits for employees and their domestic partners.
Yes ☒ or No ☐ (please check one)

Questions B1 & B2 should be answered YES; even if your employees must pay some or all of the cost of spousal or domestic partner benefits.

Section C. Compliance Questions

- 3 Please check each benefit that applies to answers 1 & 2 above and list as "other" any additional benefits not listed below. Some benefits (i.e. bereavement leave) are provided to employees because they have a spouse or domestic partner. Other benefits (i.e. medical insurance) are provided directly to the spouse or domestic partner.

	Benefit	Yes, this benefit is offered to Employees only	Yes, this benefit is offered to Employees and their Spouses	Yes, this benefit is offered to Employees and their Domestic Partners	No this benefit is not offered at all	Yes, documents were submitted for this benefit.
a	Health	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	Dental	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c	Vision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d	Retirement (Pension, 401(k), etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e	Bereavement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f	Family Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g	Parental Leave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h	Employee Assistance Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
l	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
m	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

* CFAR is a City Financial Assistance Recipient

** The term "Domestic Partner" is defined as same-or opposite-sex couples registered with a state or local government domestic partnership registry.



EQUAL BENEFITS DECLARATION OF NONDISCRIMINATION

For use by all city agencies and departments for procurement, professional services (including CFARs) and construction contracts. To be completed by the prime contractor/consultant.

Section D. Submitting Documents to Support Compliance Determinations

Please remember: Copies of documents must be submitted to justify each benefit marked under Section B-3. above. Your company can not be certified as complying with the City's Equal benefits Ordinance without proper documentation. For example, to document medical insurance, submit a statement from your insurance provider or a copy of the eligibility section from your plan document. To document leave programs, submit a copy of your company's employee handbook. If documentation of a particular benefit does not exist, attach an explanation. For more information please call the designated agency contract administrator or project manager.

Section E. Winning Compliance Through Reasonable Measures

Business owner, please note: If you can not offer a benefit in a nondiscriminatory manner because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent, submit a completed Reasonable Measures Application Form with all necessary attachments, and have your application approved by the City. For more information, the contract administrator or project manager holds the appropriate Reasonable Measures Application Form.

**Effective January 1, 2002, Assembly Bill 25. Domestic Partner Coverage requires carriers to offer domestic partner (DP) coverage to employer groups under the same terms and conditions as coverage provided to dependents of the employee.*

Section F. Substantial Compliance

A temporary compliance status is available for contractors that have indicated a willingness to comply but have requested additional time within which to fulfill all compliance requirements. Under this scenario, the contractor may enter into contracts with the City before the compliance process is completed. Substantial compliance status may be awarded to a contractor at the discretion of the City staff, within certain parameters.

Section G. Declaration of Non-Discrimination

① Declaration:

I hereby declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

② Date & Address

2 1 3 1 2010
 Month Date Year
31 North Avenue
 Address
Burlington 1 MA 01803
 (City) (State)

③ Signature

④ Name of Signatory (please print)

Did you submit supporting documentation for each benefit offered? Yes ☒ No ☐ (please check one)

John C. MacDonnell



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name Scheidt & Bachmann USA, Inc Phone 781.272.1664
31 North Avenue Burlington MA 01803
 Street Address _____ City _____ State _____ Zip _____

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

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

Individual or Business Name Scheidt & Bachmann USA, Inc Phone 781.272.1664

Street Address 31 North Avenue City Burlington State MA Zip 01803

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

John C. MacDonald

Print Name of Signer

Date

2/3/2010

Position

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

Date Received by City: / / By _____

Date Entered on Contractor Database: / / By _____

CERTIFICATE AMENDMENT
DOMESTIC PARTNER COVERAGE

The definition of a **DEPENDENT** is amended to include your Domestic Partner. Your Domestic Partner may be enrolled for Dependent coverage under the Policy, in the same manner as a Spouse.

DEFINITION. "**Domestic Partner**" means your partner, of the same or the opposite sex, when all of the following conditions are met. You and your partner:

- (1) are not under age 18; mentally incompetent; legally married to someone else; or related to the other by blood, to a degree that would bar legal marriage.
- (2) have not been in another Domestic Partner relationship within the prior 12 months.
- (3) are living together as each other's sole Domestic Partner; and intend to do so indefinitely.
- (4) are jointly responsible for each other's welfare and financial obligations, including basic living expenses.
- (5) are in an exclusive, committed homosexual or heterosexual relationship with each other.

PROOF. To be eligible for Domestic Partner Coverage under the Policy, you and your Domestic Partner may be required to furnish one or more of the following:

- (1) driver's licenses or passports showing a joint residence;
- (2) canceled rent checks, a joint-tenancy lease or jointly-held mortgage;
- (3) federal income tax return(s) listing one as a dependent of the other;
- (4) titles to real or personal property, joint bank account statements or joint loans;
- (5) copies of domestic partner registration papers or civil union documents, if available; or
- (6) any other evidence which the Company may reasonably request to show joint residency and joint financial responsibilities.

ELIGIBILITY. You become eligible for Domestic Partner Coverage on the latest of:

- (1) the effective date of this Domestic Partner Coverage amendment;
- (2) the date you become eligible for Personal Insurance under the Policy; or
- (3) 12 months after the previous domestic partner relationship ends.

You may then make written application for Dependents Insurance, in accord with the terms of the Policy.

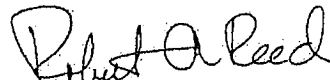
TERMINATION. A domestic partnership may end due to a partner's death, change in residency or financial arrangements, or for other reasons. When the domestic partnership ends for any reason, you:

- (1) must give the Employer written notice within 30 days after the partnership ends; and
- (2) may not enroll a new Domestic Partner for 12 months following that notice.

TAX AND LEGAL EFFECTS. You should seek counseling concerning the tax and legal effects of enrolling for Domestic Partner Coverage.

This amendment takes effect on your effective date coverage under the Policy; whichever is later. In all other respects, this Certificate remains the same.

JEFFERSON PILOT FINANCIAL INSURANCE COMPANY



Officer of the Company

Subscriber: A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a Subscriber (for Subscriber eligibility requirements, see "Who Is Eligible" in the "Dues, Eligibility, and Enrollment" section).

Dues, Eligibility, and Enrollment

Dues

Your Group is responsible for paying Dues. If you are responsible for any contribution to the Dues, your Group will tell you the amount and how to pay your Group (through payroll deduction, for example).

Who Is Eligible

To enroll and to continue enrollment, you must meet all of the eligibility requirements described in this "Who Is Eligible" section.

Group eligibility requirements

You must meet your Group's eligibility requirements that we have approved. Your Group is required to inform Subscribers of its eligibility requirements, such as the minimum number of hours that employees must work. Please note that your Group might not allow enrollment to some persons who meet the requirements described under "Service Area eligibility requirements" and "Additional eligibility requirements" below.

Service Area eligibility requirements

The Subscriber must live or work in our Service Area at the time he or she enrolls. The "Definitions" section describes our Service Area and how it may change. You cannot enroll or continue enrollment as a Subscriber or Dependent if you live in or move to a Region outside California except as described below. If you move anywhere else outside our Service Area after enrollment, you can continue your membership as long as you meet all other eligibility requirements. However, you must receive covered Services from Plan Providers inside our Service Area, except as described in the following sections about:

- Emergency ambulance Services, described under "Ambulance Services" in the "Benefits, Copayments, and Coinsurance" section
- Emergency Care, Post-stabilization Care, and Out-of-Area Urgent Care, in the "Emergency, Urgent, and Routine Care" section

- Getting a referral, in the "How to Obtain Services" section

Regions outside California. If you live in or move to the service area of a Region outside California, you are not eligible for membership under this *EOC* (unless one of the exceptions listed below applies to you). Please contact your Group's benefits administrator to learn about your Group health care options. You may be able to enroll in the new service area if there is an agreement between your Group and that Region, but the coverage, dues, and eligibility requirements might not be the same.

Exceptions — This restriction does not apply to a Subscriber who works inside our Service Area or to the Subscriber's or the Subscriber's Spouse's children.

For the purposes of this eligibility rule, the service areas of the Regions outside California may change on January 1 of each year and are currently the District of Columbia and parts of Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington. For more information, please call our Member Service Call Center.

Note: You may be able to receive certain care if you are visiting a service area in another Region. See "Visiting other Regions" in the "How to Obtain Services" section for information.

Southern California Region's service area. If you live in or are moving to our Southern California Region's service area, please contact your Group's benefits administrator to learn about your Group health care options. Your Group may have an arrangement with us that permits membership in the Southern California Region, but the coverage, dues, and eligibility requirements might not be the same as under this *EOC*.

Additional eligibility requirements

You may be eligible to enroll as a Subscriber if you are:

- An employee of your Group
- A proprietor or partner of your Group
- Otherwise entitled to coverage under a trust agreement, retirement benefit program, or employment contract (unless the IRS considers you self-employed)

If you are a Subscriber, the following persons may be eligible to enroll as your Dependents:

- Your Spouse. For the purposes of this *EOC*, the term "Spouse" includes your registered domestic partner who meets all the requirements of Section 297 of the California Family Code, or your domestic partner in

accord with your Group's requirements, if any, that we approve in writing

- Your or your Spouse's unmarried children (including adopted children or children placed with you for adoption) who are under age 19, or under age 23 if a student as defined by your Group
- Other unmarried dependent persons (but not including foster children) who meet all of the following requirements:
 - ♦ they are under age 19, or under age 23 if a student as defined by your Group
 - ♦ they receive all of their support and maintenance from you or your Spouse
 - ♦ they permanently reside with you (the Subscriber)
 - ♦ you or your Spouse is the court-appointed guardian (or was before the person reached age 18) or the person's parent is an enrolled Dependent under your family coverage
- Dependents who meet the Dependent eligibility requirements, except for the age limit, may be eligible if they meet all the following requirements:
 - ♦ they are incapable of self-sustaining employment because of mental retardation or physical handicap that occurred prior to reaching the age limit for Dependents
 - ♦ they receive substantially all of their support and maintenance from you or your Spouse
 - ♦ you give us proof of their incapacity and dependency within 31 days after we request it

Persons barred from enrolling

- You cannot enroll if you have had your entitlement to receive Services through Health Plan terminated for cause
- You cannot enroll if you have had your entitlement to receive Services through Health Plan terminated for failure to pay any amounts, other than individual (nongroup) Dues, owed to Health Plan or a Plan Provider as described under "Termination for nonpayment of any other charges" in the "Termination of Membership" section

Members with Medicare and retirees

This plan is not intended for most Medicare beneficiaries and some Groups do not offer coverage to retirees. If, during the term of this EOC, you are or become eligible for Medicare (please see "Medicare" in the "Definitions" section for the meaning of "eligible for" Medicare) or you retire, please ask your Group's benefits administrator about your membership options as follows:

- If a Subscriber retires who is entitled to Medicare Part B and the Subscriber's Group has a Kaiser

Permanente Senior Advantage plan for retirees, the Subscriber should enroll in the plan if eligible

- If the Subscriber retires and your Group does not offer coverage to retirees, you may be eligible to continue membership as described in the "Continuation of Membership" section
- If federal law requires that your Group's health care plan be primary and Medicare coverage be secondary, your coverage under this EOC will be the same as it would be if you had not become eligible for Medicare. However, you may be eligible to enroll in Kaiser Permanente Senior Advantage through your Group if you are entitled to Medicare Part B
- If you are or become eligible for Medicare and are in a class of beneficiaries for which your Group's health care plan is secondary to Medicare, you should enroll in Kaiser Permanente Senior Advantage through your Group if you are eligible
- If none of the above applies to you and you are eligible for Medicare or you retire, please ask your Group's benefits administrator about your membership options

When Medicare is primary. If you are or become eligible for Medicare Part A or Part B, as primary coverage, and you are not enrolled through your Group in Kaiser Permanente Senior Advantage for any reason (even if you are not eligible to enroll or the plan is not available to you), your Group's Dues may increase. If your Group fails to pay the entire Dues required for your Family Unit, your membership will be terminated in accord with "Partial payment of Dues for a Family Unit" under "Termination for Nonpayment" in the "Termination of Membership" section.

When Medicare is secondary. Medicare is the primary coverage except when federal law requires that your Group's health care plan be primary and Medicare coverage be secondary. Members eligible for Medicare as their secondary coverage are subject to the same Dues and receive the same benefits as Members who are not eligible for Medicare. However, any such Members who meet the eligibility requirements for our Kaiser Permanente Senior Advantage plan may enroll in Senior Advantage if the plan is available to you. These Members receive the benefits and coverage described in the Kaiser Permanente Senior Advantage Medicare as a Secondary Payer (MSP) evidence of coverage.

Note: You may be ineligible to enroll in Kaiser Permanente Senior Advantage if that plan has reached a capacity limit that the Centers for Medicare & Medicaid Services has approved. This limitation does not apply to existing Members who are eligible for Medicare (for example, when you turn age 65).



TUFTS Health Plan

Sales Office

333 Wyman Street
P. O. Box 9112
Waltham, Massachusetts
02454-9112
(781) 466-1070
Fax: (781) 466-8504
www.tuftshealthplan.com

July 28, 2005

Ms. Sandra McQuade
Comprehensive Insurance Providers
5 Cross Street
Stow, MA 01755

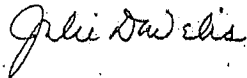
RE: 42297-000 and 94650-000
Addition of Domestic Partner Coverage

Dear Sandra:

Pursuant to our conversation, this letter is to serve as confirmation that at the customer request, Tufts Health Plan has added Domestic Partner Coverage for same sex employees effective July 1, 2005. This benefit addition applies to Scheidt & Bachman's HMO and PPO plans.

If you need more information or have questions, please call me at (781) 466-1070 ext. 2332 or fax me at (781) 466-8504. Thank you for your continued partnership with Tufts Health Plan. I look forward to working with you in the coming year.

Sincerely,



Julie DeVelis
Account Representative
Julie_DeVelis@tufts-health.com

TUFTS Health Plan

Sales Office
333 Wyman Street
P. O. Box 9112
Waltham, Massachusetts
02454-9112
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Fax: (781) 466-8504
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August 4, 2005

Ms. Sandra McQuade
Comprehensive Insurance Providers
5 Cross Street
Stow, MA 01755

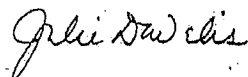
RE: 42297-000 and 94650-000
Addition of Domestic Partner Coverage
Same/Opposite Sex

Dear Sandra:

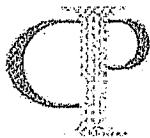
Pursuant to our conversation, this letter is to serve as confirmation that at the customers request, Tufts Health Plan has added Domestic Partner Coverage for same/opposite sex employees effective July 1, 2005. This benefit addition applies to Scheidt & Bachman's HMO and PPO plans.

If you need more information or have questions, please call me at (781) 466-1070 ext. 2332 or fax me at (781) 466-8504. Thank you for your continued partnership with Tufts Health Plan. I look forward to working with you in the coming year.

Sincerely,



Julie DeVelis
Account Representative
Julie_DeVelis@tufts-health.com



THE CIP GROUP

Benefit from Us

799 Cambridge Street
Cambridge, MA 02141
Tel 617-354-0866
Fax 617-354-1137
www.askcip.com

Tara Baechel
Benefits
Scheidt & Bachmann USA
31 North Avenue
Burlington, MA 01803

August 3, 2005

Dear Tara,

Per your request, Domestic Partner coverage has been added to the following Scheidt & Bachmann plans:

Kaiser Permanente, Group 39454, effective 8/1/05
Tufts Health Plan, Group 94650, effective 7/1/05
Delta Dental, Group 3259-6601, effective 7/1/05

As we discussed, only employees of Scheidt & Bachmann USA are entitled to the group benefits offered through AUL and Principal, therefore provisions for Domestic Partner coverage is non-applicable. Beneficiary selection has always been the choice of the employee.

Although the Voluntary Life benefit through Principal has a dependent coverage provision, Domestic Partner coverage is not an approved rider in the state of Massachusetts, where your contract is written. I am awaiting a response regarding whether it is available for your California sites.

I will forward all applicable correspondence to you upon receipt.

Sincerely,

Sandra McQuade

Senior Consultant
The CIP Group

Securities offered through
DaVinci Capital Management, Inc.
801 Cambridge Street, Cambridge, MA 02141
Tel 866-CIP-401K Member NASD, SIPC, MSRB
A Registered Investment Advisor

TO OWNER:

City of Oakland

250 Frank Ogawa Plaza, Suite 6300
Oakland, CA 94612
Attn: Noel Pinto

PROJECT:

PARCS and Parking Equipment
City of Oakland

APPLICATION NO.:

12/31/2010

PERIOD TO:

PROJECT NO.:

Distribution to:

☒ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ PM
☐ GC

FROM CONTRACTOR:

Scheidt & Bachmann, USA, Inc.
31 North Avenue
Burlington, MA 01803

VIA GENERAL CONTRACTOR:

CONTRACT DATE:

December 31, 2010

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of: Massachusetts
County of: Middlesex
Subscribed and sworn to before
me this day of 2010.Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$	2,400,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	2,400,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 10 % of Completed Work	\$	0.00
b. (Columns D + E on G703)		
0 % of Stored Material	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column G of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	0.00
7. LESS OWNER PURCHASED MATERIALS	\$	0.00
8. LESS TAX ON OWNER PURCHASED MATERIALS	\$	0.00
9. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
10. CURRENT PAYMENT DUE	\$	0.00
11. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,400,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00