



CONTRACTS/AGREEMENTS/GRANTS TRACKING FORM

Received Date: \_\_\_\_\_

Contracts and Compliance

This is your Work Order 14998 confirmation. Submitted on 08-30-2021
You have till the end of the business day to submit your documents to the office of Contracts and Compliance at 250 FHO Building, 3rd. Floor, Suite 3341.

\*\* Please print this copy and attach to your document submittal. \*\*

(All Work Order submitted after 2:00 PM of a business day will be processed on the next work day)

Date Submitted
08-30-2021

Work Order Number - 14998
Contact Department - Public Works Agency
Resolution Number - 88675 & 88759
Contract Title - East 12th & 2nd Avenue
Recipient - Sustainable Urban Neighborhoods
Description - Emergency Housing
Amendment - No
Amendment No. - 0
Amended Contract Amount - \$1,531,522.04
Total Amount - \$1,531,522.04
Start Date - 06-01-2021
End Date - 06-30-2022
Due Date - 08-30-2021

Date Contract Signed - \_\_\_\_\_

When retrieving your signed contracts, please print your name and date at the bottom of this document and leave it with Contracts and Compliance.

Deborah Lusk-Barnes

Received By: \_\_\_\_\_

Received Date: \_\_\_\_\_ Sep 20, 2021

Paula Peav

Initial Review By: \_\_\_\_\_

Date: \_\_\_\_\_ Sep 16, 2021



# SCHEDULE T - Contract Approval Summary & Routing

DATE TO:	AGENCY:	INITIALS:	DATE APPROVED:
	City Attorney	<i>GC</i>	Aug 31, 2021
	OPW Assistant Director: Lee	<i>Lee</i>	Aug 31, 2021
	DHS Director: Bedford	<i>SB</i>	Aug 31, 2021
	City Administrator – Compliance Dept (≤ \$1 M)	<i>DB</i>	Sep 20, 2021
	City Administrator – (only if > \$1M)	<i>[Signature]</i>	Sep 20, 2021
	City Clerk	<i>Nai Pham</i>	Sep 20, 2021
<<< Please do not forward to the next person. Call Tamala Barnes (7252), Al Lujan (7366) or Calvin Hao (7395) for pickup. Thank you. >>>			

PROJECT NAME: **EAST 12th ST AND 2nd AVENUE**

PROJECT DESCRIPTION: This project will entail prepping the sites at EAST 12th ST AND 2nd AVENUE to allow the city to install pallet shelters/Cabins, decking, ramps, and other amenities to allow the City to open a homeless intervention at the EAST 12th ST AND 2nd AVENUE. The site is for emergency shelters allowed under the City's Shelter Crisis Declaration.

- IF TIME SENSITIVE, provide due date and reason. **July 13, 2021: this site is to provide emergency shelter to those living outdoors in unsafe conditions.**
- RESPONSIBLE DEPT: **OPW**
  - Project Manager Signature: *Amauri*  
Amauri Collins-McMurray (Aug 19, 2021 15: 47 PDT)
  - Project Manager: **Amauri Collins-McMurray, Administrative Analyst II** Phone ext: **2105**
  - Supervisor: **LaTonda Simmons, Assistant City Administrator/Acting Homeless Administrator**  
Phone ext: **6903**
- VENDOR: **Sustainable Urban Neighborhoods**
  - Address: **5340 Lawton Avenue, Oakland, CA 94618**
  - Business Phone: **510-655-6750** Mobile Phone: **510-655-6750**
  - Jim Moore, President**  
Name & Title of person authorized to execute contract  
Email: **jmoore@sustainablehoods.com**
  - Jim Moore, President**  
Name & Title of day-to-day contact person  
Email: **jmoore@sustainablehoods.com**
- TYPE OF CONTRACT: **Construction** Amendment # **NA**
  - Amount: **\$1,531,522.04**
  - Contractual Period of Performance: **June 1, 2021 to June 30, 2022**
  - Oracle Start & End dates: add 1 year for consultant & 2 years for construction: **June 1, 2021 to June 30, 2022**
  - CPO# \_\_\_\_\_
  - Authorization Code: **ADMINC** CTRL+Click this link: [Contract Templates\Purchasing and NIGP CODES.xlsx](#)
  - If Council authorized: ~~date~~ and Reso#**88675** CMS & 88759
  - NIGP Code: **912-00** CTRL+Click this link: <https://www.bidsync.com/DPX?ac=catviewall&cattype=1&catid>
- IF CONSTRUCTION, DIR PROJECT ID: **385996**
- CONTRACT FUNDS: **Project Manager must attach Oracle reports.**

7-20-21

FUND	Project	Org	Expense Acct	Task	Award	Amount
2103	1005315	78411	54912	CV19	23398	\$1,531,522.04
						\$
						\$

**Total Encumbrance \$**

7. ESCROW ACCOUNT: **IF required, PM shall set aside 5% of the construction contract amount for Fiscal's use.**

FUND	Project	Org	Expense Acct	Task	Award	Amount
						\$

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

included or	NA	<b>TAB 1 - Contract Summary, Contract Authority Checklist &amp; Resolution</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a)	Schedule T – Contract Summary & Routing
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b)	City Administrator Purchasing Authority Checklist
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c)	Purchasing Dept Affidavit, Policy No. PP-204080 (for COOPS, COOPC only)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	d)	City Council Resolution

		<b>TAB 2 - Contract, Insurance and Bonds</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	e)	A&E or Professional Agreement & Exhibits (3 original sets )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	f)	COOPS Professional Agreement & Exhibits (3 original sets)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	g)	Construction Contract & Exhibits (3 original sets )
<input type="checkbox"/>	<input checked="" type="checkbox"/>	h)	COOPC Construction Contract & Exhibits (3 original sets)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	i)	Payment and Performance Bonds (construction only) (3 original sets)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	j)	Insurance Certificates per Schedule Q

		<b>TAB 3 - Licenses and Certifications</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	j)	Oakland Business License
<input checked="" type="checkbox"/>	<input type="checkbox"/>	l)	California State Contractor's License
<input type="checkbox"/>	<input checked="" type="checkbox"/>	m)	IRS W-9
<input checked="" type="checkbox"/>	<input type="checkbox"/>	n)	EBO Certificate Pursuant to Schedule N-1 (n/a if < \$25,000)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	o)	Combined Schedules	
			B-1	Arizona Resolution
			C-1	Americans with Disabilities Act
			D	Ownership, Ethnicity & Gender Questionnaire
			K	Pending Dispute Disclosure
			M, Parts A and B	Independent Contractor Questionnaire (only if >\$5K)
			N	Living Wage Ordinance (professional only if ≥ \$25K)
			N-1	Equal Benefits – Declaration of Nondiscrimination
			P	Nuclear Free Zone
			U	Compliance Commitment Agreement
			V	Affidavit of Non-Disciplinary or Investigatory Action
			--	Oakland's Minimum Wage Law
			--	Affirmative Action
<input type="checkbox"/>	<input checked="" type="checkbox"/>	p)	Schedule E	Project Consultant Team (professional only)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	q)	Schedule O	Campaign Contribution Limits
<input checked="" type="checkbox"/>	<input type="checkbox"/>	r)	Schedule R	Subcontractor, Supplier, Trucking Listing (construction only)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	s)	Schedule W	Border Wall Prohibition

ADD'L COMMENTS:

# City Administrator's Contract Authority Checklist

(Purchasing Ordinance, OMC Chapter 2.04) Revised 2016



PROJECT INFO: **number – name**

## Purchase Authority of the City Administrator (OMC §2.04.020.A)

The City Administrator's contract authority is \$250,000 for procurement, construction, and services, which include non-professional, professional, technical, and scientific services, provided a competitive solicitation is done.

## Informal Bidding, Solicitation or Proposals/Qualifications (OMC §2.04.010)

The City Administrator may waive the competitive process for professional services contracts up to \$50,000 upon a determination that it is in the City's best interests to waive competition.

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

## Pay-go Grant Authority (OMC §2.04.017)

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

## Purchases Subject to Appropriation of Funds (OMC §2.04.040A)

All contracts authorized by the Council or City Administrator must have prior appropriation and allocation of funds for the City programs, activities, functions or operations, which the purchase is intended to support.

## Competitive Award Process

➤ Type of solicitation and Procurement Process used:

- RFP/RFQ       Bid       Cooperative Agreement       Grant
- < \$50K informal       ≤ \$50K informal
- > \$50K formal       > \$50K formal

➤ Or advertising & bid process was **waived** in **Resolution No. 88675 C.M.S.**, attached.

➤ If **informal (RFP/RFQ only)**, identity three (3) local **certified** firms that were solicited:

\_\_\_\_\_.

- Which firm was selected? \_\_\_\_\_
- If one of the three (3) local **certified** firms was not selected, explain why. \_\_\_\_\_

➤ If **formal**, Council authorized this contract by way of **Resolution No. \_\_\_\_\_ C.M.S.**, attached.

Completed by:

Arhauri Collins-McMurray (Aug 19, 2021 15:47 PDT)

Aug 19, 2021

City Project Manager

Signature

Date

## SCHEDULE M, Part B INDEPENDENT CONTRACTOR QUESTIONNAIRE

(mandatory for ALL contracts \$5K and over)

PROJECT INFO: 12th Street & 2nd Ave  
CONTRACTOR: **Sustainable Urban Neighborhoods**  
SSN# or Corporate Taxpayer ID# : **47-3305875**

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

1. Briefly describe the work to be performed by the Contractor. Site prep for Community Cabin/Pallet Shelters
2. Will this contract require the Contractor to personally perform all services or will the Contractor have the option of assigning duties to his or her own employees or assistants? assign duties
3. Do you intend to give the Contractor instructions on how to do the work under the contract? no  
If yes, briefly describe the extent to which you are planning to supervise or oversee the work of the Contractor. \_\_\_\_\_
4. Will the Contractor's work end because this is a finite project or will it end because there are not funds to support the continuation of the Contractor's work beyond a date certain? finite project
5. Describe the extent to which the Contractor will work on or at City facilities or sites (rather than in the Contractor's own offices). the construction will take place at a City controlled site, the contractor does their administrative or other work outside the city's interest or control.
6. Are all services to be performed by the Contractor clearly distinguishable from the duties performed by any employee in any City of Oakland job classification? yes
7. If your response to No. 6 is "No", identify job classifications having material duties which are similar. (Verify with OPRM if uncertain.) \_\_\_\_\_
8. Will the Contractor be paid on an hourly basis? If yes, please state the amount per hour. no
9. Will the Contractor be paid on a total project basis? And, if the Contractor will be paid on a basis other than hourly or by total project basis, please describe. yes
10. Over how long a period of time will services under this contract be performed? 6 months
11. Will the services require the Contractor's full-time attention for any given day (6 or more hours) or given week (30 or more hours) during the duration of the contract? If yes, please indicate the approximate amount of time. no
12. Describe the extent to which the City is requiring the Contractor to perform the services on fixed days of the week or at fixed hours. we are not, they will complete the project on the days they select.
13. Will the Contractor be asked to keep hourly records and report time spent on the project by the hour or portions thereof? No
14. Will the Contractor be reimbursed or expect reimbursement for expenses incurred in the performance of this contract? no
15. Is the City expecting the Contractor to put in a minimum number of hours per week on the project?  
no

16. Will the Contractor be expected to attend meetings scheduled by the City? If so, describe the type and frequency of meetings. no
17. Is there is a reason why the City cannot or should not employ the person as a temporary civil-service-exempt employee? If there is such a reason, briefly explain below: this is a construction project with limited duration and a uniquely defined scope.

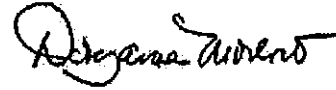
**I verify that the responses above are true and correct to the best of my knowledge.**

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Amauri Collins-McMurray City Project Manager	 Amauri Collins-McMurray (Aug 19, 2021 15:47 PDT)	Aug 19, 2021
	<b>Signature</b>	<b>Date</b>

FILED  
OFFICE OF THE CITY CLERK  
REVISED BY THE COUNCIL AT ITS JUNE 1, 2021 MEETING  
2021 JUN -2 PM 6: 25

Approved as to Form and Legality



City Attorney's Office

## OAKLAND CITY COUNCIL

RESOLUTION NO. 88675 C.M.S.

### RESOLUTION

- (1) AUTHORIZING THE CITY ADMINISTRATOR TO IMPLEMENT THE FOLLOWING ACTIONS:

WAIVE THE COMPETITIVE BIDDING PROCESS AND NEGOTIATE AND EXECUTE AN AS-NEEDED CONSTRUCTION CONTRACT WITH SUSTAINABLE URBAN NEIGHBORHOODS IN AN AMOUNT UP TO \$2 MILLION FOR SITE PREPARATION WORK AT CITY OF OAKLAND OWNED AND/OR LEASED PARCELS THE CITY DESIGNATES FOR HOMELESS INTERVENTION PROGRAMS FOR A TERM OF JUNE 1, 2021 THROUGH JUNE 30, 2022;

WAIVE THE COMPETITIVE REQUEST FOR PROPOSAL (RFP) PROCESS AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TINY LOGIC, LLC, IN AN AMOUNT UP TO \$350,000 FOR THE SUPPORT AND MANGEMENT OF A CO-GOVERENED INTERIM INTERVENTION, LOCATION TO BE DETERMINED, FOR A TERM OF MARCH 1, 2021 THROUGH JUNE 30, 2022;

ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH A PROVIDER SELECTED THROUGH A REQUEST FOR QUOTATIONS (RFQ) PROCESS, BUILDING OPPORTUNITIES FOR SELF SUFFICIENCY (BOSS), FOR THE OPERATION OF A SAFE RECREATIONAL VEHICLE (RV) PARKING SITE AT THE CITY-LEASED PROPERTY AT 2201 AND 2601 WOOD STREET IN AN AMOUNT UP TO \$1.2 MILLION FOR A TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022;

**ENTER INTO A GRANT AGREEMENT WITH HOUSING CONSORTIUM OF THE EAST BAY (HCEB) IN AN AMOUNT UP TO \$1.5 MILLION FOR SERVICES AND OPERATION OF AN INTERIM HOUSING SITE AT THE CITY OWNED PARCEL ON EAST 12<sup>TH</sup> ST AND 2<sup>ND</sup> AVENUE FOR A GRANT TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022;**

**CONTINUE WORK ON LICENSE AND/OR LEASE AGREEMENTS, AS APPROPRIATE, TO ESTABLISH SITES, AS IDENTIFIED HERE IN, FOR HOMELESS INTERVENTION PROGRAMS;**

**CONTINUE NEGOTIATIONS WITH PROVIDERS TO OPERATE HOMELESS INTERVENTION PROGRAMS ON THE SITES IDENTIFIED HEREIN; AND**

**(2) DIRECTING THE CITY ADMINISTRATION TO:**

- 1. WORK WITH THE COUNCIL TO STRONGLY PURSUE FUNDING TO DEVELOP SITES FOR HOMELESS INTERVENTION EFFORTS, INCLUDING WITH COUNTY, STATE, AND FEDERAL PARTNERS, AND FOR FUNDING FOR FISCAL YEAR 2021-2022, THE SECOND - FISCAL YEAR 2022-2023 AND BEYOND FOR EXISTING SITES AND NEW SITES IDENTIFIED; AND**
- 2. TO REVIEW AND REPORT BACK TO COUNCIL WITH ACTION TO REGULATE AND PERMIT RECREATIONAL VEHICLE (RV) PARKS IN OAKLAND, WITH SPECIFIC REQUIREMENTS;**
- 3. BRING FORWARD ANY OTHER SITES THAT STAFF WISH TO RECOMMEND FOR COUNCIL CONSIDERATION WITH SUGGESTED HOMELESSNESS INTERVENTION SOLUTIONS FOR SUCH SITES; AND,**
- 4. REPORT BACK TO COUNCIL ON COSTING, OPTIONS, AND NEEDS TO OPEN SLIDING SCALE RECREATIONAL VEHICLE OR VEHICLE CAMPGROUNDS WITH SANITATION.**

**WHEREAS**, the City of Oakland has experienced a 47 percent increase in its homeless population between 2017 and 2019, the majority of whom live in encampments, vehicles, and places not meant for human habitation; and

**WHEREAS**, the City recognizes the need for varied interventions to address the needs of homeless residents, including but not limited to emergency beds, co-governed sites, recreational vehicle (RV) safe parking, hotel rooms, and modular housing; and

**WHEREAS**, the City Council has been asked to identify a site in every Council district for a homelessness intervention; and



**WHEREAS**, City staff have evaluated City-owned, other publicly-owned and privately owned in each Council District for use as emergency homelessness interventions and are continuing this evaluation; and

**WHEREAS**, Oakland Municipal Code (“OMC”) section 2.04.050.I.5 provides that the Council may waive advertising and competitive bidding requirements for construction contracts upon a finding that it is in the City’s best interests to do so; and

**WHEREAS**, the City Administrator recommends waiving advertising and the competitive bid requirements for a construction contract for site preparation/improvements at City of Oakland – owned and/or leased parcels designated for homeless interventions programs, and recommends the City negotiate and enter into an as needed construction contract with Sustainable Urban Neighborhoods to perform such improvements for a term of June 1, 2021 through June 30, 2022 in an amount up to two million dollars (\$2,000,000); and

**WHEREAS**, Sustainable Urban Neighborhoods has done similar site preparation and improvements work for the City for over three years, is familiar with City construction programs, policies and procedures, therefore, waiver of competitive bidding requirements and authorizing negotiations with this licensed contractor will maintain continuity and expedite the City’s establishment of additional intervention sites; and

**WHEREAS**, Oakland Municipal Code (“OMC”) section 2.04.051.B provides that the Council may waive advertising and request for proposal (RFP) processes for professional services contracts upon a finding that it is in the City’s best interests to do so; and

**WHEREAS**, the City Administrator recommends waiving advertising and the RFP process for a professional services agreement with Tiny Logic, LLC, for the support and management of a co-governed interim intervention, location to be determined, for a term of March 1, 2021 through June 30, 2022 in an amount up to three hundred thousand dollars (\$350,000); and

**WHEREAS**, Tiny Logic has experience at another site in Oakland providing the types of services needed for operation of a co-governed unsheltered community program, it is essential that the provider selected has the trust and confidence of members of the unsheltered community formerly residing at Union Point Park, and members of the unsheltered community formerly at Union Point Park have identified Tiny Logic as a preferred provider; and

**WHEREAS**, the City Administrator has determined that the proposed agreements with Tiny Logic, LLC and BOSS are of a professional, scientific or technical and temporary nature and shall not result in the loss of employment or salary by any person having permanent status in the competitive service; and

**WHEREAS**, on July 19, 2016, City Council adopted Ordinance No. 13382 C.M.S. approving the terms of a Development and Disposition Agreement for the City-Owned property at East 12<sup>th</sup> Street and 2<sup>nd</sup> Avenue with UrbanCore Development, LLC. and an affiliate of East Bay Asian Local Development Corporation (EBALDC) for the development of a housing project (named “LakeHouse Commons”) to consist of 361 residential units of which 108 units (30 percent of the total) are to be below market/rent-restricted; and

**WHEREAS**, the City does not own property in every Council district that is both well suited and available for homeless interventions and, therefore, it may be necessary in some cases for the City to lease other public or privately-owned property for this use; and

**WHEREAS**, the City Administrator has authority under Section 2.41.050 of the Oakland Municipal Code to enter into leases of private property when the total consideration does not exceed \$100,000 for the lease term; and

**WHEREAS**, on November 16, 2020 the City entered into a lease agreement for total consideration of no more than \$100,000 with Game Changer (San Francisco), LLC for private property located at 2201 and 2601 Wood Street to establish a safe RV parking site; and

**WHEREAS**, on July 1, 2020 the City issued a Request for Qualifications (RFQ) to solicit providers for homeless services and Building Opportunities for Self Sufficiency (BOSS) responded and was selected as a qualified provider to implement an interim homelessness intervention program; and

**WHEREAS**, staff intends to negotiate additional license and/or lease agreements with interim homeless intervention providers on certain properties owned by the City, or owned by other agencies or private parties and leased by the City; and

**WHEREAS**, once negotiated, City Council will have the opportunity to approve, and make any necessary findings for, such leases and/or licenses that are not within the City Administrator's delegated authority pursuant to OMC 2.42.100.C; and

**WHEREAS**, funds for these new homelessness interventions programs in an amount up to \$3.9 million have been identified from the State Homeless Housing And Assistance Program (HHAP), due to programs which were not fully implemented in FY 20-21, and these funds are in Fund (2159), Community Housing Services Org (78411), Project (1005248), Fostering Safe and Healthy Communities Program (SC22); and

**WHEREAS**, on December 15, 2020 Council adopted Resolution No. 88245 C.M.S which included HHAP funding for a program on Wood St in Attachment A of the staff report but did not authorize a specific provider; and

**WHEREAS**, Sustainable Urban Neighborhoods recommends that it subcontract with Pallet, dba, Pallet Shelter, to provide shelters for the sites in Districts 2 and 3 because their shelters have the option of electricity and can be easily sanitized; Pallet is a social purpose company on a mission to build equal opportunity access to housing and employment, and employs people who have experienced or are experiencing homelessness to design and construct highly durable shelters with privacy for people experiencing homelessness; and

WHEREAS, the City shall act expeditiously to implement homelessness strategies, programs and actions discussed hererin pursuant to Ordinance No. 13564 C.M.S., which, among other things, declared a shelter crisis in the City of Oakland upon findings that a significant number of persons have no ability to obtain shelter resulting in a health and safety threat to those persons; now, therefore, be it

**RESOLVED:** That, pursuant to OMC section 2.04.050.I.5 and based on the facts and City Administrator's recommendation above, the City Council finds that it is in the best interests of the City to waive advertising and competitive bidding requirements and authorize the City Administrator to negotiate and enter in an as needed construction contract with Sustainable Urban Neighborhoods for site preparation work at the City owned and/or leased parcels designated for homeless interventions for a term of June 1, 2021 through June 30, 2022 in an amount up to \$2 million (\$2,000,000) and so waives said requirements; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to negotiate and enter into an as needed construction contract with Sustainable Urban Neighborhoods for site preparation, improvements, materials and labor at City of Oakland-owned and/or leased parcels designated for homeless intervention programs for a term of June 1, 2021 through June 30, 2022 in an amount up to \$2 million (\$2,000,000); and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to negotiate and enter into an as needed construction contract with Sustainable Urban Neighborhoods for site preparation and improvements work at City of Oakland-owned and/or leased parcels designated for homeless intervention programs for a term of June 1, 2021 through June 30, 2022 in an amount up to \$2 million (\$2,000,000); and be it

**FURTHER RESOLVED:** That, pursuant to OMC section 2.04.051.B and based on the facts and City Administrator's recommendation above, the City Council finds that it is in the best interests of the City to waive advertising and RFP requirements for a professional services agreement with Tiny Logic, LLC, for support and management of a City-designated co-governed interim intervention, location to be determined, for a term of March 1, 2021 through June 30, 2022 in an amount up to three hundred thousand dollars (\$350,000), and so waives said requirements; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to enter into a professional services agreement with Tiny Logic, LLC, for the support and management of a co-governed interim intervention, location to be determined, for a term of March 1, 2021 through June 30, 2022 in an amount up to three hundred thousand dollars (\$350,000); and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to enter into a professional services agreement with a provider selected through a request for quotations process, Building Opportunities for Self Sufficiency (BOSS), for the operation of a safe recreational vehicle parking site at the city-leased property at 2201 and 2601 Wood Street for a term of July 1, 2021 through June 30, 2022 in an amount up to \$1.2 million (\$1,200,000); and be it

**FURTHER RESOLVED:** That the Wood Street Safe RV Parking program will be funded by HHAP funds other than the \$3.9 million identified above in Fund (2159), Community Housing Services Org (78411), Project (1005248), Fostering Safe and Healthy Communities Program (SC22); and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to enter into a grant agreement with Housing Consortium of the East Bay (HCEB) in an amount up to \$1.5 million (\$1,500,000) for services and operation of an interim housing site at the city owned parcel on east 12<sup>th</sup> Street and 2<sup>nd</sup> Avenue for a grant term of July 1, 2021 through June 30, 2022; and be it

**FURTHER RESOLVED:** That work will continue on a lease with BART for the use of three adjacent parcels, pending availability: 3924 Martin Luther King Way (APN# 12-969-29), 645 40th Street (APN# 12-969-30), and 40th Street (APN 12-969-41-2) for the express purpose of providing an interim homeless intervention; and be it

**FURTHER RESOLVED:** That work will continue on developing an interim homeless intervention on the Caltrans property at 3<sup>rd</sup> Street and Peralta Street (Portion of APN 18-380-3-5); and be it

**FURTHER RESOLVED:** That work will continue on lease and homeless intervention options on the City-owned parcel at East 12<sup>th</sup> Street and 23<sup>rd</sup> Avenue in District 5 in partnership with Lao Family Community Development; and be it

**FURTHER RESOLVED:** That work will continue to pursue homeless interventions and/or safe parking at the City-leased property at 2201 and 2601 Wood Street (APNs 7-581-10-3, 7-581-9-1 and 7-581-8-1) and/or, subject to environmental remediation, the City-owned property at 1707 Wood Street (APN 18-310-14); and be it

**FURTHER RESOLVED:** That work will continue to pursue a safe parking site in District 6 at private property at 71<sup>st</sup> Avenue and International Boulevard (APN 39-3310-33); and be it

**FURTHER RESOLVED:** That work will continue to pursue a safe parking site in District 5 at 4200 Alameda Avenue (APN 33-2203-4-4); and be it

**FURTHER RESOLVED:** That work will continue to pursue an interim homeless intervention in District 5 at the City-owned parcel at 3801 Alameda Avenue (APN 33-2250-18-8 and 33-2250-18-6); and be it

**FURTHER RESOLVED:** That work will continue to pursue the motel/hotel options provided by the District 4 Council Member, and to seek State of California HomeKey funds when available; and be it

**FURTHER RESOLVED:** That staff will strongly pursue funding to develop sites for homeless intervention efforts, including with County, State, and federal partners, and for funding for fiscal year 2021-2022, the second - Fiscal Year 2022-2023 and beyond for existing sites and new sites identified; and be it

**FURTHER RESOLVED:** That staff will review and report back to City Council with action to regulate and permit recreational vehicle parks in Oakland, with specific requirements; and be it

**FURTHER RESOLVED:** That staff will bring forward any other sites that staff wish to recommend for council consideration with suggested homelessness intervention solutions for such sites; and be it

**FURTHER RESOLVED:** That staff will report back to City Council on costing, options, and needs to open sliding scale RV or vehicle campgrounds with sanitation; and be it

**FURTHER RESOLVED:** That the City Administrator is authorized to conduct all negotiations; execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests; and to take any other related actions consistent with this Resolution and its basic purpose; and be it

**FURTHER RESOLVED:** That the aforementioned agreements shall be approved as to form and legality by the Office of the City Attorney and fully executed copies of same shall be placed on file with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,

JUN 01 2020

PASSED BY THE FOLLOWING VOTE:

AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, ~~THOMPSON~~ AND  
PRESIDENT FORTUNATO BAS - 7

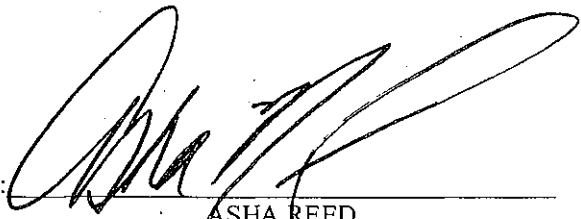
NOES - 0

ABSENT - 0

ABSTENTION - 0

Excused - 1 Thad

ATTEST:



ASHA REED

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

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

21 JUL 23 PM 2:19

APPROVED AS TO FORM AND LEGALITY

*Michael J. Smith*

CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

RESOLUTION NO. 88759 C.M.S.

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**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO:**

1. **AMEND THE AS-NEEDED CONSTRUCTION CONTRACT WITH SUSTAINABLE URBAN NEIGHBORHOODS AWARDED UNDER RESOLUTION NO. 88675 C.M.S., TO INCREASE THE AMOUNT BY \$400,000, FOR A TOTAL AMOUNT OF UP TO \$2,400,000 FOR SITE PREPARATION WORK AT CITY OF OAKLAND OWNED AND/OR LEASED PARCELS THE CITY DESIGNATES FOR HOMELESS INTERVENTION PROGRAMS, FOR A TERM OF JUNE 1, 2021 THROUGH JUNE 30, 2022; AND**
2. **ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HOUSING CONSORTIUM OF THE EAST BAY (HCEB), IN AN AMOUNT UP TO \$850,000 FOR THE SUPPORT AND MANAGEMENT OF A CO-GOVERNED INTERIM INTERVENTION, AT THE CALTRANS PROPERTY AT 3<sup>RD</sup> STREET AND PERALTA STREET (PORTION OF APN 18-380-3-5) TO BE LEASED BY THE CITY, FOR A TERM OF JULY 15, 2021 THROUGH AUGUST 31, 2022**

**WHEREAS**, the City of Oakland has experienced a 47 percent increase in its homeless population between 2017 and 2019, the majority of whom live in encampments, vehicles, and places not meant for human habitation; and

**WHEREAS**, the City recognizes the need for varied interventions to address the needs of homeless residents, including but not limited to emergency beds, co-governed sites, recreational vehicle (RV) safe parking, hotel rooms, and modular housing; and

**WHEREAS**, the City Council has been asked to identify a site in every Council district for a homelessness intervention; and

**WHEREAS**, the City Administrator has identified property owned by Caltrans, located at 3rd Street and Peralta Street (portion of APN 18-380-3-5) (Caltrans Property), as a suitable site for operation of an interim homeless intervention, and will enter into a three-year lease with Caltrans for such use pursuant to the City Administrator's delegated authority under Section 2.41.050 of the Oakland Municipal Code; and

**WHEREAS**, City Council Resolution No. 88675 C.M.S. authorized an as-needed construction contract with Sustainable Urban Neighborhoods in an amount up to \$2 million for site preparation work at City of Oakland owned and/or leased parcels the City designates for homeless intervention programs for a term of June 1, 2021 through June 30, 2022; and

**WHEREAS**, additional funds are needed to complete site preparation work at the Caltrans Property; and

**WHEREAS**, the City Administration wishes to amend the agreement with Sustainable Urban Neighborhoods to increase the amount by \$400,000, for a total amount of \$2,400,000 for site preparation work; and

**WHEREAS**, on November 1, 2018 the City issued a Request for Qualifications (RFQ) to solicit providers for homeless services and Housing Consortium of the East Bay (HCEB) responded and was selected as a qualified provider to implement an interim homelessness intervention program; and

**WHEREAS**, the City Administration wishes to enter into a professional services agreement with HCEB for the support and management of a co-governed interim intervention, located at 3<sup>rd</sup> Street and Peralta Street (portion of APN 18-380-3-5), for a term of July 15, 2021 through August 31, 2022 in an amount up to \$850,000; and

**WHEREAS**, funds for these new homelessness interventions programs have been identified from the State Homeless Housing And Assistance Program (HHAP) in Fund (2159), Community Housing Services Org (78411), Project (1005248), Fostering Safe and Healthy Communities Program (SC22) and from Measure Q funds in Fund (2244), Community Housing Services Org (78411), Project (1005349), Fostering Safe and Healthy Communities Program (SC22); now, therefore, be it

**RESOLVED:** That the City Council authorizes the City Administrator to amend the as needed construction contract with Sustainable Urban Neighborhoods awarded under Resolution No. 88675 C.M.S., to increase the amount by \$400,000, for a total amount of up to \$2,400,000 for site preparation work at City of Oakland owned and/or leased parcels the City designates for homeless intervention programs, for a term of June 1, 2021 through June 30, 2022; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator to enter into a professional services agreement with HCEB, in an amount up to \$850,000 for the support and management of a co-governed interim intervention, located at 3<sup>rd</sup> Street and Peralta Street (portion of APN 18-380-3-5) (Caltrans Property), for a term of July 15, 2021 through August 31, 2022; and be it

**FURTHER RESOLVED:** That funds for these new homelessness interventions programs will come from the State Homeless Housing And Assistance Program (HHAP) in Fund (2159), Community Housing Services Org (78411), Project (1005248), Fostering Safe and Healthy Communities Program (SC22) and from Measure Q funds in Fund (2244), Community Housing Services Org (78411), Project (1005349), Fostering Safe and Healthy Communities Program (SC22); and be it

**FURTHER RESOLVED:** That the City Administrator is authorized to conduct all negotiations; execute and submit all documents, including but not limited to applications, agreements, amendments, modifications, payment requests; and to take any other related actions consistent with this Resolution and its basic purpose; and be it

**FURTHER RESOLVED:** That the aforementioned amendment and agreement shall be approved as to form and legality by the Office of the City Attorney and fully executed copies of same shall be placed on file with the Office of the City Clerk.

[3083740.6]

IN COUNCIL, OAKLAND, CALIFORNIA,

**JUL 20 2021**

PASSED BY THE FOLLOWING VOTE:

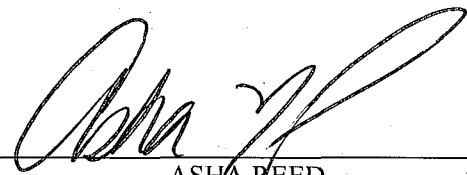
AYES - FIFE, GALLO, KALB, KAPLAN, REID, TAYLOR, THAO AND  
PRESIDENT FORTUNATO BAS - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST: \_\_\_\_\_



ASHA REED

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



**CITY OF OAKLAND  
CONTRACT OF PUBLIC WORKS**

**THIS CONTRACT** is entered into this August 17 of 2021 by and between the:

**City of Oakland**, a municipal corporation,  
(hereinafter referred to as "City"), and  
**SUSTAINABLE URBAN NEIGHBORHOODS**,  
(hereinafter referred to as "Contractor").

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

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

- 1) Project Specifications, Plans, including any Addenda, for Project No. EAST 12<sup>TH</sup> STREET & 2<sup>ND</sup> AVENUE and documents referenced and incorporated therein; and
- 2) The Contractor's bid in the sum of One Million Five Hundred Thirty-One Thousand, Five Hundred Twenty-Two Dollars 04/100 (\$1,531,522.04) received July 12, 2021 (Exhibit A – Scope of Work).

The contract documents shall include, but are not limited to, all documents identified above, the "Greenbook" Standard Specifications for Public Works Construction, 2015 Edition, and the City of Oakland Standard Details for Public Works Construction, 2002 Edition thereto, and shall constitute the contract between the parties as though all documents were attached hereto or herein repeated. The contract documents are intended to be cooperative and to provide for a complete work. Said contract documents are on file in the Public Works Department.

**1. Commencement of Work**

Work shall be commenced on the date of the Notice to Proceed issued by the Public Works Department and shall be completed within 180 working days.

**2. Bonds**

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

**3. Contractor's Liability**

Contractor shall be responsible for all injuries to persons and for all damage to real or personal property of City or others, caused by, or resulting from the negligence of itself,

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

**4. Liability Insurance**

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

**5. Worker's Compensation Insurance**

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

**6. Minimum Wage Ordinance**

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current minimum wage. Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. For further information, please refer to:

<http://www2.oaklandnet.com/government/o/CityAdministration/d/MinimumWage/index.htm>

**7. Prevailing Wage**

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

**8. Nuclear Weapons Policy**

It is City's policy to minimize the expenditure of City funds on goods and services produced by Nuclear Weapons Makers. City urges all contractors to avoid contracting for

goods and services which are manufactured or provided by Nuclear Weapons Makers.  
*Contractor must also complete Schedule P.*

**9. Audit**

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

**10. Non-Discrimination**

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

**11. Oakland Business License**

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

**12. Termination on Notice**

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

**13. Notice**

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

City of Oakland:

OPW-Contract Services  
250 Frank H. Ogawa Plaza, Suite 4314  
Oakland, CA 94612  
Fax (510) 238-2436 or [tbarnes@oaklandca.gov](mailto:tbarnes@oaklandca.gov)

Contractor:

Sustainable Urban Neighborhoods  
James Moore  
5340 Lawton Ave,  
Oakland, CA 94618  
[fax no.] or [jmoore@sustainablehoods.com](mailto:jmoore@sustainablehoods.com)

Any party to this Agreement wishing to make changes to this Notice section shall do so in writing ten (10) business days before the change is effective.

**14. Certification**

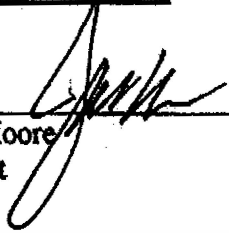

The individuals who have affixed their signatures below certify and attest each is empowered to execute this Agreement and act on behalf of and bind the party in whose name this Agreement is executed.

**IN WITNESS WHEREOF:**

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



**SUSTAINABLE URBAN  
NEIGHBORHOODS**

**DEPARTMENT DIRECTOR**

	<u>2.17.21</u>		Aug 31, 2021
James Moore President	Date	Department of Human Services	Date

*Approved as to form and legality:*

**CITY OF OAKLAND  
(a municipal corporation)**

	Aug 31, 2021		Sep 20, 2021
Office of the City Attorney	Date	Office of the City Administrator	Date

DB  
DB  
PP  
PP

City Council Resolution No. 88675 & 88759  
Oakland Business Tax Certificate No. 00174514  
Contract Purchase Order No. \_\_\_\_\_  
DIR Project ID No. 385996

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

### **3rd Street and Peralta Street**

**This project will entail prepping the sites at 3<sup>rd</sup> Street and Peralta Street / 12<sup>th</sup> Street and 2<sup>nd</sup> Ave to allow the city to install pallet shelters/Cabins, decking, ramps, and other amenities to allow the City to open the 3<sup>rd</sup> and Peralta Street Community Cabins. The site is for emergency shelters allowed under the City's Shelter Crisis Declaration.**

Attached: Two scopes of work

2) The following documents are physically included in the Contract:

A. Contractor's Bid dated: July 12, 2021

# Merchants Bonding Company (Mutual)

AMB #: 000594 NAIC #: 14494 FEIN #: 420410010

## Mailing Address

P.O. Box 14498  
Des Moines, Iowa 50306-3498  
United States

**Web:** [www.merchantsbonding.com](http://www.merchantsbonding.com)

**Phone:** 515-243-8171

**Fax:** 515-243-3854

[View Additional Address Information](#)

**AM Best Rating Unit:** AMB #: 018618 - Merchants Bonding Co (Mutual) Group

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 000594 - Merchants Bonding Company (Mutual) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

## Best's Credit Ratings

### Financial Strength View Definition

**Rating (Rating Category):** A (Excellent)

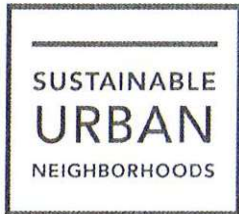
**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** April 14, 2021

**Initial Rating Date:** June 30, 1953

### Long-Term Issuer Credit View Definition



**Project Budget Summary**

	Full Build	Temporary Build		
Site Improvements	\$1,116,021.11	\$825,617.39	Pallet Shelter	\$729,220.65
In Kind Contributions	( <b>\$86,190.00</b> )	( <b>\$83,493.00</b> )	Pallet Restrooms	\$226,649.33
	\$1,029,831.11	\$742,124.39		\$955,869.98

**Scope**

The scope includes preliminary pricing for project management and site improvements for a 62 cabin site, and an adjacent 13 cabin site, at the Remainder Parcel located at 2nd Avenue and 12th Street. This scope is based on preliminary sketches by Pyatok Architects.

**Work includes:**

- Grading, off-haul, and compaction for entire site
- Pavement at specified areas
- New 6' perimeter fence with privacy screening
- 2 pedestrian security gates with controlled access and remote entry
- 2 Rolling gates for fire equipment and service truck access
- New electrical panel with 400 amp temporary service entrance and PGE meter
- Electrical distribution to 75 cabins for connection to heater, lighting, and power
- 2 light fixtures with a switch, and 2 circuits with outlets at 2 commons tents
- 10 parking lot lights located throughout the project
- ADA ramps and platforms serving 4 cabins and 2 commons tents
- Allowance for 2 connected restroom units with water service
- Permits (limited), fees, bonds, insurance, and supervision for the work

**Project Budget Summary - Site Work**

<u>Item</u>	<u>Description</u>	<u>Cost</u>	<u>Temp Build Cost</u>
060600	Platform Lumber and Framing	\$24,800.00	\$24,800.00
061000	Carpentry (platforms)	\$18,500.00	\$18,500.00
133400	Storage Containers	\$6,800.00	\$6,800.00
260000	Electrical	\$258,500.00	\$180,950.00
265600	Site Lighting	\$47,900.00	\$33,530.00
312200	Mobilization	\$6,000.00	\$6,000.00
312200	Site Prep	\$15,000.00	\$10,500.00
312200	Base Courses	\$14,839.00	\$10,387.30
221300	Sanitary Sewage	\$62,000.00	\$0.00
220000	Water Distribution	\$26,700.00	\$0.00
312323	Base-rock Supply	\$8,990.00	\$6,293.00
312323	Trucking Baserock	\$31,161.00	\$31,161.00
321200	Asphalt	\$35,700.00	\$24,990.00

<u>Item</u>	<u>Description</u>	<u>Cost</u>	<u>Temp Build Cost</u>
323913	Bollards	\$5,250.00	\$0.00
347113	Vehicle Barriers (k-rail)	\$1,900.00	\$0.00
087400	Access Control Hardware	\$9,500.00	\$9,500.00
323100	Fence and Gates	\$58,800.00	\$58,800.00
007000	General Conditions	\$21,056.92	\$21,056.92
007316	Insurance	\$14,701.43	\$14,701.43
013200	Supervision	\$30,400.00	\$30,400.00
072000	Overhead and Fee	\$94,297.28	\$65,929.90
		<hr/>	<hr/>
		\$792,795.63	\$554,299.56
134243	Pallet Shelter Dormitory Units	\$729,220.65	\$729,220.65
134213	Pallet Bathroom Unit Modules	\$226,649.33	NIC
003000	Architectural Services	\$45,000.00	\$45,000.00
008900	Bonds, Compliance, LCP/DIR	\$31,711.83	\$22,198.28
003121	Engineering	\$8,500.00	\$8,500.00
013100	Project Management	\$40,000.00	\$40,000.00
008900	Permit Fee Allowance	\$4,900.00	\$3,430.00
331000	EBMUD Fees	NIC	NIC
333000	Sewer Connection Fees	NIC	NIC
337000	PGE Fee Allowance	\$56,700.00	\$56,700.00
	Contingency	\$136,413.65	\$95,489.56
		<hr/>	<hr/>
		\$323,225.48	\$271,317.83
<b>In Kind</b>			
312323	Base-rock Supply	(\$8,990.00)	(\$6,293.00)
003000	Pyatok - Architectural Services	(\$35,100.00)	(\$35,100.00)
003121	Engineering	(\$2,100.00)	(\$2,100.00)
013100	SUN - Project Management	(\$40,000.00)	(\$40,000.00)
		<hr/>	<hr/>
		(\$86,190.00)	(\$83,493.00)

### Notes and Exclusions

1. This budget assumes work will be done under an emergency temporary housing resolution and does not include fully engineered contract documents or permit drawings.
2. To the extent possible, the work will be code compliant but is subject to site conditions, project design, project schedule, and the project budget.
3. Sustainable Urban Neighborhoods is a certified City of Oakland SLBE contractor.
4. This budget assumes compliance with the City of Oakland Public Works contracting requirements, including insurance, bond, labor compliance, and DIR registration.
5. Landscape maintenance, site repairs, and additional ADA upgrades will be provided at additional cost if required. Planning Department costs, Community Benefit fees, and other entitlement fees are not included.
6. No allowance is made for furniture, fixtures, and equipment.



## Schedule Q

# CONSTRUCTION CONTRACTOR INSURANCE REQUIREMENTS

(Revised 12/21/16)

### Insurance Requirements

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#### Section 1 Insurance Coverage Required of Contractors

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

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

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

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

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

**C. Worker's Compensation insurance** as required by the laws of the State of California.

Coverage shall include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. . The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Contract and thereafter as required by that code.

**D. Pollution Liability:**

- I. For Contractors engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- II. For Contractors engaged in transporting waste, then transportation (1st and 3rd Party) must be included with the pollution liability.
- III. Regardless of the coverage limits in I. through II. above, contractor's coverage must be compliant with the Motor Carrier Act of 1980, California Vehicle Code Sections **34630-34634** and California Health and Safety Code Section 25169

**E. Professional Liability/Errors and Omissions** insurance as appropriate for design/build operations with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- I. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- III. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

**F. Builders' Risk/Course of Construction Insurance** (CP 10 30) covering all risks of loss in an amount equal to the completed value form with no coinsurance penalty provisions and in an amount equal to the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as insured the City of Oakland, the Contractor and all subcontractors in the work. The insurance shall cover the entire work at the site identified in the Scope of Work, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition

as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until the project has been accepted as substantially complete. The insurer shall waive all rights of subrogation against the City.

## **Section 2 Terms Conditions and Endorsements**

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

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

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

## **Section 3 Deductibles and Self-Insured Retentions**

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

## **Section 4 Replacement of Coverage**

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

**Section 5 Insurance Interpretation**

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

**Section 6 Proof of Insurance**

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

**Section 7 Subcontractors**

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

**Section 8 Waiver of Subrogation**

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

**Section 9 Evaluation of Adequacy of Coverage**

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

**Section 10 Higher Limits of insurance**

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

**<< END OF INSURANCE REQUIREMENTS >>**



# Insurance & Bond Review

Vendor Name: SUSTAINABLE URBAN NEIGHBORHOODS  
 Project No. & Name: 12th ST + 2nd AVE  
 On-Call Task Order No.: \_\_\_\_\_ On-Call CPO No.: \_\_\_\_\_

**Commercial General Liability Policy No.:** \_\_\_\_\_

Construction	*Minimum coverage*	*Expiration or*	*N/A*
<input type="checkbox"/> LETTER OF COMPLIANCE FROM EXIGIS (attached) ---OR---			
<input type="checkbox"/> Commercial General Liability	2M ea occur; 4M aggr	<u>8-13-22</u>	
<input type="checkbox"/> Auto Liability	1M ea occur	<u>11-15-21</u>	
<input type="checkbox"/> Workers' Compensation	1M ea	<u>5-16-22</u>	
<input type="checkbox"/> Excess Liability / Umbrella		<u>8-13-21</u>	
<input type="checkbox"/> Pollution Liability	1M ea claim; 2M aggr		
<input type="checkbox"/> Builder's Risk	2M ea claim; 2M aggr		
<input type="checkbox"/> Professional (if Design-Build)	2M ea claim; 2M aggr		

Professional			
<input type="checkbox"/> LETTER OF COMPLIANCE FROM EXIGIS (attached) ---OR---			
<input type="checkbox"/> Commercial General Liability	2M ea occur; 4M aggr		
<input type="checkbox"/> Auto Liability	1M ea occur		
<input type="checkbox"/> Workers' Compensation	1M ea		
<input type="checkbox"/> Excess Liability / Umbrella			
<input type="checkbox"/> Professional	2M ea claim; 2M aggr		
<input type="checkbox"/> Pollution Liability	500K ea claim & aggr		

**Performance and Payment Bond No.:** CAC 719978

Attach bonds and AM Best Rating. Complete Bond review:

- Bonds are 100% of contract value
- Bond execution date does not precede date of contract
- Power of Attorney certified on or after bond execution date
- Attorney-in-Fact's Phone # 515-243-8171
- Notary signature and seal
- Rating of Bond Company (see criteria on page 2) A
- If Contractor is Partnership, all partners shall execute bond.
- California Company ID # 2482-8

Verified by: A. LUJAN

Date: 8-30-21

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Sustainable Urban Neighborhoods

(Contractor Name)

a Corporation, as Principal, and Merchants Bonding Company (Mutual)  
(corporation, partnership or individual) (Surety Name)

a corporation organized and existing under the laws of lowa, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the City of Oakland, a municipal corporation, as Obligee, in the sum of One Million Five Hundred Thirty-One Thousand, Five Hundred Twenty-Two Dollars 04/100 (\$1,531,522.04), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated August 17, 2021 with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for Project No. East 12<sup>th</sup> Street and 7<sup>th</sup> Avenue and Contractor's bid dated July 12, 2021. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within 180 working days of said date.

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

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

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \* 20th day of August of 2021

Sustainable Urban Neighborhoods [Seal]  
(Contractor Name)

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

Title: [Signature]

Merchants Bonding Company (Mutual)  
(Surety Name)

By: [Signature] [Seal]  
Vanessa Copeland, Attorney-in-Fact

\*Power of Attorney must be certified on this date or later.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

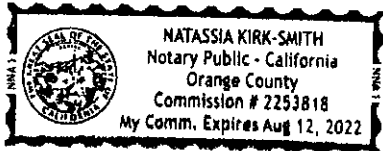
State of California )

County of Orange )

On 8/20/2021 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- Individual
Corporate Officer -- Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual
Corporate Officer -- Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Eric Lowey; Jennifer Grenrood; Karyl A Richter; Kevin Cathcart; Lisa Pellerito; Mark Richardson; Michael Castaneda; Natassia Smith; Teresa I Jackson; Vanessa Copeland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

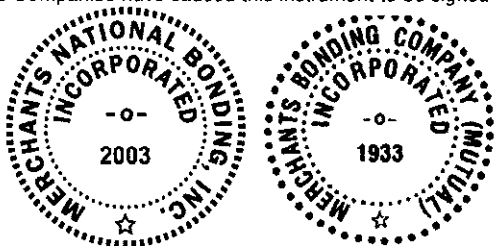
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of January, 2021.

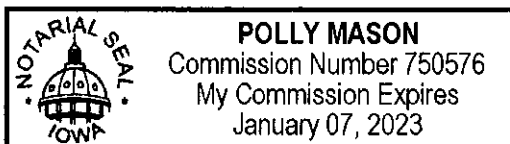


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



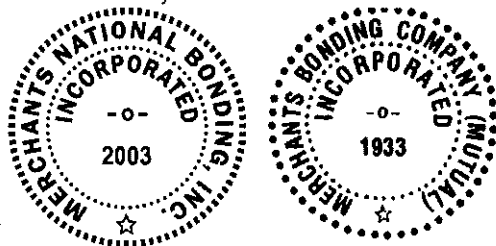
*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of August, 2021.



*William Warner Jr.*

Secretary



# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That Sustainable Urban Neighborhoods

(Contractor Name)

a Corporation, as Principal, and Merchants Bonding Company (Mutual)  
(corporation, partnership or individual) (Surety Name)

a corporation organized and existing under the laws of Iowa, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the City of Oakland, a municipal corporation, as Obligee, in the sum of One Million Five Hundred Thirty-One Thousand, Five Hundred Twenty-Two Dollars 04/100 (\$1,531,522.04), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated August 17, 2021 with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for Project No. East 12th Street and 2nd Avenue and Contractor's bid dated July 12, 2021. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within 180 working days of said date.

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

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

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

PROVIDED, FURTHER, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this \* 20th day of August of 2021

Sustainable Urban Neighborhoods [Seal]  
(Contractor Name)

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

Title: President

Merchants Bonding Company (Mutual)  
(Surety Name)

By: [Signature] [Seal]  
Vanessa Copeland, Attorney-in-Fact

\*Power of Attorney must be certified on this date or later.

## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of See Attached

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

{SEAL}

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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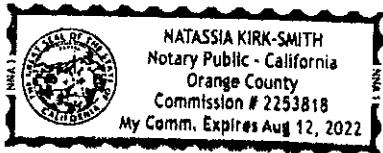
State of California )

County of Orange )

On 8/20/2021 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland
Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Eric Lowey; Jennifer Grenrood; Karyl A Richter; Kevin Cathcart; Lisa Pellerito; Mark Richardson; Michael Castaneda; Nalassia Smith; Teresa I Jackson; Vanessa Copeland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of January, 2021.

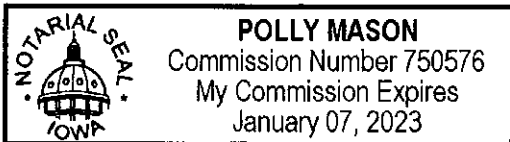


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of August, 2021.



*William Warner Jr.*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/18/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> David E. Quan Agency PO Box 3540  Oakland CA 94609		<b>CONTACT NAME:</b> Xavier Quan <b>PHONE (A/C, No, Ext):</b> (510) 653-8880 <b>E-MAIL ADDRESS:</b> xquan@dquanagy.com <b>FAX (A/C, No):</b> (510) 653-0636																						
<b>INSURED</b> SUSTAINABLE URBAN NEIGHBORHOODS 5340 Lawton Avenue  Oakland CA 94618		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Gemini Insurance Co.</td> <td>10833</td> </tr> <tr> <td>INSURER B:</td> <td>California Automobile Insurance Co.</td> <td>38342</td> </tr> <tr> <td>INSURER C:</td> <td>State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Gemini Insurance Co.	10833	INSURER B:	California Automobile Insurance Co.	38342	INSURER C:	State Compensation Insurance Fund	35076	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

**COVERAGES** CERTIFICATE NUMBER: CL2181804284 REVISION NUMBER:

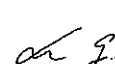
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	VCGP026932	08/13/2021	08/13/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BA040000055780	11/15/2020	11/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	VCFX001424	08/13/2021	08/13/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	9210619-2021	05/16/2021	05/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oakland, its Council Members, directors, officers, agents, employees and volunteers additionally insured with regards to the general liability policy.

Agreement Name/Number: 12TH STREET & 2ND AVENUE SITE PREP

<b>CERTIFICATE HOLDER</b>  City of Oakland Public Works - Contracts Services 250 Frank H. Ogawa Plaza Suite 4314 Oakland CA 94612	<b>CANCELLATION</b>  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  
--	---

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSORS OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy	All locations for which you have agreed in a written and executed contract prior to an "occurrence"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: VCGP026932  
Insured Name: Sustainable Urban Neighborhoods  
Number: 32

CG 20 37 07 04

Effective Date: 08/13/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

Policy Number: VCGP026932  
Insured Name: Sustainable Urban Neighborhoods  
Number: 33

CG 24 04 12 19

Effective Date: 08/13/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
<b>Name Of Person(s) Or Organization(s):</b> Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All other terms and conditions of this Policy remain unchanged.



Policy Number: VCGP026932  
Insured Name: Sustainable Urban Neighborhoods  
Number: 38

VE 09 73 04 20

Effective Date: 08/13/2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

---

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION

**BROKER COPY**

9210619-21  
RENEWAL  
NA  
9-96-31-76  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

EFFECTIVE AUGUST 4, 2021 AT 12.01 A.M.  
AND EXPIRING MAY 16, 2022 AT 12.01 A.M.

**SUSTAINABLE URBAN NEIGHBORHOODS**

5340 LAWTON AVE  
OAKLAND, CA 94618

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,  
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND  
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF OAKLAND

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS  
POLICY IN CONNECTION WITH WORK PERFORMED BY,

SUSTAINABLE URBAN NEIGHBORHOODS

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN  
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION  
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE  
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH  
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

AUGUST 6, 2021

2570

*Kent R. Va. Kauf*  
AUTHORIZED REPRESENTATIVE

*Vernon Steiner*  
PRESIDENT AND CEO

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sustainable Urban Neighborhoods</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>5340 Lawton Avenue</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Oakland, CA 94618</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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4	7	-	3	3	0	5	8	7	5												

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>April, 12 2021</b>
------------------	----------------------------	------------------------------

**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# City of Oakland

## *Equal Benefits Ordinance*

# Certificate of Compliance

*is hereby awarded to*

## *Sustainable Urban Neighborhoods*

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

Shelley Darenburg  
Shelley Darenburg  
Senior Contract Compliance Officer

6-4-20  
Date

**CITY OF OAKLAND**  
**BUSINESS TAX CERTIFICATE**

**ACCOUNT  
NUMBER**  
00174514

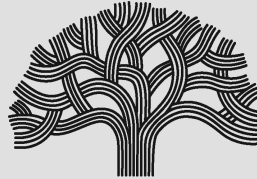
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**DBA** SUSTAINABLE URBAN NEIGHBORHOODS

**BUSINESS LOCATION** 5340 LAWTON AVE  
OAKLAND, CA 94618-1108

**BUSINESS TYPE** H

**EXPIRATION DATE**  
12/31/2021



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to:  
<https://www.dca.ca.gov/publications>

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

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.



SUSTAINABLE URBAN NEIGHBORHOODS  
JIM MOORE  
5340 LAWTON AVE  
OAKLAND, CA 94618-1108

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!



## Contractor's License Detail for License # 1003210

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/19/2021 3:01:43 PM

### Business Information

SUSTAINABLE URBAN NEIGHBORHOODS  
 5340 LAWTON AVENUE  
 OAKLAND, CA 94618  
 Business Phone Number:(510) 655-6750

**Entity** Corporation  
**Issue Date** 04/27/2015  
**Expire Date** 04/30/2023

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ B - GENERAL BUILDING
- ▶ A - GENERAL ENGINEERING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.

**Bond Number:** 453325

**Bond Amount:** \$15,000

**Effective Date:** 07/01/2020

Contractor's Bond History

#### Bond of Qualifying Individual

The qualifying individual JAMES WESLEY MOORE certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 07/17/2015

BQI's Bond History

### Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

**Policy Number:** 9210619

**Effective Date:** 05/16/2017

**Expire Date:** 05/16/2022

Workers' Compensation History

### Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Wednesday, August 18, 2021. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

### C3760157 SUSTAINABLE URBAN NEIGHBORHOODS

<b>Registration Date:</b>	02/24/2015
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Type:</b>	DOMESTIC STOCK
<b>Status:</b>	ACTIVE
<b>Agent for Service of Process:</b>	<b><u>LEGALZOOM.COM, INC. (C2967349)</u></b> To find the most current California registered Corporate Agent for Service of Process address and authorized employee(s) information, click the link above and then select the most current 1505 Certificate.
<b>Entity Address:</b>	5340 LAWTON AVENUE OAKLAND CA 94618
<b>Entity Mailing Address:</b>	5340 LAWTON AVENUE OAKLAND CA 94618

 [Certificate of Status](#)

A Statement of Information is due EVERY year beginning five months before and through the end of February.

Document Type	↕	File Date	↕	PDF
SI-NO CHANGE		08/29/2020		
SI-COMPLETE		09/15/2015		
REGISTRATION		02/24/2015		

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

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)

[New Search](#)

[Back to Search Results](#)

# Combined Contract Schedules



Project Name: 12th Street and 2nd Avenue  
 Business Name: Sustainable Urban Neighborhoods Phone ( 510 ) 655-6750 Email: jmoore@sustainablehoods.com  
 Address 5340 Lawton Avenue City Oakland State CA Zip 94618  
 Federal Taxpayer ID Number: 47-3305875 City of Oakland Business License Number: 00174514

**Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)**

- I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
- I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because \_\_\_\_\_
  
- I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations.

**Schedule D – (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.**

**Part I - Ownership & Ethnicity of Prime:** (Please check one and explain below)

- Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation California
- Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_
- Joint Venture, Names of Participants \_\_\_\_\_

**Ownership Interests**  
 All owners must be listed in this information

Ethnicity	African American	American Indian/ Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners		2		1			
% Of Total Ownership		49		51			
Women		1					
Joint Venture Ownership							

**Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.:** Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. Type 236220, #2017007861, exp 8/31/2021



**Part III - Ethnicity and Gender of Employees:**

Employment Category	Total Employees	Oakland Residents	Male					Female						
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management						1								
Professional				1		1								
Technical														
Clerical				1										
Trades														

**Schedule K – (Pending Dispute Disclosure)**

- Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? (Please circle one) Yes  No
- If "Yes", please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_ Administering Department/Division: \_\_\_\_\_  
 Issues: \_\_\_\_\_ (check) \_\_\_\_\_ Additional Disputes listed on Attachment

**Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR**

Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

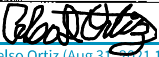
**NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE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

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20__ ? If yes, please indicate which years.		
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		

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

	Yes	No
20. Please describe the extent of any personal financial investment you have made in order to be self-employed. You may either choose to indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes. _____		

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

<b>FOR CITY USE ONLY</b>	
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.	
<u>Aug 31, 2021</u>	 Celso Ortiz (Aug 31, 2021 17:06 PDT)
Date	City Attorney/Assistant City Attorney/Deputy City Attorney

**Schedule N - (Living Wage – Declaration of Compliance) applicable to professional services contracts over \$25K only**

**Employment Questionnaire:** Please respond to the following questions:

	Responses
(1) How many permanent employees are employed with your company? (If less than 5, stop here)	
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to "Compensated Days Off" of the Living Wage Ordinance)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after school or summer employment for a period not longer than 90 days.	

**Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)**

**Section A. Contractor Information**

- (1) Are you an EBO certified firm (Please circle one) Yes  No  (if yes, please attached certificate and skip Schedule N-1)
- (2) Approximate Number of Employees in the U.S. 4 (3) Are any of your employees covered by a collective bargaining agreement or union trust fund? (Please circle one) Yes  No  (4) Union name(s) \_\_\_\_\_

**Section B. Compliance**

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) Yes  No
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one) Yes  No

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

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

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

**Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)**

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled "An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers", as provided on the City's website, see "footnote" below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because \_\_\_\_\_

**Schedule U – (Compliance Commitment Agreement)**

- I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and 1/2 times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for professional services contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report and Affidavit form" located on the City's website (see the link below).

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

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

**Oakland's Minimum Wage Law** – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.) I certify that I have read Oakland's minimum wage law and I am in full compliance with all its provisions. Initial:       

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

By signing and submitting this combined schedules form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.

Print Name: Jim Moore

Title: President

Signature: 

Date: 8/2/2021

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website "Policies and Legislation" address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation>. For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>. **This form must be dated within 30 days of the contract award.**



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

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

Contractor Name Sustainabe Urban Neighborhoods Phone 510 655 6750

Street Address 5340 Lawton Avenue City Oakland, State CA Zip 94618

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 Jim Moore Phone 510 655 6750

Street Address 5340 Lawton Avenue City Oakland, State CA Zip 94618

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 [Handwritten Signature]

08, 17, 2021

Date

Jim Moore

President

Print Name of Signer

Position



**Schedule I**

**"Sanctuary City Contracting and Investment Ordinance"**

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland. Compliance must be established prior to full contract execution.

.....  
I, (name) Jim Moore, the undersigned, President of Sustainable Urban Neighborhoods (Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term "data collection" includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City's Project Manager and invoice reviewer or the City Administrator's Office, Chief Privacy Officer if any of this Business Entity's subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.

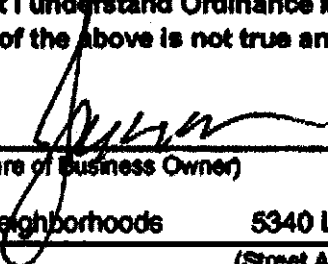


**PLEASE COMPLETE AND SIGN**

I declare that I understand Ordinance #13540 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

or

I declare that I understand Ordinance # 13540 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Jim Moore  8/2/2021  
(Printed Name and Signature of Business Owner) (Date)

Sustainable Urban Neighborhoods 5340 Lawton Ave. Oakland, CA 94618  
(Name of Business Entity) (Street Address, City, State, and Zip Code)

\_\_\_\_\_  
(Name of Parent Company) (if applicable)

Contacts:  
Office Phone: (510) 655-6750 Cell Phone: (510) 655-6750 email: jmoore@sustainablehoods.com

<p><b>For Office Use Only:</b></p> <p>Approved/Denied/Waived</p> <p>(signed) _____ Date _____</p> <p>Authorized Representative</p> <p>SCHEDULE I DS/DM 2019</p>
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**SCHEDULE W**  
**BORDER WALL PROHIBITION**

(This form is to be completed by Contractors and their sub-contractors, and  
all Vendors seeking to do business with the City of Oakland)

I, Jim Moore the undersigned, a  
(Name)  
President of Sustainable Urban Neighborhoods  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand Ordinance #13459 C.M.S. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Jim Moore 8.2.2011  
(Printed Name and Signature of Business Owner) (Date)

Sustainable Urban Neighborhoods 5340 Lawton Ave, Oakland, CA 94618  
(Name of Business Entity) (Street Address City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

**SCHEDULE R  
SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING**

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to <http://www2.oaklandnet.com/oaoca1/groups/contracting/documents/form/oaok023389.pdf>

Date 8/23/2021



**Note:** The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater and all trucking regardless of tier and dollar amount to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland. Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.

Prime Contractor: Sustainable Urban Neighborhoods  
 Project No.: East 12TH Street & 2nd Avenue  
 Project Name: East 12TH Street & 2nd Avenue  
 Signature: *[Handwritten Signature]*

Contractor's License #	Type of Work	Company Name	Address and City	Phone Number	Dollar Amount	Supplier	Trucking	LBE	SLBE	VSLBE \ LPG	* Ethnicity	** Gender
1003210	General	Sustainable Urban Neighborhoods	5340 Lawton Avenue, Oakland, CA	(510) 655-6750	\$380,592				✓		NA	
982079	Electrical	Bear Electrical Systems	1341 Archer Street Alviso, CA 95002	(408) 591-3390	\$210,950				✓			
944284	Grading/Paving	D-Line Constructors	499 Embarcadero Post 3 Box 6, Oakland, CA 94606	(529) 917-6143	\$148,060				✓			
961501	Fence and Railing	North American Fence & Rail	515 23rd Ave, Oakland	(510)437-0755	\$58,800				✓			F
T1	Trucking	S & S Trucking	477 Roland Way, Oakland	(510) 383-3556	\$3,900				✓			
	Pallet Shelters	Pallet LLP	P.O. Box 77570, Seattle WA 98177	425.681.2191	\$729,220.00							

Attach additional page(s) if necessary.  
 (LBE - Local Business Enterprise) (SLBE - Small Local Business Enterprise) (NSLBE - Very Small Local Business Enterprise) (LPG - Locally Produced Goods)  
 Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.  
 \* Ethnicity - (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
 \*\* Gender - (M = Male) (F = Female)  
 \*\*\* Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternate line items.










# Contract 12th St & 2nd Ave SUN


Final Audit Report

2021-09-20


Created:	2021-09-16
By:	Albert Lujan (alujan@oaklandca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg6f7JGPVty8WC1ZL1SuMleRLdsnqTyHb

## "Contract 12th St & 2nd Ave SUN" History

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Signature Date: 2021-09-20 - 6:31:14 PM GMT - Time Source: server- IP address: 209.232.103.114

 Agreement completed.

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