

City of Oakland, California
Jestin Johnson, City Administrator

REQUEST FOR PROPOSALS

for

City of Oakland Municipal Facility Energy Assessments

City Project Number: 1008000
Federal Project No.: DE-SE0000418

Oakland Public Works (OPW) Bureau of Design and Construction
Project and Grant Management Division
250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612

Project Manager: Samah Itani
sitani@oaklandca.gov
Phone No.: (510) 238-7116

December 2025

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SECTION I. Project Information

A. REQUEST FOR PROPOSALS (RFP) NOTICE

CITY OF OAKLAND, CA
OAKLAND PUBLIC WORKS
REQUEST FOR PROPOSAL

Project No. 1008000

Project Name: City of Oakland Municipal Facility Energy Assessments

Description:

The City of Oakland’s Project and Grant Management Division (PGMD) is seeking a qualified consultant team to conduct energy assessments and audits for City-owned facilities and building sites. This work will be funded through the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant (EECBG) program. Due to budget constraints, it is anticipated that the selected consultant will be able to complete no more than 25–30 energy assessments for City-owned facilities. Facilities for assessment will be drawn from the approved list of funded and unfunded City of Oakland Capital Improvement Program (CIP) projects for FY25–27. The City intends to enter into a one (1) year contract in an amount not-to-exceed \$365,000.

RFP Documents and AB 2036 Compliance: RFP documents are only available digitally and provided free of charge through the website listed below.

1. iSupplier: https://cooisupplierprd.oaklandca.gov/OA_HTML/AppsLocalLogin.jsp OR
2. RFP and Contracts Opportunities: <https://apps.oaklandca.gov/ContractOpportunities/>

Pre-Proposal Meeting: January 12, at 10:00 AM. *The voluntary pre-proposal meeting will be held via Microsoft Teams only.*

<https://teams.microsoft.com>

Meeting ID: 244 930 018 303 09

Passcode: 52ke7ZP3

Questions Due: January 22, by 2:00 PM email to CapitalContracts@oaklandca.gov, cc the Project Manager. When sending emails, please use the following naming convention: **“Project 1008000 - City of Oakland Municipal Facility Energy Assessments”**. It is the Consultant’s responsibility to ensure that the email is received by Capital Contract Division.

Addendum: Any addendum that materially changes the RFP invitation shall be issued no less than 72 hours before the proposal opening, unless the proposal opening is extended by said addendum.

Proposals Due: February 5, by 2:00 PM. **Proposals may either be uploaded into the City’s iSupplier online portal or may be mailed, or hand delivered to the City Clerk’s Office at 1**

Frank H. Ogawa Plaza, Room 101, Oakland, CA 94612 prior to the proposal due date and time. Late submissions will not be accepted and will be returned unopened.

Federal DBE Goal: None

Contract Term and Amount: Estimated Term: One (1) year. Estimated Amount: \$ 365,000

Contact Information:

OPW Project Manager: Samah Itani, sitani@oaklandca.gov, (510) 238-7116

Capital Contracts: capitalcontracts@oaklandca.gov

Department of Workplace and Employment Standards: dwes@oaklandca.gov

Asha Reed, City Clerk and Clerk of the City Council

Newspaper publication date: December 19, 2025

B. INTRODUCTION

The City of Oakland’s Project and Grant Management Division (PGMD) is seeking a qualified consultant team to conduct energy assessments and audits for City-owned facilities and building sites. This work will be funded through the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant (EECBG) program. Due to budget constraints, it is anticipated that the selected consultant will be able to complete no more than 25–30 energy assessments for City-owned facilities. Facilities for assessment will be drawn from the approved list of funded and unfunded City of Oakland Capital Improvement Program (CIP) projects for FY25–27. The City intends to enter into a one (1) year contract in an amount not-to-exceed \$365,000.

C. PROJECT DESCRIPTION

The City of Oakland’s Project and Grant Management Division (PGMD) is seeking a qualified consultant team to conduct energy assessments and audits for City-owned facilities and building sites. This work will be funded through the U.S. Department of Energy’s Energy Efficiency and Conservation Block Grant (EECBG) program. Due to budget constraints, it is anticipated that the selected consultant will be able to complete no more than 25–30 energy assessments for City-owned facilities. Facilities for assessment will be drawn from the approved list of funded and unfunded City of Oakland Capital Improvement Program (CIP) projects for FY25–27. The City intends to enter into a one (1) year contract in an amount not-to-exceed \$365,000 to provide the services described below.

D. SCOPE OF SERVICES

1. Energy Assessments and Audits

- a. Conduct energy assessments for up to 25–30 City-owned facilities, prioritizing facilities listed in the City’s Capital Improvement Program (CIP) projects for

FY25–27, whether funded or unfunded.

- b. Perform on-site audits and review facility energy data, including building systems, HVAC, lighting, controls, and other relevant energy-using equipment.
- c. Identify energy efficiency, resilience, and electrification opportunities, including low-cost measures, retrofits, and potential renewable energy integration.
- d. Provide recommendations to optimize energy performance and reduce overall facility energy consumption.

2. Technical Analysis and Roadmapping

- a. Analyze energy data and calculate key energy metrics for each facility, including baseline energy consumption, peak load, and other relevant performance indicators.
- b. Develop customized facility roadmaps outlining phased implementation paths, planning-level cost estimates for recommended measures at each building or facility, projected energy savings, benefits, and timelines for recommended upgrades and resilience measures.
- c. Provide guidance on prioritization of improvements based on implementation cost estimates, feasibility, and alignment with City energy goals.

3. Collaboration and Support

- a. Work closely with City staff throughout the audit process, including planning, data collection, draft reviews, and final report delivery.
- b. Identify opportunities to coordinate with other City programs, projects, and funding sources to maximize the impact of proposed energy improvements.

4. Other Tasks

- a. Conduct research and benchmarking as needed to inform recommendations.
- b. Prepare supporting materials such as diagrams, tables, charts, or visualizations that enhance understanding of energy efficiency opportunities.
- c. Other tasks as assigned by City.

E. DELIVERABLES

1. Project Coordination

- a. Conduct a project kickoff meeting and provide a detailed work schedule with key milestones and deliverables.
- b. Participate in bi-weekly progress meetings with City staff and submit meeting minutes documenting decisions and next steps.

2. Municipal Facility Energy Assessment Plan

- a. Energy Assessment Reports: A report for each facility including audit findings, energy output calculations, system assessments, and tailored recommendations for energy efficiency, electrification, and resilience upgrades.
- b. Facility Energy Assessment Plan: A consolidated plan summarizing findings for all

assessed facilities, including low-cost and long-term improvement strategies.

- c. Customized Energy Roadmaps: Individual facility roadmaps outlining phased implementation plans, estimated costs, projected savings, benefits, and timelines for recommended upgrades and resilience measures.
- d. Implementation Support Materials: Documentation, guidance, and recommendations to assist City staff with potential implementation of energy efficiency and resilience measures.
- e. Supporting Analysis and Visuals: Data tables, charts, and diagrams that summarize energy use, improvement opportunities, and roadmap strategies, along with supporting visuals such as floor plans, site layouts, and photographs of relevant building systems or energy-related equipment.
- f. Provide a draft Plan for City staff review and feedback prior to submission of the final report.

3. Other deliverables associated with tasks as assigned by City.

SECTION II. Submittal Requirements

Proposals shall be submitted electronically via iSupplier the City's online procurement system or by mail, or hand-delivered to the City Clerk at 1 Frank H. Ogawa Plaza, Room 101, Oakland, CA 94612 before the proposal deadline specified in this RFP, subject to Addenda issued. Proposals not received by the deadline may not be considered for evaluation and award.

The proposal should be organized in the order in which the required elements are presented below. Elements to be included in the proposal are described below.

1. Transmittal or Cover Letter

- a. To the attention of: Samah Itani, Project Manager, Project and Grant Management Division, Oakland Public Works, 250 Frank Ogawa Plaza, Suite 4314, Oakland, CA 94612.
- b. Signed by an office of the prime consultant. In case of joint venture or other joint-prime relationship, an officer of each venture partner shall sign.

2. Acknowledgement of Addenda

- a. If any addenda are issued, you must acknowledge your receipt of them either by including a statement in your transmittal letter or by returning signed addenda with the proposal.

3. Firm Profile (Suggested Limit - 2 pages)

- a. The prime consultant and sub-consultants (if applicable) must be able to demonstrate expertise, experience, and the ability to provide the services and complete the tasks described in the Section I. Include a brief description of the prime consultant firm (firm) and sub-consultant team (if applicable), including number of employees and years in business, as well as the firm's overall approach and strategy to working directly with communities.
- b. Provide an organizational chart of the team, including project manager(s) and lead technical staff.
- c. Provide resume or summary qualifications of the lead technical staff who may be assigned to this project. Staff qualifications should include a brief description of relevant experience in the project areas and services listed in this RFP, proposed role, length of work experience, and any areas of expertise. Resumes may be included as an appendix.

4. Relevant Experience – Prime Consultant and Sub-Consultants (Suggested Limit – 4 pages)

- a. Briefly describe three relevant projects coordinated by the project team that will demonstrate the competence of the team to perform the work specified in this RFP. The consultant qualification statements shall emphasize

- experience in highlighting experience specific to energy audits and similar facility assessment projects.
- b. Documentation of each project must include the following:
 - i. Agency or company for which the work was performed;
 - ii. General description of the scope of work;
 - iii. Examples of data collected from assessments and overview of the final plans/and or reports.
 - iv. Name of agency or company representative responsible for project review and whom to contact as a reference.
5. Project Approach and Organization (Suggested Limit – 2 pages)
- a. Describe the method and tools the project team would employ to effectively and efficiently complete the scoped tasks and accomplish the deliverables listed in Section I.
 - b. Include a timeline for the proposed services organized to address the phases involved in accomplishing the scoped tasks related to facility assessments, energy data analysis, roadmap and plan development, coordination with City staff, and preparation of supporting materials. Provide estimated hours and costs associated with each of the scoped tasks and summarized in a cost proposal
6. References (Suggested Limit - 1 page)
- a. Prime Consultant and Sub-Consultants: Three business related references, giving name, company, address, telephone number and business relationship to firm(s).
7. Cost Proposal and Hourly Billing Rates (Suggested Limit - 3 pages)
- a. The prime consultant shall provide a cost proposal to accomplish each deliverable and phased task. The prime consultant may propose time and materials and/or fixed-cost estimates.
 - i. If the cost proposal is based on hourly rates, the prime consultant and sub-consultants shall provide a complete list of all staff hourly rates of the positions that would be invoiced, i.e., Principal, Project Manager, Administrative Support, etc. Hourly rates shall be itemized and all-inclusive, i.e., base salary, fringe benefits, overhead, indirect cost surcharges, profit, etc.
 - b. The prime consultant shall provide a monthly invoice with supporting documentation that shows the hours billed to specific tasks executed and services provided if the task is based on time and materials or reference to the deliverable completed if the task is based on a fixed price as determined in the scope of work.
 - c. Mark-up on all reimbursable expenses, i.e., subconsultant fee, printing, production costs, photography, equipment rental, mailing/postage, use of vehicle, software procurement, materials acquisition, etc., shall be individually negotiated and shall be subject to the City's approval, but may not in any case exceed 10%.

d. The contract amount will be a maximum not-to-exceed amount. During the one (1) year contract term, there is no provision for hourly billing rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly billing rate increases/adjustments may be permitted in accordance with the annual increase stipulated each July 1 by the City's Living Wage Ordinance (Chapter 2.28 of the Oakland Municipal Code).

4. City Schedules and Federal Exhibits (see APPENDIX A, PART 1)

SECTION III. Selection Process

A. PROPOSAL EVALUATION

A panel of minimum three reviewers will review and evaluate the Proposals. Members of the panel may include professionals from outside agencies and from the City of Oakland. Proposals will be evaluated and scored using the criteria described below for a possible total of 100 points.

Evaluation Criteria	Points
Approach and Strategy: Clarity and effectiveness of the firm’s overall approach, methodology, and project management strategy, and budget approach to complete the work within the requested timeframe and funding constraints.	25
Experience and Past Performance: Demonstrated success conducting municipal or public facility energy assessments within budget and grant program requirements, with strong references for quality, scope, and schedule adherence.	20
Technical Expertise and Capacity: Depth of staff, resources, and technical capabilities in energy modeling, analysis, and development of facility energy roadmaps; proven ability to deliver high-quality work under tight timelines.	20
Sustainability and Resilience: Experience developing implementable strategies supporting electrification, HVAC optimization, renewable energy integration, and other municipal energy priorities.	20
Collaboration and Communication: Ability to work effectively with City staff, facility managers, and other stakeholders, translating technical findings into clear, actionable recommendations.	15
Total	100

Based on an evaluation of the proposals, the City will develop a “short list” of firms to be considered for further evaluation, possibly including oral interviews. References, including past performance on City projects completed by the firms, if applicable, may be considered in the evaluation process.

B. INTERVIEW OF SHORT-LISTED FIRMS

If needed, oral interviews may be conducted to help with the selection of the final firm. Up to three teams may be invited to final interviews, resulting in the selection of one firm. The City will negotiate a mutually agreeable contract for the services described in this RFP with the successful proposer.

If interviews are needed, the teams selected for interviews will be notified in writing. It is presently anticipated that the interviews will be conducted within three weeks of notification.

The interviews will last approximately 30 minutes, with 15 minutes allocated for the consultant's presentation and the remaining time for a question and answer period. Interviews will be held at a City office (exact location to be determined). The proposer will be required to provide all equipment necessary to make their presentation. The proposal scores will have no bearing on the interview scores.

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

C. CONTRACT NEGOTIATIONS

1. The completion of the interview process will result in the firms being numerically ranked. The City will initiate contract negotiations in order of the ranking. Should the City and a firm not be able to reach an agreement as to contract terms within a reasonable time frame, the City may terminate negotiation at the City's sole discretion.
2. All RFP responses become the property of the City.
3. The City reserves the right to negotiate the final scope of services and will not be bound by the scope of services presented in the RFP nor by the scope of services in the consultant's proposal.
4. The RFP does not commit the City to award an agreement or to pay any cost incurred in the preparation of the proposal.
5. The City reserves the unqualified right without liability or commitment to any party, firm, or organization, whether or not minimum proposals are met:
 - a. to evaluate each proposal and to accept or reject any or all proposals received;
 - b. to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all consultant teams, and to waive any defects as to form or content of the RFP or any responses by any consultant teams obligation;
 - c. to reject any or all proposals and to suggest that individual members of teams collaborate to form new consultant teams; and
 - d. to require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's qualifications as may result from negotiations.
6. In finalizing the scope of services, the City may request that the consultant add, delete, or replace sub-consultants with those from other teams that submitted proposals. Such changes will be bound to the project DBE requirements.
7. The contract amount (including reimbursable expenses) will be a maximum not-to-exceed amount on the tasks described in Chapter 1 and the cost proposal or hourly rates submitted under Chapter 2, or lesser rates mandated by the City. Reimbursable expenses are subject to prior approval of the City. The amount for such expenses will be

included in the maximum not-to-exceed amount. *Note: Firms will be required to maintain their billing rates for this period. Should the term of the Agreement need to be extended, rate increases will be allowed at that time.*

D. CONTRACT AWARD

1. Upon successful completion of the negotiations, City staff will seek City Council authorization to award a professional services agreement to the selected consulting firm. Upon authorization to award the contract by the City Council and upon execution of the contract, the City shall issue an Authorization to Proceed to the selected consulting firms.
2. The selected consulting firm shall be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the consulting team may be required to undergo an evaluation to demonstrate that the firm uses recognized accounting and financial procedures.
3. Sample Professional Services Agreement
Consultants are advised to review the sample Professional Services Agreement (see Appendices). Consultants will be required to execute this agreement and the City is not inclined to make any modifications to its terms and conditions. Submittal of a proposal shall demonstrate the consultant's understanding and acceptance of the terms of the agreement.
4. Insurance Requirements
The awarded consultant will be required to provide proof of insurance in accordance with **Schedule Q** prior to execution of a contract. (see Appendices)
5. Business Tax Certificate
The consultant awarded this contract shall obtain or provide proof of having a current City of Oakland Business Tax Certificate prior to contract execution and shall maintain a current tax certificate for the duration of the contract.

E. PROJECT TIMELINE

The following is an approximate and estimated linear timeframe and it is for information only. The Consultant shall not be entitled for additional compensation if this timeline is not met or if the actual project's schedule differs from this timeline.

ACTIVITY	ESTIMATED TIMEFRAME
RFP Issued	December 19, 2025
Pre-Proposal Meeting	January 12, 2026
Question Due	January 22, 2026
Proposals Due	February 5, 2026

SECTION IV. Notice to Proposers DBE Information

(AKA FEDERAL EXHIBIT 10-1)

DBE GOALS NOT APPLICABLE FOR THIS CONTRACT

1. Terms As Used In This Document

- “consultant”, “prime consultant” and “proposer” are defined as a professional services consultant.
- “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- “agreement” also means “contract.”
- “Agency” also means the local entity entering into this contract with the contractor or consultant.
- “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. Protest Procedures

In accordance with 49 CFR 18.36(b)(12), the City shall have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency (i.e. Caltrans Local Assistance). A protestor must exhaust all administrative remedies with the City before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to: (i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and (ii) Violations of the City’s protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the City.

Any proposer desiring to protest any RFP must file a written protest with the Office of the City Clerk within **five (5) working days** of the RFP submittal deadline. For example, for RFPs due between 2:00-3:00 p.m. on Thursdays, the Protest Deadline is 3:00 p.m. the following Thursday. The written protest must comply with the following requirements:

- A. Only a prime consultant who has actually submitted a proposal for the subject project is eligible to submit a protest. Subconsultants are not eligible to submit protests. A proposer may not rely on the protest submitted by another proposer, but must timely pursue its own protest.
- B. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting proposer.
- C. The procedures and time limits set forth in this section are mandatory and are the proposer’s sole and exclusive remedy in the event of protest. The proposer’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal

proceedings.

- D. In all cases, the first level of review of any protest shall be conducted by OPW Contract Services department which shall, within 48 hours of receiving a protest from the City Clerk's office, will acknowledge receipt of protest in writing to the protesting proposer. As appropriate, the City Clerk, the Project Manager, the Contract Compliance Officer, and/or the City Attorney will be consulted to resolve the protest.
- E. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting proposer by the OPW Contract Services department on behalf of the City.
- F. The City may not award the contract pending the City's determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department, or the designee.

3. Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

4. Submission of DBE Information (*not required for this contract*)

- ~~A. **Exhibit 10-O1 Consultant Proposal DBE Commitment:** The proposer must submit Exhibit 10-O1 with their proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.~~
- ~~B. **Exhibit 10-O2 Consultant Contract DBE Information:** This Exhibit is due from the successful proposer and shall be submitted after negotiations are completed. Even if no DBE participation will be reported, the successful proposer must execute and return this Exhibit.~~
- ~~C. **Exhibit 15-H DBE Information – Good Faith Efforts:** It is **highly recommended** that proposers submit Exhibit 15-H even if they believe they have met the DBE goal. If a proposer fails to meet the DBE goal and does not submit Exhibit 15-H, their proposal will be deemed non-responsive. If a proposer fails to meet the DBE goal and does submit Exhibit 15-H with compelling documentation of good faith efforts, their proposal could be deemed responsive. If a proposer meets the DBE goal and does not submit Exhibit 15-H, their proposal will be deemed responsive. Proposers may submit~~

~~Exhibit 15-H with their proposal or NO LATER THAN 4:00 PM on the 4th working day after proposal due date. Submit by mail, messenger or email to Capital Contracts Division, 250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612; to the attention of Dasco Munoz. See Request for Proposals for contact information.~~

5. DBE Participation General Information (not required for this contract)

~~It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:~~

- ~~A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).~~
- ~~B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.~~
- ~~C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - ~~1. The proposer is a DBE and will meet the goal by performing work with its own forces.~~
 - ~~2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.~~
 - ~~3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal. Refer to Exhibit 15-H for further information.~~~~
- ~~D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.~~
- ~~E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.~~
- ~~F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.~~
- ~~G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.~~

6. Resources

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <https://ucp.dot.ca.gov/licenseForm.htm>
 - i. Click on the link titled *Disadvantaged Business Enterprise*;

- ii. Click on Search for a DBE Firm link;
- iii. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

7. Materials or Supplies Purchased From DBEs Count Towards The DBE Goal Under the Following Conditions (not required for this contract)

- ~~A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.~~
- ~~B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.~~
- ~~C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long term lease agreement and not an ad hoc or Agreement by Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.~~
- ~~D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.~~

8. Financial Management and Accounting System Requirements

Contracts will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18 and 48 CFR Part 31. Prime consultants with a proposed contract **totaling** \$150,000 or more, **and** any subconsultants listed on the contract, must certify the accuracy of their contract costs and adequacy of their financial management systems (see Appendices for Exhibit 10-K "*Consultant Certification of Contract Costs and Financial Management System*").

Components include certification that:

- All costs included in the proposed contract to establish final indirect cost rate (ICR) are allowable in accordance with the cost principle of the FAR, 48 CFR, Part 31.
- The proposed contract does not include any costs which are expressly unallowable under the cost principles of the FAR, 48 CFR, Part 31.
- All known material transactions or events that have occurred affecting the firm's ownership, organization, and ICRs have been disclosed.
- The consultant's financial management system meets the standards for financial reporting, accounting records, internal and budget controls set forth in the FAR 49 CFR, Part 18.20.
- The consultant has provided the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to the consultant within the last three calendar years, and for all state DOTs and local agency contracts, and the number of states in which the firm does business.
- All direct costs included in the proposed contract are reasonable, allowable, and allocable in accordance with FAR 48 CFR, Part 31, in compliance with applicable accounting principles, and in compliance with the terms of the proposed contract.

Consultants must also ensure their ICRs are prepared in the acceptable ICR scheduled format, see AASHTO Uniform Audit & Accounting Guide, Chapter 5 tables.

Subconsultants are required to follow all the state, federal and contract requirements outlined above. In addition, all subconsultants are required to:

- Certify their contract costs and financial management system (Exhibit 10-K "*Consultant Certification of Contract Costs and Financial Management System*") when the **total** contract between the prime consultant and the local agency is \$150K or more. (23 U.S.C. 112(b)(2)(B)).
- Use the accrual basis of accounting when developing their ICRs.
- Have an adequate job costing system.

9. Prompt Payment of Funds Withheld to Subcontractors

Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

No retainage will be held by the City from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

SECTION V. Mandatory Policies and Programs

**<<< City Schedules E (Federal) and O shall be submitted with the proposal.
(APPENDIX A, PART 1) >>>**

All other City Schedules referenced below are not required with the proposal. These schedules will only be required of the contractor receiving the award and will be provided during the contract execution phase (APPENDIX A, PART 2). Further description of these Schedules, policies, programs, and ordinances referenced in this section can be found at:

<https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>

Please carefully review all the terms and conditions described below. The City shall award contracts only to firms that can achieve full compliance.

1. Definitions for this section:

- “contractor”, “consultant”, “firm”, “prime consultant” and “proposer” are defined as a professional services consultant.

2. Pre-Proposal/Pre-Submittal Meeting Information

Section I.A. Request for Proposals Notice and legal advertisement will indicate whether a pre-proposal/pre-submittal meeting is scheduled, and if it is voluntary or mandatory. If mandatory, Prime Proposers who fail to attend the pre-proposal/pre-submittal meeting are disqualified from submitting a proposal/statement of qualifications. Topics discussed at the meeting may include, but are not limited to, general or technical project information, compliance requirements for programs such as the City’s Local/Small Local Business Enterprise Program, Disadvantaged Business Enterprise provisions, or supplemental HUD funding provisions, the Local Employment Program, the Oakland Apprenticeship Workforce Development Partnership System, Prompt Payment Ordinance, Equal Benefits Ordinance, Border Wall Prohibition, minimum wage ordinance, living wage ordinance, and prevailing wages.

3. Proposal Documents and Addenda

Proposal Documents and **Addenda** are available digitally only and provided free of charge through two websites listed below. Hard copies are NOT available for purchase from the City. Courtesy notifications for Public Works Department contracting opportunities are only emailed to vendors registered in iSupplier and the City’s Contract Opportunities site.

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

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

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

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

The iSupplier system assigns a unique "Request for Quotation" number solely used for reference or tracking within the iSupplier system. This number need not be referenced in your submittal.

b. Bids and Contracts Opportunities:

<https://apps.oaklandca.gov/ContractOpportunities/>

4. Public Records Act or Sunshine Ordinance

Once a final award is made, all RFP responses except financial and proprietary information become a matter of public record and shall be regarded by the City as public records. Firms may label individual pages as "confidential" or "proprietary" information to indicate their desire to withhold financial or proprietary information. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance. Disclosure of any such records is at the City's discretion, based on the potential impact of the public's interest.

5. Rejection of Proposal Elements

A proposal RISKS BEING REJECTED for any of the following reasons:

- Proposal received after designated time and date.
- Proposal received at other than the designated location.
- ~~Proposal not meeting the Federal DBE goal as indicated in Section 4.~~
- Proposal not containing the required elements or exhibits, or not organized in the required format.
- Proposal containing excess or extraneous material not called for in the RFP.
- Proposal considered not fully responsive to this RFP.

6. Non-Discrimination/Equal Employment Practices

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

- a. The consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual

preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The consultant and its sub-consultants shall state in all solicitations or advertisements for employees placed by or on behalf of the consultant that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- c. Consultant shall make its goods, services, and facilities accessible to people with disabilities and shall verify compliance with the Americans with Disabilities Act by executing Declaration of Compliance with the Americans with Disabilities Act, attached hereto and incorporated herein.
- d. If applicable, the consultant will send to each labor union or representative of workers with whom consultant has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of consultant's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Consultant shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its sub-Contractors and suppliers, by completing the Ownership, Ethnicity and Gender Questionnaire.
- f. The Project Consultant Team attached and incorporated herein and made a part of this Agreement, Exit Report and Affidavit, attached and incorporated herein and made a part of this Agreement.
- g. All affirmative action efforts of contractors are subject to tracking by the City. The information or data shall be used for statistical purposes only. All consultants are required to provide data regarding the make-up of their subcontractors who will perform City contracts, including the race and gender of each employee and/or subcontractor and his or her job title or function and the methodology used by the contractor to hire and/or contract with the individual or entity in question.
- h. In the recruitment of sub-consultants, the City requires all consultants to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's minority and women-owned business utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability.

- i. The City will immediately report evidence or instances of apparent discrimination in City contracts to the appropriate State and Federal agencies, and will take action against consultants who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.
- j. In the recruitment of sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland’s business community. The City Administrator will track the City’s MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
- k. In the use of such recruitment, hiring and retention of employees or sub-Contractors, the City of Oakland requires all Contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland’s business community.

7. Violation Of Federal, State, City/Agency Laws, Programs Or Policies

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

8. Conflict of Interest / Confidentiality

Consultant shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law.

According to the City’s Purchasing System (OMC 2.04.050.C), “No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services or both.” To clarify, **a firm (including, but not limited to licensed contractors and professional service providers) may not submit a proposal as a prime consultant or contractor if they are being listed as a sub-consultant or subcontractor on another proposal or bid for the same solicitation.**

Exceptions include:

- a. A firm may be listed on more than one proposal or bid if they are proposing under separate legal entities.
- b. A firm, if not submitting as a prime consultant or contractor, may be listed as sub-consultant or subcontractor on more than one proposal or bid.
- c. In the case of an RFQ for On-Call Construction Services, a firm may be listed as a prime contractor or subcontractor in more than one submittal provided each submittal is for a different contractor license type (e.g. A, B, C10, C-27, etc..) or service type at the

sole discretion of the City.

- d. No officer, director, employee or member of a Mentor-Protégé team, as defined by the LBE/SLBE Program, shall be allowed to bid or otherwise participate independently on a city contract where the mentor-protégé team is bidding or otherwise participating. Each party is prohibited from submitting multiple bids on a city contracts.

Consultant specifically agrees to the following:

- a. Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this project. Without limitation, the consultant represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest consultant may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.
- b. Consultant understands and agrees to successfully provide the services requested by the project. In addition, every communication between the consultant and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the consultant, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.
- c. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-consultant or consultant of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a consultant such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs/RFQs, feasibility studies, master plans or preliminary discussions or negotiations.

9. Prevailing Wage Rates

This project is subject to State of California Labor Code Sections 1770-1781, 1813, and 1815 requiring the payment of prevailing wages and compliance with other applicable requirements. Prevailing wage information, including wage rates, can be found at the

California Department of Industrial Relations website: <https://www.dir.ca.gov/public-works/prevaling-wage.html>

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspectionwork, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations web site at: http://www.dir.ca.gov/dlsr/statistics_research.html.

Federally-funded projects are subject to the Davis-Bacon Act. The payment of predetermined minimum wages on Federal-aid contracts is derived from the Davis-Bacon Act of 1931 and is prescribed by 23 USC 113. Federal wage rates are not required to be physically included in the contract advertising package provided they are referenced to an Internet web site address where they can be found. However, these wage rates must be physically inserted in the final contract package signed by the City and the contractor on all Federal-aid highway construction projects exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempted.

The federal minimum wage rates are available directly from the Department of Labor Home Page under <https://beta.sam.gov/>. Click on and navigate through “Search Wage Determinations”. The most current federal minimum wage rates in effect when these bid documents were advertised are:

**General Decision Number CA20250018,
Modification Number 21, Revised 12/19/2025**

For conformance with the federal “10-day rule,” the City shall access the federal wage rates within ten days prior to bid opening to see if updated rates have been posted. If the updated wage rates have been posted, the City shall to issue an addendum. Addenda are issued only to official plan holders of the Bid book (those who have directly obtained the bid book from iSupplier).

10. Minimum Wage Ordinance

The City’s Minimum Wage Ordinance, effective March 2, 2015, establishes a minimum hourly wage rate, requires paid sick leave, and requires payment of service charges to hospitality workers. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.

Employers located in Oakland are subject to federal, state and local minimum wage laws. In

the event of conflicting requirements, employers shall follow the stricter requirement by paying the higher rate. For further information, please refer to:

https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeId=TIT5BUTAPE_RE_CH5.92CIMIWASILEOTEMST

11. Prompt Payment Ordinance OMC Section 2.06.070

The Ordinance requires that consultant and its sub-consultants shall pay undisputed invoices of their sub-consultants for goods and/or services within twenty (20) business days of submission of invoices, unless specific exemptions apply, or unless the Consultant or its sub-consultants notify the City's Prompt Payment Liaison in writing within five (5) business days that there is a bona fide dispute between the consultant or its sub-consultant and claimant. In this case the Consultant or its sub-consultant may withhold the disputed amount but shall pay the undisputed amount.

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

Consultant and its sub-consultants shall not be allowed to retain monies from sub-consultant payments for goods as project retention, and are required to release sub-consultant project retention in proportion to the sub-consultant services rendered, for which payment is due and undisputed, within five (5) business days of payment. Consultant and its sub-consultants shall be required to pass on to and pay sub-consultants' mobilization fees within five (5) business days of being paid such fees by the City.

For the purpose of posting on the City's website, consultant and its sub-consultants, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, consultants are required to file an affidavit, under penalty of perjury, that he or she has paid all sub-consultants, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all sub-consultants and the amount paid to each.

Consultant and its sub-consultants shall include the same or similar provisions as those set forth above in this section in any contract with a consultant or sub-consultant that delivers goods and/or services pursuant to or in connection with a City of Oakland purchase contract. Invoice and claim inquiries should be directed to dwes@oaklandca.gov.

12. Arizona and Arizona-Based Businesses

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

rescinds SB 1070.

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

13. Nuclear Free Zone

Consultant confirms that it has read and understood Ordinance No. 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," which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City's policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

14. Ownership, Ethnicity and Gender Questionnaire – Schedule D

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

15. Project Consultant Team Listing – Schedule E

This preliminary project team shall reflect the prime consultant's understanding of the services required under this RFP or RFQ. List the prime consultant and all sub-consultants along with the anticipated percentage of work distribution. Upon completion of contract negotiations, the awarded consultant shall update this project team and work distribution by submitting a final Schedule E upon request by the City.

16. Sanctuary City Contracting and Investment Ordinance – Schedule I

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.

17. Consultant Performance Evaluation – Schedule L1

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

18. Progress Payment Form – Schedule G

This Agreement is subject to the reporting of subcontractor progress payments monthly. The Schedule G form can be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

19. Consultant's Proposals - Schedule M, Part A

Consultant represents that:

- Consultant has the Proposals and skills necessary to perform the services under this contract in a competent and professional manner without the advice or direction of the City; and
- the services will be performed in accordance with the generally accepted principles and practices applicable to consultant's trade or profession; and
- Consultant and its employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to performance of the services; and
- all services provided pursuant to this contract shall comply with all applicable laws and regulations; and
- Consultant will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program.
- This means Consultant is able to fulfill the requirements of this contract. Failure to perform all of the services required under this contract will constitute a material breach of the contract and may be cause for termination of the contract. Consultant has complete and sole discretion for the manner in which the work under this contract is performed.

20. The City's Living Wage Ordinance – Schedule N

The selected proposer will be required to agree to comply fully with and be bound by the Living Wage Ordinance as set forth by the Oakland Municipal Code (OMC), Chapter 2.28. Generally, the ordinance requires that, unless specific exemptions apply or a waiver is granted, all employers contracted to provide services amounting to or exceeding \$25,000, shall provide nothing less than a prescribed minimum level of compensation (a living wage), as well as the provision of at least twelve (12) days off per year for sick leave.

If applicable, the selected proposer must agree to comply with the requirements and agree that it has a duty to promptly provide the City with any documents and information requested verifying its compliance, including the completion and submission of a Declaration of Compliance with the Living Wage Ordinance (Schedule N).

Oakland employers are also subject to the City of Oakland Minimum Wage law (Oakland Municipal Code section 5.92) and must pay employee wages and provide benefits consistent with the Minimum Wage law, Oakland Living Wage Ordinance, whichever are greater.

21. Equal Benefits Ordinance - Schedule N-1

The selected Contractor will be subject to the Equal Benefits Ordinance (OMC Chapter 2.32) and its implementing regulations if it receives \$25,000 or more for public works or improvements to be performed or for goods or services to be purchased or grants to be provided at the expense of the city or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city, unless specific exemptions

apply or a waiver is granted. The Equal Benefits Ordinance prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

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

If applicable, the selected Bidder/Contractor must agree to comply with the requirements of OMC Chapter 2.32, and agree it has a duty to promptly provide the City with any documents and information requested verifying its compliance, including the completion and submission of Schedule N-1.

22. City of Oakland Campaign Contribution Limits – Schedule O

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code. The Campaign Reform Act prohibits consultants that are doing business or seeking to do business with the City from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations. All prime consultants must complete the Acknowledgment of Campaign Contribution Limits Form.

23. Border Wall Prohibition – Schedule W

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code, Ordinance 13459 C.M.S. The ordinance mandates and directs the City Administrator, when there is no significant additional cost (to be defined in regulations) or conflict with law, to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S. - Mexico border wall.

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" individual, firm, or financial institution who provides any services, goods, equipment, or information technology or cloud-based technology or services, to construct any part of the U.S. - Mexico border wall.

Schedule W shall be submitted by the Prime with its bid. All subcontractors shall be required to submit Schedule W during the contract execution process.

24. Exit Report and Affidavit – Schedule F

This Agreement is subject to the Exit Reporting and Affidavit form. The Schedule F form can

be found on our website at <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>.

- The Prime Contractor/Consultant/Grantee must complete this form as part of the close-out process. Each LBE/SLBE sub-contractor/sub-consultant and sub-grantee (including lower tier LBE/SLBE sub-contractors/sub-consultants, sub-grantees, suppliers and truckers). The Exit Report and Affidavit must be submitted to Department of Workplace and Employment Standards (DWES) with the final progress payment application. (Remember to please complete an L/SLBE Exit Report for each listed L/SLBE sub-contractor/sub-consultant or sub-grantee).

END OF RFP

APPENDICES

- APPENDIX A: City Schedules and Federal Exhibits
 - Part 1 - Due with Proposal
 - Part 2 - Due During Contract Execution Phase
 - Part 3 – Documents for Project Close-Out Phase
- APPENDIX B: Sample Professional Agreement
- APPENDIX C: Schedule Q – Professional Services Insurance Requirements
- APPENDIX D: (other attachments)

APPENDIX A

PART 1 - DUE WITH PROPOSAL

City Schedules and Federal Exhibits

- Schedule E Preliminary Consultant Team Listing – Federal
- Schedule I Sanctuary City Contracting and Investment Ordinance
- Schedule O Campaign Contribution Limits
- Schedule W Border Wall Prohibition (from Prime)
- Schedule Z Certification of Debarment and Suspension
- ~~Exhibit 10-O1 Local Agency Consultant DBE Commitment~~
- Exhibit 10-Q Disclosure of Lobbying Activities

SCHEDULE E - FEDERAL

PROJECT CONSULTANT TEAM LISTING (PRELIMINARY)



NAME OF RFP OR RFQ:

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

DATE: _____

PRIME CONSULTANT: _____

SIGNED: _____

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Subconsultant	DBE	* Ethnicity	** Gender	not used

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



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) _____, the undersigned, _____ of
(Position/Title

(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.MS. 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.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner)

(Date)

(Name of Business Entity)

(Street Address, City, State, and Zip Code)

(Name of Parent Company) (If applicable)

Contacts:

Office Phone: _____ Cell Phone: _____ email: _____

For Office Use Only:

Approved/Denied/Waived

(signed) _____
Authorized Representative

Date

SCHEDULE I DB/DM 2019



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

To be completed by City Representative prior to distribution to Contractor

City Representative _____ Phone _____ Project Spec No. _____

Department _____ Contract/Proposal Name _____

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

Contractor Name _____ Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) _____ Bid _____ Proposal _____ Qualification _____ Amendment

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

Individual or Business Name _____ Phone _____ - _____ - _____

Street Address _____ City _____, State _____ Zip _____

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

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

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

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

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

Signature

_____/_____/_____
Date

Print Name of Signer

Position

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

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

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

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, _____, the undersigned, a
(Name)
_____ of _____
(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.MS. Based on my understanding the above is true and correct to the best of my knowledge.
- I declare that I understand Ordinance #13459 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

(Printed Name and Signature of Business Owner) (Date)

(Name of Business Entity) (Street Address City, State and Zip Code)

(Name of Parent Company)



Schedule Z

Certification of Debarment and Suspension

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the City is required to obtain certifications that contractors and sub-grantees receiving awards exceeding \$100,000 have not been suspended or debarred from participating in federally funded procurement activities.

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency.
 - b) Have not within a 3 year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction under a public transaction or contract.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal State or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

By signing and submitting this form the prospective primary participant's authorized representative hereby obligates the proposer(s) to the above stated conditions.

_____		_____	
Company Name		Signature of Authorized Representative	
_____		_____	
Address		Type or Print Name	
_____	_____	_____	_____
Area Code	Phone	Date	Type or Print Title

Instructions for Certification A

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department/agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary" covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 49CFR Part 76. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
7. The prospective primary participant further agrees by submitting this proposal that it will included the clause titled" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, to all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals.
9. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

APPENDIX A

PART 2 - DUE DURING CONTRACT EXECUTION PHASE

City Schedules and Federal Exhibits

- Schedule E Federal - Project Consultant Team Listing (Final)
- Schedule W Border Wall Prohibition (from all subconsultants)
- Combined Schedules D&M
- Schedule N
- Schedule N-1
- Schedule S
- Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System
- ~~Exhibit 10-O2 Local Agency Consultant DBE Information~~

APPENDIX A

PART 3 – DOCUMENTS FOR PROJECT CLOSE-OUT PHASE

- ~~Exhibit 17 F – Final Report – Utilization of DBEs~~
- Exhibit 10-S Mandatory Consultant Evaluation

APPENDIX B

Sample Professional Services Agreement

CITY OF OAKLAND

CONTRACT OF PUBLIC WORKS

ARCHITECTURAL AND ENGINEERING PROFESSIONAL SERVICE AGREEMENT BETWEEN THE CITY OF OAKLAND AND

INSERT FULL LEGAL NAME IN ALL CAPS (NAME OF CONTRACTOR)

PARTIES AND EFFECTIVE DATE

This *Professional Service Agreement* (“Agreement” or “Contract”) is made by and between the CITY OF OAKLAND, a municipal corporation (“City”) and [**CONTRACTOR’S FULL LEGAL NAME**] (“Contractor”) (collectively the “Parties”) and shall be effective on the date the Agreement is executed by all Parties (“Effective Date”).

RECITALS

- A. The City wishes to [**insert a short description of services required**].
- B. This Agreement was competitively procured as required by Oakland Municipal Code Chapter 2.04. [**or state the exception to competitive procurement and how waiver granted**].
- C. The City Council approved this Agreement by Resolution No. [] C.M.S. on [DATE].
- D. The City Administrator has determined that this Agreement is for services that are professional, scientific, or technical and temporary in nature and that this Agreement will not result in the loss of employment or salary by any person having permanent status in the competitive service.
- E. Funds are available for this Agreement in [**insert Department Name**] Fund (**insert fund number**), [**insert Project Number, if applicable**].

NOW, THEREFORE, the Parties to this Agreement covenant as follows:

AGREEMENT PROVISIONS

1. Scope of Services

Contractor agrees to perform the services specified in **Schedule A, Scope of Services** attached to this Agreement and incorporated herein by reference.

Contractor shall designate an individual who shall be responsible for communications with the City for the duration of this Agreement. The Project Manager for the City shall be **Project Manager**.

2. Time of Performance

RFP Name

Project Name

The time for performance under this Agreement (“Term”) shall begin on **Month, Day, Year** and shall end **Month, Day, Year**. The City’s Project Manager shall issue a formal Notice to Proceed to the Consultant. Until the Consultant receives a formal **Notice to Proceed**, any Services the Consultant performs prior cannot be considered eligible Agreement costs for compensation.

3. Compensation and Method of Payment

Consultant shall be compensated for Services set forth in **Exhibit A** performed after receipt of a formal Notice to Proceed from the City’s Project Manager during the Agreement Term in accordance with **Exhibit B**, Billing Rates, attached hereto and incorporated herein. Payments shall be based on actual, eligible costs incurred by Consultant in performance of the Services under this Agreement but shall be capped so as not to exceed **CONTRACT AMOUNT** (“Capped Amount”). The maximum amount paid for the performance of Services under this Agreement shall not exceed the Capped Amount, even if the Consultant’s actual costs exceed the Capped Amount.

Consultant is to submit to the City’s Project Manager, within fifteen (15 days) of receipt of the Notice to Proceed, whether for a single project Professional Services Agreement or for discrete projects issued under On-Call Professional Services Agreements as Task Order (s), a detailed list of measurable deliverables with associated timeline for the City’s Project Manager’s approval. Payment shall be based on the City-approved list of measurable deliverables.

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

All invoices shall be submitted for payment on a monthly basis (unless approved otherwise in writing by the City’s Project Manager) and shall identify the completed Services along with any required supporting documentation or deliverable(s) based upon **Exhibit A** and the approved budget by task phase/deliverable and billing rates in **Exhibit B** – Billing Rates, attached to this Agreement and incorporated herein by reference. Billing Rates shall remain the same for the Agreement Term unless otherwise approved by the City’s Capital Contracts Division and entered as an amendment to this Agreement.

All invoices shall state a description of the deliverable(s) and/or Service(s) completed or provided, time period covered, the amount due and supporting documents such as time sheets for hours being billed, with billing rates, and receipts for reimbursable expenses. Payment shall be due upon City’s approval of completed work, acceptance of the deliverables, and approval of Consultant’s invoice and associated documentation. Any invoiced item that is not adequately documented or substantiated, shall be removed, or disallowed, from the approved total amount invoiced. The Consultant may resubmit request for payment of the disallowed item(s) with the next month’s (31 days) invoice with required and approved substantiating documentation.

Progress, or other payments, shall be based on at least equivalent Services rendered, and will not be made in advance of Services rendered. In computing the amount of any progress payment (this includes any partial payment of the contract price during the progress of the work, even though the work is broken down into clearly identifiable stages, or separate tasks), the City will determine the amount that the consultant has earned during the period for which payment is being made based on the Agreement.

Eligible Consultant costs shall consist of the all Services performed under **Exhibit A** and at the Billing Rates shown in **Exhibit B**. Reasonable administrative costs may be included as part of the **Exhibit B** and will depend on the complexity of the Services' preparation, planning, coordination and other activities required to complete a task, deliverable, any portion thereof, or this Agreement. Reimbursable administrative expenses are the necessary costs incidentally, but directly related to the project including the portion of overhead and administrative expenses that are directly related to the Services provided under this Agreement in accordance with the standard accounting practices of the Consultant. The maximum markup permitted to the Consultant for subconsultant management under this agreement is ten percent (10%) and is applied at the time of invoice submission to the City.

Costs that are not eligible for reimbursement with City funds include, but are not limited to the following items:

Costs incurred by the Consultant prior to receipt of the City's Notice to Proceed.
Travel and per diem costs (per diem includes subsistence and other related costs).
Overhead not directly related to Agreement Service(s) costs.

4. Independent Contractor

a. Rights and Responsibilities

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

b. Contractor's Qualifications

Contractor represents that Contractor has the qualifications and skills necessary to perform the services under this Agreement in a competent and professional manner without the advice or direction of the City. Contractor warrants that the Contractor, and the Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state, and local laws, statutes, ordinances, rules,

and regulations relating to Contractor's performance of the Services. All Services provided pursuant to this Agreement shall comply with all applicable laws and regulations. Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program. Failure to perform all of the Services required under this Agreement will constitute a material breach of the Agreement and may be cause for the City's termination of the Agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this Agreement, Contractor shall complete and submit **Schedule M, Part A, Independent Contractor Questionnaire**, which shall be attached hereto and incorporated herein.

c. Payment of Income Taxes

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

d. Non-Exclusive Relationship

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

e. Tools, Materials, and Equipment

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

f. Cooperation of the City

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

g. Extra Work

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

5. Proprietary or Confidential Information of the City

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by the City and that such information may

contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the City. Contractor agrees that all information received from the City, or collected on behalf of the City, including personal identifying data, shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

6. Ownership of Results

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

7. Copyright

Contractor shall timely execute and provide to the City all necessary documents to assign to the City the copyright to works created pursuant to this Agreement.

8. Audit

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

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

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

9. Agents/Brokers

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

10. Assignment

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

11. Publicity

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

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

12. Title of Property

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

Contractor shall provide to the City Auditor all property-related audit and other reports required under this Agreement.

Contractor shall obtain the City's approval prior to the disposition or sale of any real or personal property acquired with City funds.

13. Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must acquire and maintain for the duration of this Agreement, the policies of insurance identified in **Schedule Q, Insurance Requirements**, attached hereto and incorporated herein. Contractor must submit proof of insurance, which shall be attached hereto and incorporated herein.

14. Indemnification

- a. Notwithstanding any other provision of this Agreement, Contractor will indemnify and hold harmless (and at City's request, defend) City, and each of their respective Councilmember's, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitees") from and against any and all liabilities, claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, actions or causes of action, and expenses (including reasonable attorneys' fees) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor.
- b. City will give Contractor prompt written notice of any such claim of loss or damage and will cooperate with Contractor, in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests.
- c. Notwithstanding the foregoing, City shall have the right if Contractor fails or refuses to defend City with Counsel acceptable to City to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold any payments due Contractor in the amount of anticipated defense costs plus additional reasonable amounts as security for Contractor's obligations under this Section 15. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.
- d. Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any actions or claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, which obligation shall arise at the time any action or claim is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitees.
- e. All of Contractor's obligations under this Section 15 are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8) and shall survive the expiration or sooner termination of this Agreement.
- f. The indemnity set forth in this Section 15 shall not be limited by the City's insurance requirements contained in **Schedule Q** hereof, or by any other provision of this Agreement. City's liability under this Agreement shall be limited to payment of Contractor in accord to the terms and conditions under this Agreement and shall exclude any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

15. Right to Offset Claims for Money

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

16. Prompt Payment Ordinance

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

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

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

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

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

Prompt Payment invoice and claim forms are available at the following City of Oakland website: <https://www.oaklandca.gov/resources/prompt-payment-forms> or in the Department of Workplace and Employment Standards, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be emailed to dwes@oaklandca.gov.

17. Arizona and Arizona-Based Businesses

Contractor confirms that it has read and understood City Resolution No. 82727 C.M.S., which urges City Departments to the extent practicable and in instances where there is no significant additional cost to the City of conflict with the law, to refrain from entering into new or amended contracts to purchase goods or services from any company that is headquartered in Arizona, and urges companies to also boycott the State of Arizona and Arizona-based businesses until Arizona repeals SB 1070. Contractor agrees, in accordance with City Resolution No. 82727 C.M.S., that Contractor is not currently headquartered in the State of Arizona and shall not establish an Arizona business headquarters for the duration of this Agreement or until Arizona rescinds SB 1070.

18. Sanctuary City Contracting and Investment Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.23, Sanctuary City Contracting and Investment Ordinance, which prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE), the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) with any “data broker,” “extreme vetting,” or “detention facilities” services (as defined in Oakland Municipal Code Section 2.23.020) unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Sanctuary City Contracting and Investment Ordinance (**Schedule I**) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been contracted to provide ICE, CBP, or the HHS/ORR with data broker, extreme vetting, or immigration detention facilities services, and that the City, in its sole discretion shall determine such failure.

19. Border Wall Ordinance

Contractor confirms that it has read and understood Oakland Municipal Code Chapter 2.22, Border Wall Ordinance, which prohibits the City from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any “BORDER WALL ENTITY” (as defined by Section 2.22.020 of the Oakland Municipal Code), individual, firm, or financial

institution who provides any services, goods, equipment or information technology or cloud-based technology or services, to construction of a wall along any part of the United States-Mexico border unless the prohibition is waived.

Contractor certifies that it has completed a Declaration of Compliance with the Border Wall Ordinance (**Schedule W**) to secure this Agreement, incorporated herein, and agrees, as a material condition of this Agreement, that Contractor and its agents or subcontractors that provide goods or services to or for the City under this Agreement have not been hired to provide services, goods, products, equipment, or information or cyber technology, construction, architectural, engineering, or any professional services for the construction of the Border Wall, or any Border Wall Work or provide such services for the duration this Agreement. Contractor stipulates that failure to comply with the requirements of Oakland Municipal Code Chapter 2.22 shall constitute a material breach by Contractor of this Agreement. The City in its sole discretion shall determine such failure.

20. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland. Contractor agrees to disclose and has disclosed, any and all pending disputes with the City in writing to the Project Manager. Failure to disclose pending disputes prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

21. Events of Default and Remedies

A. The occurrence of any of the following shall constitute a material default and breach of this Agreement by Contractor:

1. Failure to adequately perform the Work set forth in the Scope of Work;
2. The use or expenditure of funds, property, and/or information provided under this Agreement by Contractor in any manner that is not consistent with the purpose of this Agreement or in compliance with the Scope of Work attached hereto;
3. Failure of Contractor to comply with any obligations under this Agreement, or to observe or perform any other material provision of this Agreement; or
4. Contractor's (a) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or 60 days after the filing; (b) making a general assignment for the benefit of creditors; (c) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or 60 days after the filing; (d) insolvency; or (e) failure, inability or admission in writing of its inability to pay its debts as they become due.

B. The City shall give written notice to Contractor of any default by specifying the nature of the event or deficiency giving rise to the default, the action required to cure the deficiency, if an action to cure is possible, and a date, which shall be not less than 30 calendar days

from the mailing of the notice, by which such action to cure, if a cure is possible, must be undertaken. Contractor shall not be in default if Contractor cures such default within the specified cure period, or, if such default is not reasonably capable of cure within the specified period, Contractor begins to cure the default within the cure period and thereafter diligently pursues the cure to completion. Following any notice of an event of default, the City may suspend payments under this Agreement pending Contractor's cure of the specified breach. Upon an event of default that has not been cured by Contractor, the City, in its discretion, may take any of the following actions:

1. Terminate this Agreement in whole or in part;
2. Suspend payments under this Agreement;
3. Demand immediate reimbursement of any funds disbursed under this Agreement;
4. Bring an action for equitable relief (i) seeking the specific performance by Contractor of the terms and conditions of the Agreement, and/or (ii) enjoining, abating, or preventing any violation of said terms and conditions, and/or (iii) seeking declaratory relief;
5. Bar Contractor from future funding by the City; and/or
6. Pursue any other remedy available at law or in equity.

22. Termination on Notice

The City may terminate this Agreement immediately with or without cause upon giving thirty (30) calendar days written notice to Contractor. Unless otherwise terminated as provided in this Agreement, this Agreement will terminate on **Month, Day, Year**.

23. Conflict of Interest

a. Contractor

The following protections against conflict of interest will be upheld:

- i. Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising therefrom.
- ii. Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

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

or feasibility studies for that contract) through its work under this Agreement.

- vii. Contractor represents and warrants to the best of its present knowledge, that in addition to the State statutes, regulations, local ordinances, municipal code, and Charter provisions referenced in this section, Contractor has read and is aware of the City of Oakland Government Ethics Act (Oakland Municipal Code Chapter 2.25), including, without limitation, the provisions prohibiting Conflicts of Interest and Personal Gain set forth at OMC 2.25.040, and those prohibiting (a) the influencing of contracts with former employers and (b) nepotism, as set forth in OMC 2.25.070. Contractor agrees and acknowledges that Contractor shall adhere to the City of Oakland Government Ethics Act, to the extent Contractor is deemed a Public Servant thereunder.

- viii. Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein. “Contractor/consultant’s duties *and services* under this agreement shall not include preparing or assisting the public entity with *any portion of* the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to *the same information, including* all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.”

- ix. “Contractor/consultant’s duties *and services* under this agreement shall not include preparing or assisting the public entity with *any portion of* the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to *the same information, including* all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.”

b. No Waiver

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

c. Remedies and Sanctions

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

24. Non-Discrimination/Equal Employment Practices

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

- a. Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including but not limited to Acquired-Immune Deficiency Syndrome (AIDS), and AIDS-Related Complex (ARC)), military or military veteran status, or any other legally-protected class. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, promotion or failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national origin, mental or physical disability (including by not limited to AIDS, and ARC), military or military veteran status, or any other legally-protected class.
- c. Contractor shall make its goods, services, and facilities accessible to people with disabilities and shall comply with the Americans with Disabilities Act and all other applicable federal, state, and local disability rights legislation.

- d. If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractors are required to disclose any disciplinary or investigatory actions against the Contractor by the Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH), or the Office of Federal Contract Compliance Programs (OFCCP). Contractor agrees to disclose and has disclosed, any and all such disciplinary or investigatory actions in writing to the Project Manager. Failure to disclose such action prior to execution of this Agreement or any subsequent amendment shall be a basis for termination of the Agreement.

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

Contractor shall comply with the City of Oakland's Local and Small Local Business Enterprise Program (L/SLBE). The City's current L/SLBE Program guidelines may be accessed via the following link:

<https://cao-94612.s3.us-west-2.amazonaws.com/documents/City-of-Oakland-Local-Small-Local-Business-Program-10-2-2024.pdf>

Contractor understands and agrees to the following:

- a. Preference Points – Preference points are awarded based on the level of local, small local and very small local business participation that is proposed by contractors during the competitive solicitation process.
- b. Maintaining Participation – As a condition of the award of this Contract, Contractor must achieve and maintain the levels of local, small local, or very small local business participation for which preference points were earned during the competitive solicitation process or the levels of participation agreed upon by the Parties during negotiation of this Agreement. Failure to achieve and maintain the proposed levels of participation may result in the imposition of penalties as set forth in the above-referenced Local and Small Local Business Enterprise Program guidelines.
- c. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing **Schedule D, Ownership, Ethnicity, and Gender Questionnaire**, and **Schedule E, Project Consultant Team**, which shall be attached hereto and incorporated herein.

26. Living Wage Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, Contractor must comply with the Oakland Living Wage Ordinance, Title 2, Chapter 2.28 of the Oakland Municipal Code. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to, among others, employees of

service contractors (consultants) of the City. **Oakland employers are also subject to the City of Oakland Minimum Wage law (see next section) and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.**

If applicable, Contractor certifies that it has submitted a completed Declaration of Compliance with the Living Wage Ordinance (**Schedule N**) to secure this Agreement, which is incorporated herein, and, unless specific exemptions apply or a waiver is granted, Contractor agrees that it must provide the following to its employees who perform services under or related to this Agreement:

- a. Minimum compensation and Health Benefits – **Effective July 1st of each year, Contractor shall pay adjusted Living Wage rates**, dependent on whether health benefits are included. The current Living Wage Rates for each year can be found at <https://www.oaklandca.gov/departments/workplace-employment-standards>.

Contractor agrees to pay the rates as upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor. Contractor shall provide proof that health benefits are in effect for those employees at the lower living wage rate no later than 30 days after execution of the Contract.

- b. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward the provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.
- c. Federal Earned Income Credit - To inform employees that he or she may be eligible for Earned Income Credit (“EIC”) and shall provide forms to apply for advance EIC payments to eligible employees. There are several websites and other sources available to assist Contractor. Web sites include but are not limited to: <http://www.irs.gov> for current guidelines as prescribed by the Internal Revenue Service.
- d. Contractor shall provide to all employees written notice of its obligation to eligible employees under the City’s Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.
- e. Contractor shall provide all of the above required written notices and forms in English, Spanish or other languages spoken by a significant number of employees within 30 days of each employee’s start of work under or related to this Agreement.

- f. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay, and benefits for each of its employees. Contractor shall provide a copy of said list to the Department of Workplace and Enforcement Standards, on a quarterly basis, by March 31, June 30, September 30, and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in a penalty of five hundred dollars (\$500.00) for each day that the list remains outstanding (OMC Section 2.28.110.C). Contractor shall maintain employee payroll and related records for a period of three (3) years after expiration of the compliance period.
- g. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with all of the foregoing Living Wage provisions. Contractor shall include the above-referenced provisions in its subcontracts and by signature confirms subcontractor compliance.

27. Minimum Wage Ordinance

Oakland employers are subject to Oakland’s Minimum Wage Law, Chapter 5.92 of the Oakland Municipal Code, whereby Oakland employees must be paid the City’s current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law also requires paid sick leave for employees and payment of service charges collected for their services. **This contract is also subject to Oakland’s Living Wage Ordinance (see previous section) and must pay employees wages and provide benefits consistent with the City’s Living Wage Ordinance or the Minimum Wage Law, whichever are greater.** For further information, please visit the following website: <https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges>

28. Equal Benefits Ordinance

If the contract amount of this Agreement is equal to or greater than \$25,000, this Agreement is subject to the City’s Equal Benefits Ordinance (“EBO”), Title 2, Chapter 2.32 of the Oakland Municipal Code and its implementing regulations, which prohibits the City from contracting with entities that discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees.

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

If applicable, Contractor agrees to comply with the requirements of Oakland Municipal Code, Chapter 2.32, and agrees it has a duty to promptly provide to the City documents and information verifying its compliance.

29. City of Oakland Campaign Contribution Limits

If this Agreement requires Council approval, it is subject to the City’s Campaign Reform Act, Title 3, Chapter 3.12 of the Oakland Municipal Code, and its implementing regulations. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of or termination of, contract negotiations. If applicable, Contractor certifies that it has completed a signed certification form (**Schedule O**, Acknowledgment of Campaign Contribution Limits) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 2.32.

30. Nuclear Free Zone Ordinance

Contractor confirms that it has read and understood Ordinance No. 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,” which restricts the City from entering into professional service agreements with nuclear weapons makers unless an exemption applies. Under Ordinance No. 11478 C.M.S., it is the City’s policy to minimize the expenditure of City funds on goods and services produced by nuclear weapons makers and Contractor is urged to comply with this policy in making purchases and subcontracts. Contractor agrees to comply with Ordinance No. 11478 C.M.S. in the provision of services under this Agreement and certifies that it is not a nuclear weapons maker.

31. Slavery Era Disclosure

Contractor confirms that it has read and understood the Slavery Era Disclosure Ordinance, Oakland Municipal Code Chapter 9.60, which requires contractors providing (1) insurance services or (2) financial services to the city of Oakland (including, but not limited to, any bank in which the city deposits public funds and any investment managers), whether subject to a competitive bid or not, and (3) each textile, tobacco, railroad, shipping, rice and/or sugar company doing business with the city, including but not limited to, such businesses with a city franchise, to disclose information related to the legacy of slavery.

If applicable, Contractor certifies that it has completed a signed Slavery Era Disclosure Affidavit (**Schedule S**) to secure this Agreement, incorporated herein, and agrees to comply with Oakland Municipal Code Chapter 9.60.

32. Political Prohibition

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

33. Religious Prohibition

Contractor understands and agrees that there shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

34. Business Tax Certificate

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

35. Compliance with State and/or Federal Standards

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred, or otherwise excluded from participation in federal or state assistance programs. Contractor has submitted **Schedule Z**, Certification of Debarment and Suspension, attached hereto and incorporated by reference herein.

36. Abandonment/Termination of Project

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

Should the project or any portion thereof be abandoned, the City shall pay the Contractor for all services performed up to the effective date of termination due to abandonment in accordance with the terms of this Agreement.

37. Validity of Contracts

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

38. Governing Law

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

39. Notice

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

City of Oakland
OPW Capital Contracts Division
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612
Email: CapitalContracts@oaklandca.gov
Attn: Project Manager

Legal Name of Contractor in CAPS
Principal's Name
Address
City State Zip
Email:
Phone#:

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

40. Entire Agreement of the Parties

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

41. Modification

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

42. Severability/Partial Invalidity

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

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

43. Time of the Essence

Contractor agrees that time is of the essence in the performance of this Agreement.

44. Commencement, Completion, and Closeout

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

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

If Contractor fails to complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

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

45. Counterpart Signatures

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Contract. The parties shall be entitled to electronically sign and transmit this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the signing party or the party on whose behalf the document has been signed. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Contract upon request.

46. Authority

The persons signing below represent and warrant that they have authority to bind their respective party, and all necessary approvals to sign on behalf of their respective party have been obtained.

47. Inconsistency

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

[SIGNATURES ON NEXT PAGE]

City:

CITY OF OAKLAND,
a California municipal corporation

City Administrator's Office (Date)

Department Head (Date)

Approved for form and legality:

City Attorney's Office (Date)

Contractor:

INSERT FULL LEGAL NAME IN ALL
CAPS,

a California corporation [CONFIRM
CORPORATE STATUS]

Signature (Date)

Print Name

Title

City Resolution No. _____

Account No.: _____

Business License No. : _____

END OF ARCHITECTURAL AND ENGINEERING ON-CALL SERVICE AGREEMENT

APPENDIX C

Schedule Q – Professional Services Insurance Requirements

Schedule Q

INSURANCE REQUIREMENTS

(Revised 09/12/2019)

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

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

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

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

- ii. **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

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

- iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD**, appropriate to the contractor's profession 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:
- a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$1,000,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$1,000,000 per occurrence and in the aggregate.
- vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD**, appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

- viii. **Commercial Crime Insurance, if determined to be required by HRM/RMD**, shall cover loss due to employee dishonesty, computer and funds transfer fraud, forgery or alteration, money and securities, and theft of a client's property. Coverage shall be on an occurrence basis with limits not less than \$1,000,000 each occurrence.

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide additional insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- ii. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

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

d. Insurance Interpretation

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

e. Proof of Insurance

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

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as 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 project to verify compliance with requirements.

g. Deductibles and Self-Insured Retentions

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

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

J. Higher Limits of Insurance

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

End of Schedule Q

APPENDIX D

Energy Efficiency and Conservation Block Grant (EECBG)

Eligible Activities and Program

SUBJECT: GUIDANCE FOR ELIGIBILITY OF ACTIVITIES UNDER THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

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PURPOSE

To provide guidance on the eligibility of activities under the Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Program.

SCOPE

The provisions of this guidance apply to recipients of Infrastructure Investment and Jobs Act (IIJA) and American Recovery and Reinvestment Act (ARRA) EECBG Program funds.

LEGAL AUTHORITY AND BACKGROUND

The EECBG Program is authorized under Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended,¹ and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 and 2 CFR Part 910 and Section 40552 of IIJA.

GUIDANCE

The purpose of the EECBG Program is to assist eligible state, local, and tribal governments (collectively referred to as "eligible entities") in implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors;²
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the [Justice40 Initiative](#).

These stated purposes describe the overall intent of the EECBG Program. Entities may develop various programs and projects that address one or more of the purposes and each activity an entity undertakes is not required to meet all the stated purposes. Entities may choose from a range of eligible activities, as defined in Section 544 of EISA³ as amended by Section 40552(a) of the IIJA ([Public Law 117-58](#)).

DOE updated this guidance from the version issued in 2011 (EECBG Program Notice 10-021) to reflect the changes Congress made to EISA when it signed IIJA into law. This updated version provides guidance to EECBG Program grantees regarding the types of eligible activities that are considered allowable use of funds under one or more of the 14 eligible activity categories for the EECBG Program.⁴ Recipients of EECBG Program grants (including entities receiving sub-grants) or vouchers can use this guidance to determine eligible activities that support EECBG Program goals and implementation strategies. The

¹ 42 U.S.C. 17151 et seq.

² 42 U.S.C. 17152(b).

³ 42 U.S.C. 17154

⁴ This guidance only addresses categories 1-14 outlined in Section 544 of EISA. Category 15 is defined in law as "any other appropriate activity, as determined by the Secretary, in consultation with the Administrator of the Environmental Protection Agency, the Secretary of Transportation, and the Secretary of Housing and Urban Development."

guidance also identifies activities that are prohibited or where limitations on use of funds exist, as established by the EECBG statute or determined by DOE. This guidance is not intended to be exhaustive. If an eligible entity has a question regarding the eligibility of a specific activity, the eligible entity should contact the EECBG Program at eecbg@hq.doe.gov or their Project Officer.

In general, the overall objective of each eligible activity should be the attainment of, or the plan to attain, increased energy efficiency and conservation, or fossil fuel reduction. These activities should bear in mind an equitable distribution of community investment and projects serving disadvantaged communities, in line with the Justice40 Initiative.

Projects related to regular maintenance or repairs are not eligible. Eligible entities may apply their funds to one or more projects, as long as each project falls within one of the 14 categories of eligible uses of funds.

Equity and Environmental Justice

Per President Biden's Executive Order 14008, the Federal Government has established the goal that 40 percent of the overall benefits of certain Federal investments flow to disadvantaged communities⁵ ("DACs").⁶ This government-wide effort is called the Justice40 Initiative. The EECBG Program is a Justice40-covered program and thus contributes to the goal that 40 percent of the overall benefits of federal investments in clean energy and climate solutions flow to DACs. DOE has released General Guidance on Justice40 Implementation designed to help eligible entities and other interested parties incorporate Justice40 Initiative goals into DOE-funded projects.⁷

DOE has identified the following benefits that can flow to DACs as a result of EECBG Program funding. Specifically, benefits include, but are not limited to measurable direct or indirect or positive project outcomes that achieve or contribute to the following in DACs:

- 1) a decrease in energy burden;
- 2) a decrease in environmental exposure and burdens;
- 3) an increase in access to low-cost capital;
- 4) an increase in job creation, the clean energy job pipeline, and job training for individuals;
- 5) increases in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises);
- 6) increases in energy democracy, including community ownership;
- 7) increased parity in clean energy technology access and adoption; and
- 8) an increase in energy resilience.

⁵ Also referred to as underserved, overburdened, and frontline communities.

⁶ Pursuant to Executive Order (EO) 14008, "Tackling the Climate Crisis at Home and Abroad," January 27, 2021, and the Office of Management and Budget's Interim Justice40 Implementation Guidance M-21-28, DOE recognizes DACs as defined and identified by the White House Council of Environmental Quality's Climate and Economic Justice Screening Tool (CEJST), which can be located at <https://screeningtool.geoplatform.gov/>.

⁷ [Final DOE Justice40 General Guidance 072522.pdf \(energy.gov\)](#)

Further, the EECBG Program encourages eligible entities to include the participation of underserved communities⁸ and underrepresented groups in the activities they undertake with EECBG Program funds. EECBG Program eligible entities are highly encouraged to include contractors and sub-contractors from historically underrepresented groups^{9,10} in their project scoping. Further, Minority Serving Institutions,¹¹ Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, Veteran Owned Businesses, or entities located in an underserved community that meet EECBG Program eligibility requirements are encouraged to be considered as sub-recipients for proposed EECBG Program-funded projects.

Blueprints and Technical Assistance

DOE has developed or identified resources to assist EECBG Program recipients with development of their energy efficiency and conservation strategies and project implementation plans, including Blueprints and Technical Assistance available from the EECBG Program and other DOE programs. These resources are intended to supplement the award funding received through either a formula or competitive award from DOE.

Blueprints are step-by-step roadmaps of energy project and programs that guide EECBG Program entities to success. While not an exclusive list, the blueprints highlight a select number high-impact projects and programs based on proven practices that entities can choose to follow. Though entities may use their EECBG Program funds for a wide array of energy-related activities, those that choose to spend their EECBG Program funds exclusively on “key activities” listed in the blueprints should expect a streamlined and expedited application review because these key activities fall within eligible uses of EECBG Program funds, and most of the blueprint activities are covered by NEPA Statements of Work.

⁸ The Office of Management and Budget Interim Implementation Guidance for Justice40 defines a disadvantaged community as either: (1) a group of individuals living in geographic proximity (such as census tract), or (2) a geographically dispersed set of individuals (such as migrant workers or Native Americans), where either type of group experiences common conditions.

⁹ According to the National Science Foundation’s 2019 report titled, “Women, Minorities and Persons with Disabilities in Science and Engineering”, women, persons with disabilities, and underrepresented minority groups— blacks or African Americans, Hispanics or Latinos, and American Indians or Alaska Natives—are vastly underrepresented in the STEM (science, technology, engineering, and math) fields that drive the energy sector. For example, in the U.S., Hispanics, African Americans and American Indians or Alaska Natives make up 24 percent of the overall workforce, yet only account for 9 percent of the country’s science and engineering workforce. DOE seeks to inspire underrepresented Americans to pursue careers in energy and support their advancement into leadership positions. <https://www.energy.gov/articles/introducing-minorities-energy-initiative>

¹⁰ Note that Congress recognized in section 305 of the American Innovation and Competitiveness Act of 2017, Public Law 114-329: “[I]t is critical to our Nation’s economic leadership and global competitiveness that the United States educate, train, and retain more scientists, engineers, and computer scientists; (2) there is currently a disconnect between the availability of and growing demand for STEM-skilled workers; (3) historically, underrepresented populations are the largest untapped STEM talent pools in the United States; and (4) given the shifting demographic landscape, the United States should encourage full participation of individuals from underrepresented populations in STEM fields.”

¹¹ Minority Serving Institutions (MSIs), including Historically Black Colleges and Universities/Other Minority Institutions as educational entities recognized by the Office of Civil Rights (OCR), U.S. Department of Education, and identified on the OCR’s Department of Education U.S. accredited postsecondary minorities’ institution list.

The blueprints span a wide variety of topic areas: energy planning, energy efficiency, renewable energy, transportation infrastructure, workforce development, and financing. For more information, see the [Blueprints webpage](#).

Blueprint Topics:¹²

- Blueprint 1. Energy Planning
- Blueprint 2A. Energy Efficiency - Energy Audits and Building Upgrades
- Blueprint 2B: Energy Efficiency and Electrification in Buildings - Energy Savings Performance Contracts:
 - Blueprint 2C: Building Efficiency & Electrification Campaign
 - Blueprint 2D: Building Performance Standards & Stretch Codes
- Blueprint 3A: Solar + Storage Power Purchase Agreements and Direct Ownership
- Blueprint 3B: Community Solar
- Blueprint 3C: Solarize Campaign
- Blueprint 3D: Renewable Resource Planning
- Blueprint 4A: Electric Vehicles for Fleets and Fleet Electrification
- Blueprint 4B: Electric Vehicle Charging Infrastructure for the Community
- Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs - Revolving Loan Funds
- Blueprint 6: Workforce Development Community

National Environmental Protection Act Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. DOE must also consider the effects on historic properties, pursuant to Section 106 of the National Historic Preservation Act (NHPA). Additionally, DOE must consider the impacts to floodplains and wetlands, pursuant to 10 CFR Part 1022—Compliance with Floodplain and Wetland Environmental Review Requirements. To streamline these required reviews, DOE carries out each of these reviews under the umbrella of its NEPA review. Grantees should review and follow the NEPA determination (the form that DOE uses to document NEPA reviews) in their award documents for restrictions, and the list of activities that have been categorically excluded from further NEPA review.

NEPA Statements of Work (SOW) have been created and placed on the [EECBG Program Formula Application Hub webpage](#) to provide expedited reviews of blueprints and other activities. The NEPA SOWs apply to different applicants and include either ground disturbing activities or nonground disturbing activities. Applicants should review the SOWs to ensure the correct one is selected, if applicable. SOWs with ground disturbing activities require quarterly reporting for all activities. DOE staff will require submission of an Environmental Questionnaire (EQ1) for a NEPA review through the [Project Management Center \(PMC\)](#) if a NEPA SOW is not utilized.

¹² This list shows proposed Blueprints by topic area as of April 2023. Blueprint topic areas may be added or revised, based on grantee and stakeholder interests, and effectiveness in achieving program goals. For additional information, visit the [Blueprints webpage](#).

ELIGIBLE ACTIVITY CATEGORIES

EISA, as revised by Section 40552 of IIJA, specifies 14 categories of eligible uses of EECBG Program funds. DOE is providing guidance below regarding the types of eligible activities that are covered by the 14 categories, including examples of eligible activities, technical assistance opportunities, and items for consideration. This guidance on eligible activities is not intended to be comprehensive. If an eligible entity has a question regarding the eligibility or allowability of a specific activity, the eligible entity should contact their Project Officer, or email the EECBG Program at eecbg@hq.doe.gov.

Category (1) Strategy Development and Implementation

STATUTORY LANGUAGE

Development and implementation of an energy efficiency and conservation strategy

PROGRAM GUIDANCE

- This category only applies to eligible local and tribal governments. State governments are ineligible to apply their EECBG Program funds to strategy development.
- The activity must be for the development, in support of the development, or in support of the implementation of either a strategy submitted pursuant to the EECBG Program or a general strategy that outlines goals for energy efficiency or conservation.

EXAMPLE ELIGIBLE ACTIVITIES

- Development of an energy efficiency and conservation strategy if one is not submitted with application
- Development of the energy efficiency and conservation elements of an energy-related plan such as a climate action plan or local or tribal government's sustainability plan
- Expansion of an existing strategy to address new goals

TECHNICAL ASSISTANCE OPPORTUNITIES

- [Blueprint 1: Energy Planning](#)
- The National Renewable Energy Laboratory (NREL) is providing interested EECBG Program grantees one-on-one technical assistance and customized support to develop their Energy Efficiency and Conservation Strategies. Grantees can sign up by emailing NREL directly at: EECS_TA@nrel.gov. Funding is limited; requests will be considered based on available funding and type of support requested.

ITEMS FOR CONSIDERATION

- Develop strategies around clearly defined, measurable, and ambitious goals for advancing energy efficiency and clean energy.
- Ensure that strategies are informed by stakeholder feedback and include opportunities for continued stakeholder engagement, with a particular focus on soliciting feedback from underrepresented and disadvantaged communities. EECBG Program recipients are encouraged to actively seek participation and feedback from a diverse range of stakeholders that reflects the demographics of their community.
- Incorporate equity and environmental justice objectives in developing energy efficiency and conservation goals and associated implementation strategies.
- Take a holistic approach that incorporates a variety of technologies and addresses the needs of different populations within the community leveraging tools such as the DOE [State and Local Planning for Energy \(SLOPE\) Platform](#), a free, easy-to-use online platform to support data-driven state and local energy and decarbonization planning.

Category (2) Retaining Technical Consulting Services

STATUTORY LANGUAGE

Retaining technical consultant services to assist the eligible entity in the development of such a strategy, including—

- A. Formulation of energy efficiency, energy conservation, and energy usage goals;
- B. Identification of strategies to achieve those goals—
 - a. through efforts to increase energy efficiency and reduce energy consumption; and
 - b. by encouraging behavioral changes among the population served by the eligible entity;
- C. Development of methods to measure progress in achieving the goals;
- D. Development and publication of annual reports to the population served by the eligible entity describing—
 - a. the strategies and goals; and
 - b. the progress made in achieving the strategies and goals during the preceding calendar year; and
- E. Other services to assist in the implementation of the energy efficiency and conservation strategy

PROGRAM GUIDANCE

- This activity area refers to retaining technical consultant services to assist the eligible entity in the development and implementation of an energy efficiency and conservation strategy, including developing methods to measure progress in achieving the goals identified in the strategy, and developing and publishing annual reports, such as dissemination of energy plans and progress updates.
- This category is only available to eligible entities that are units of local government or tribes that received funds under the EECBG Program.
- The activity for which the eligible entity is seeking to retain technical consulting services must support one or more elements of strategy development and implementation developed under Category 1.

EXAMPLE ELIGIBLE ACTIVITIES

- Formulation of energy efficiency, energy conservation, and energy usage goals, methods to achieve those goals or measure progress, and the publication of annual reports discussing progress
- Identification and development of an equity-centered strategy to achieve 2030 carbon neutral goals through the energy efficiency and conservation strategy
- Developing a detailed roadmap, as part of the energy efficiency and conservation strategy, to reduce costs and improve energy efficiency in communities and households with high energy burdens
- Development of internal metrics and evaluation system for strategies and measures in the energy efficiency and conservation strategy that address clean energy and climate resiliency objectives in the community
- Strategic planning for electrification of government transportation fleets

TECHNICAL ASSISTANCE OPPORTUNITIES

- [Blueprints 1-6](#): Each of these blueprints can be used as a guide towards select EECBG Program activities. The key activities described in each blueprint, including planning and data analysis, can be conducted either by a member of the EECBG Program grantee's internal staff or by external contractors or consultants.
- The National Renewable Energy Laboratory can provide interested EECBG Program eligible entities with direct technical assistance and customized support around energy planning including goal development and options analysis. Eligible entities can submit a request for TA by emailing NREL directly at EECS_TA@nrel.gov. Funding is limited; requests will be considered based on available funding and type of support requested.
- The technical assistance voucher pathway may also be a good option for entities that are primarily interested in obtaining technical support services, such as planning, analysis, and strategy development related to this category.¹³
- Additional technical assistance around specific technology areas is available through various DOE offices and national laboratories. For additional information, visit the [EECBG Technical Assistance webpage](#).

ITEMS FOR CONSIDERATION

- Consider local objectives, staff capacity, and support needs when selecting consultants. Look for firms with prior expertise and knowledge of local or tribal government energy efficiency, renewable energy, electrification or sustainability programs, including development of place-based strategies.
- Consider selecting eligible firms that reflect diversity in their business ownership and staff, understand local community needs, and are experienced in place-based approaches.
- Engage underrepresented or underserved groups to ensure that their needs are considered and addressed during technical consultant service delivery (e.g., community input sessions, equitable access to programs and financial opportunities.)

¹³ For formula-eligible local governments and tribes only. Entities must select either a grant or voucher for their EECBG formula award.

Category (3) Residential and Commercial Building Audits

STATUTORY LANGUAGE

Conducting residential and commercial building energy audits

PROGRAM GUIDANCE

- The activity should be for conducting energy audits of residential and commercial buildings;^{14,15}
- The activity must occur within the jurisdiction of the eligible entity; and
- Upgrades or improvements to buildings associated with the audits are an eligible use of funds.

EXAMPLE ELIGIBLE ACTIVITIES

- Energy assessments to understand usage patterns in a portfolio of buildings and benchmark performance, including benchmarking building energy performance in the [ENERGY STAR® Portfolio Manager Tool](#)
- Installing energy upgrades in homes or commercial businesses recommended as the result of an audit
- Any activities that support or facilitate the conduct of energy assessments of residential or commercial buildings

TECHNICAL ASSISTANCE OPPORTUNITIES

- [Blueprint #2A: Energy Efficiency - Energy Audits and Building Upgrades](#)
- The federal government maintains several tools to assist with building energy efficiency, which are described in the blueprint, including [ENERGY STAR® Portfolio Manager](#), [DOE Building Energy Asset Score](#), and [Home Energy Score™](#), which are online platforms to collect, organize and analyze energy data for commercial and residential buildings, and identify and prioritize energy efficiency improvements. In addition, DOE developed the [Energy Data Management Guide](#) designed to support state and local governments in developing a data-driven approach to energy management.

ITEMS FOR CONSIDERATION

- Consider ensuring that energy assessments are implemented in communities that have traditionally experienced energy injustice or have disproportionate energy burdens by using

¹⁴ Energy audits include assessments of residential and commercial buildings to evaluate the energy performance of the building, and identify and prioritize energy savings opportunities, including operational or behavioral changes. Assessments may include recommendations for installation of energy efficiency measures, renewable energy and/or grid-interactive systems, such as battery storage, and energy monitoring systems.

¹⁵ For the purpose of eligibility under the EECBG Program, “building” generally means a usually roofed and walled structure built for permanent use. Commercial buildings include all buildings in which at least half of the of floor space is used for a purpose that is not residential (used as a dwelling for one or more households), manufacturing/industrial (used for processing or procurement of goods, merchandise, raw materials or food) or agricultural (used for the production, processing, sale, storage, or housing of agriculture process, including livestock), so they include building types that might not traditionally be considered “commercial,” such as schools, correctional institutions, and building uses for religious worship.

tools such as the [Climate and Economic Justice Screening Tool](#) and [Low-Income Energy Affordability Data \(LEAD\) Tool](#) and partnering with relevant community stakeholders.

- Coordinate energy assessment activities with existing federal, state, local, and utility energy efficiency programs, as well as existing and anticipated sources of additional funding. Many utilities offer free or discounted energy assessments (i.e., 'audits') for residential and commercial buildings. Energy assessments can serve as a first step to further energy-saving, clean energy, and electrification measures that could be otherwise publicly funded.
- Coordinate energy assessment activities with energy efficiency and conservation elements of any existing or planned energy-related plan, such as a climate action plan or local or tribal government's sustainability plan. Factor in the energy impacts of long-lifetime building upgrades, and their implications for existing climate or sustainability plans.
- Consider conducting an initial energy assessment to better understand energy usage patterns across a given portfolio of buildings and identify and prioritize buildings for further assessment.

Category (4) Financial Incentives for Energy Efficiency

STATUTORY LANGUAGE

Establishment of financial incentive programs for energy efficiency improvements

PROGRAM GUIDANCE

- The activity must be for a financial incentive program, such as a rebate, loan, energy savings performance contracts, or other financing program.
- The financial incentive program must be for the purpose of improving energy efficiency; and
- The financial incentives must be limited to resident, non-profits, government entities, or businesses within the jurisdiction of the eligible entity.
- The activity may include financial incentive programs established by states, including sub-grants from states to local governments or tribes, such as a revolving loan fund.
- For local governments and Indian tribes only: there is a limitation on utilizing EECBG Program formula grant funds for the development and capitalization of a Revolving Loan Fund of the greater of 20% of the award allocation or \$250,000. Eligible entities may contribute grant funding to an existing revolving loan fund – they need not establish a new one.
- EECBG Program funds used for financing programs must be tracked and reported separately from non-EECBG Program funds, including other federal financing programs, such as the [Energy Efficiency Revolving Loan Fund Capitalization Grant Program](#) available to States.
- While this Category addresses financial incentives specifically for energy efficiency, financing for renewable energy systems may be an eligible activity under Category 14.

EXAMPLE ELIGIBLE ACTIVITIES

- Energy Savings Performance Contracts (ESPCs)
- Loan programs such as: revolving loan funds, loan guarantees, loan-loss reserves or credit enhancements, on-bill financing, and energy efficient mortgage programs
- Non-loan financial assistance programs such as: grants, rebates, tax credits, tax exemptions, fee waivers, interest rate buydowns, bonds
- Other financial incentive program for energy efficiency improvements, such as formulation of 501(c)3 Green Bank Entities

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2B: Energy Efficiency and Electrification in Buildings - Energy Savings Performance Contracts
- Blueprint #2C: Building Electrification Campaign
- Blueprint #5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs – Revolving Loan Funds

ITEMS TO CONSIDER

- Financial incentive programs should be designed to be self-sustaining.
- Consider opportunities to leverage or coordinate EECBG formula funds with rebates, financial incentives and financing programs funded by the IJA or Inflation Reduction Act (IRA), such as

[SEP Revolving Loan Funds](#), [Home Energy Rebates](#), and the [U.S. EPA's Greenhouse Gas Pollution Reduction Fund](#).

- Leverage private capital to achieve greater impact by partnering with non-profit Green Banks or other sources of private capital.
- Coordinate financial incentive activities with energy efficiency and conservation elements of any existing energy-related plan, such as a climate action plan or local or tribal government's sustainability plan. Factor in the energy impacts of long-lifetime building upgrades, and their implications for existing climate or sustainability plans.
- Seek to design programs to mitigate historical inequities in access to capital and financing to further environmental justice by addressing barriers to accessing capital, such as credit score and debt-to-income ratios. See the [State and Local Solution Center](#) for program design resources and examples, such as:
 - [Clean Energy for Low-Income Communities Accelerator \(CELICA\) Toolkit](#);
 - [State and Local Planning for Energy \(SLOPE\) Platform](#); and
 - [Energy Efficiency Financing for Low- and Moderate-Income Households: Current State of the Market, Issues, and Opportunities](#).

Category (5) Energy Efficiency Retrofit Grants for Government Agencies and Nonprofit Organizations

STATUTORY LANGUAGE

The provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits

PROGRAM GUIDANCE

- The activity is for energy efficiency retrofits performed by government agencies or nonprofit organizations (these retrofits may be in residential buildings as long as the government or nonprofit is performing the retrofit). The retrofit may be of equipment (e.g., an HVAC system and associated controls, appliances, or lighting) or a building;
- The retrofit must result in energy savings (e.g., kWh/BTUs) or improved energy efficiency;
- The activity must not be for new construction or non-replacement equipment;
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Energy efficiency retrofit measures, including weatherization, installation of efficient heating and cooling systems and appliances, cool roofs, and water efficiency measures
- Energy management systems, including grid-interactive equipment such as smart thermostats, battery storage systems, and building energy management systems
- Building electrification measures, including the installation of heat pumps, heat pump water heaters, residential or commercial cooking equipment, and associated wiring and panel upgrades

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2A: Energy Efficiency - Energy Audits and Building Upgrades
- Blueprint #2B: Energy Efficiency and Electrification in Buildings - Energy Savings Performance Contracts
- Blueprint #5: Unlocking Sustainable Financing for Energy Projects and Programs – Revolving Loan Funds

ITEMS TO CONSIDER

- Take a whole-building approach to retrofits that recognizes the interactive effects and co-benefits of different technologies, rather than focusing on a specific technology or end use.
- Consider coordinating (also referred to as ‘braiding’) EECBG Program grant funding with other local, state, and federal programs such as the [Better Buildings Initiative](#), [Weatherization Assistance Program](#), [U.S. Environmental Protection Agency’s Climate Pollution Reduction Grants](#), [IRA Home Energy Rebates \(forthcoming\)](#), [federal tax incentives](#) or [USDA’s Community Facilities Program](#); or utility energy efficiency programs, including financing and incentives for energy efficiency improvements.
- Consider the energy impacts of long-lifetime building retrofits and their broader implications for existing climate or sustainability plans. Perform energy assessments and retrofits in

communities that have traditionally experienced energy injustice or have disproportionate household energy burdens by using tools such as the [Climate and Economic Justice Screening Tool](#) and [Low-Income Energy Affordability Data \(LEAD\) Tool](#) and partnering with relevant community stakeholders.

Category (6) Energy Efficiency and Conservation Programs for Buildings and Facilities

STATUTORY LANGUAGE

Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the eligible entity, including—

- A. Design and operation of the programs;
- B. Identifying the most effective methods for achieving maximum participation and efficiency rates;
- C. Public education;
- D. Measurement and verification protocols; and
- E. Identification of energy efficient technologies

PROGRAM GUIDANCE

- The activity must be for the development and/or implementation of an energy efficiency or energy conservation program. An eligible use of funds may include the design and operation of the program and installation of energy efficiency equipment, including building energy management systems and controls.
- The activity must be related to buildings or facilities;¹⁶ and
- The activity must impact buildings or facilities within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Workforce development/training programs supporting eligible activities, such as training community members on green technology installation or residential and commercial energy audits
- Programs for public education including training or workshops
- Development and implementation of building performance standards, including benchmarking and disclosure requirements for the purpose of promoting energy efficiency in commercial buildings
- Development and implementation of measures and verification protocols
- Programs to partner with local non-profits and community organizations to support weatherization, efficiency retrofits and technologies, and installations
- Programs to promote architecture, design, and engineering work for energy efficient buildings
- Non-capital strategies to improve facility efficiency through an Energy Data Management Program and/or operations and maintenance strategies such as Strategic Energy Management (or similar methods)
- Development of an energy rating, disclosure and/or labeling system for the purpose of promoting energy efficiency in residential or commercial buildings

¹⁶ For the purpose of eligibility under the EECBG Program, “facility” generally means an installation, building, group of buildings, or group of structures designed to support a related purpose.

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint 2A: Energy Efficiency – Energy Assessments and Building Upgrades
- Blueprint 2B: Efficiency for portfolio of government buildings: Energy Saving Performance Contracts
- Blueprint 2C: Building Electrification Campaign
- Blueprint 3: Building Performance Standards and Stretch Codes
- Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs - Revolving Loan Funds
- In addition to providing one-on-one customized technical assistance for governments pursuing building code updates, the DOE [Building Energy Codes Program](#) also provides [technical assistance](#) for jurisdictions interested in exploring Building Performance Standards programs.
- The federal government maintains several tools to assist with building energy efficiency, which are described in the blueprints, including [ENERGY STAR® Portfolio Manager](#) and [DOE Building Energy Asset Score](#) which are online platforms to collect and organize building energy data. In addition, DOE developed the [Energy Data Management Guide](#) designed to support state and local governments in developing a data-driven approach to energy management.

ITEMS TO CONSIDER

- Achieve a double bottom line of economic justice and energy justice by prioritizing disadvantaged communities in workforce development training programs.
- Design programs that can leverage other local, state, and federal funding, such as the DOE Better Buildings Initiative, Weatherization Assistance Program, and EPA Climate Pollution Reduction Grants.
- Coordinate buildings and facilities programs with energy efficiency and conservation elements of any existing energy-related plan such as a climate action plan or local or tribal government's sustainability plan. Factor in the energy impacts of long-lifetime building upgrades and their implications for existing climate or sustainability plans.

Category (7) Conservation of Transportation Energy

STATUTORY LANGUAGE

Development and implementation of programs to conserve energy used in transportation, including—

- A. Use of flex time by employers;
- B. Satellite work centers;
- C. Development and promotion of zoning guidelines or requirements that promote energy efficient development;
- D. Development of infrastructure, such as bike lanes and pathways and pedestrian walkways;
- E. Synchronization of traffic signals; and
- F. Other measures that increase energy efficiency and decrease energy consumption

PROGRAM GUIDANCE

- The activity must result in or support the conservation of transportation fuel within the jurisdiction of the eligible entity.
- Conservation of transportation fuel may be for the population (e.g., privately owned vehicles) within the jurisdiction of the eligible entity or for government purposes (e.g., government fleets)
- Eligible alternative fuel vehicles (AFVs) can span a range of transportation fuel conservation technologies and fuel types (e.g., light and medium duty electric vehicles (EVs) and hybrid vehicles).
- A reduction in greenhouse gas emissions that result from transportation fuel may also be considered conservation of transportation fuel.

EXAMPLE ELIGIBLE ACTIVITIES

- Improvement of energy efficiency of government vehicle fleets through the purchase of electric, hybrid, or alternative fuel vehicles such as buses, recycling / waste collection vehicles, etc.
- Micromobility programs, devices and associated facilities, including conventional bicycles, e-bicycles, e-scooters, and other personal transport devices for public use¹⁷
- Addition of bike lanes, pathways, or other alternative transportation infrastructure
- Geomapping for ideal placement of electric vehicle charging stations and infrastructure
- Purchase and installation of electric vehicle charging stations and equipment
- Enhancing commuter lots to encourage increased use of public transportation
- Strategies to reduce vehicle miles travelled, including the use of satellite offices, flex time, telecommuting policies, and implementation of carpooling or vanpooling strategies
- Development and promotion of zoning and siting guidelines or requirements that promote energy efficient development
- Implementing planning measures to improve transportation efficiency, including the development and promotion of alternative transportation infrastructure, synchronizing traffic

¹⁷ For more information on micromobility devices and transportation systems, see: <https://highways.dot.gov/public-roads/spring-2021/02#> and <https://nap.nationalacademies.org/catalog/26386/transit-and-micromobility>

signals, and mapping the ideal placement of vehicle charging and other alternative fueling infrastructure

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs – Revolving Loan Funds

ITEMS TO CONSIDER

- For a project to qualify for EECBG Program funds under Category 7, its focus must be for the conservation of transportation fuel within the jurisdiction of the eligible entity.
- Consider equity and environmental justice in determining placement of EV charging stations and ensure stations are affordable and accessible to all residents (including multifamily households), to promote equitable access to electric vehicle charging infrastructure.
- An alternative fuel vehicle (AFV) refers to a vehicle that does not rely on traditional gasoline, but rather other power sources, including battery electric vehicles (BEVs), plug-in hybrid vehicles (PHEVs) and hybrid vehicles. Vehicles utilizing biodiesel, ethanol, or natural gas are also considered alternative fuel vehicles.¹⁸ When determining AFVs for purchase, be sure to consider which have the lowest carbon emissions and operational costs.
- Complementary federal funding for transportation efficiency and electrification measures may become available from additional programs, including grant programs administered by DOE, the DOE/DOT [Joint Office of Energy and Transportation](#), the U.S. Department of Transportation, and the U.S. Environmental Protection Agency.
- Many current state and federal programs offer funds for the development and placement of electric vehicle charging. Efforts to place additional alternative fueling infrastructure should be in coordination with these programs to ensure rural and disadvantaged communities and households not yet being served are prioritized.

¹⁸ For additional information on alternative fuel vehicles by fuel type and technology, visit the Alternative Fuels Data Center at: <https://afdc.energy.gov/>.

Category (8) Building Codes and Inspection Services

STATUTORY LANGUAGE

Development and implementation of building codes and inspection services to promote building energy efficiency

PROGRAM GUIDANCE

- The activity must be for the development, adoption and/or implementation of building codes, inspection services or trainings/workshops to promote building energy efficiency.
- Programs for development, adoption and implementation of stretch codes that exceed baseline energy codes, such as green building standards, are eligible under this category.
- The development of energy efficiency rating and/or labeling systems for the purpose of promoting energy efficient devices, equipment, or buildings are eligible under this category.
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Adoption and implementation of building energy codes, including supporting the adoption and implementation of model building energy codes or stretch codes for energy efficient residential and commercial buildings
- Training and certification support for architects, builders, building inspectors, code officials, and other stakeholders that are responsible for implementing building codes
- Development, adoption, and implementation of a Building Performance Standard, including benchmarking and disclosure requirements
- Conducting an energy code field study, which would document typical design and construction practices, target areas for improvement through workforce education and training initiatives, and quantify energy efficiency and environmental impacts in buildings

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2D: Building Performance Standards & Stretch Codes
- The Office of Energy Efficiency and Renewable Energy (EERE) provides [technical assistance grants](#) to support the implementation of updated building energy codes to encourage more efficient and resilient buildings. For more information on EERE funding opportunities and resources available to support implementation of updated building energy codes, visit: [the EERE Building Codes webpage](#).
- The Office of State and Community Energy Programs (SCEP) plans to provide [technical assistance grants](#) to assist states and units of local government that have authority to adopt and implement the latest model energy codes (i.e., 2021 IECC & ASHRAE Standard 90.1-2019), zero energy building codes, or other codes or standards that achieve equivalent or greater energy savings. Up to \$1 billion in funding is available, through 9/30/29.
- The [DOE Building Energy Codes Program](#) provides \$225 million in technical assistance grants to support building code development and implementation, as well as promoting alignment about building codes and performance standards.

ITEMS TO CONSIDER

- The legal authority for local government entities to develop, adopt, or implement more stringent building energy codes varies by state, with some states prohibiting or limiting local code adoption, whereas others delegate code adoption to local jurisdictions. Other states may provide either a uniform model Stretch Energy Code for municipal adoption, or Reach Codes, which provide optional standards for energy efficiency that exceed the state's mandatory code requirements.¹⁹ The DOE [Building Energy Codes Program \(BECP\)](#) provides information on state and local code adoption, including information on the [status of code adoption by state](#)²⁰ and [state code adoption laws](#) (which also includes status of code adoption by jurisdiction).²¹ BECP has also developed stretch code modules based on technologies, measures, or practices (or optimized combinations) that can be adopted as a stretch code or directly into state and local building energy codes.²²
- Due to the limited capacity of local code enforcement officials, eligible entities may consider energy codes with alternative compliance pathways or explore strategies to reduce building officials' workload, such as third-party enforcement procedures.
- Prioritize resources to increase inspection capacity in historically energy-burdened and disadvantaged communities as identified using the Justice40 tools, such as [CEJEST](#).

¹⁹ For additional information on stretch and reach codes, see [Stretch Codes \(Advanced Codes\) - New Buildings Institute](#). https://newbuildings.org/code_policy/stretch-codes-advanced-codes/

²⁰ BECP Status of State Energy Code Adoption: <https://www.energycodes.gov/state-portal>

²¹ BECP Municipal Building Energy Policies: https://public.tableau.com/views/Top100MetroDatabase-PrimaryCityCode-V4/MetroResidentialCodeMinandHR_1?:language=en-US&:display_count=n&:origin=viz_share_link

²² BECP Stretch Codes: <https://www.energycodes.gov/stretch-codes>

Category (9) Energy Distribution Technologies

STATUTORY LANGUAGE

Application and implementation of energy distribution technologies that significantly increase energy efficiency, including—

- A. Distributed resources; and
- B. District heating and cooling systems

PROGRAM GUIDANCE

- The application and implementation of energy distribution technologies that significantly increase energy efficiency, including distributed resources and district heating and cooling systems.
- The activity must result in a significant increase in energy efficiency within the jurisdiction of the eligible activity.

EXAMPLE ELIGIBLE ACTIVITIES

- Microgrid technologies
- District heating and cooling systems
- Combined heat and power systems (CHP)
- Cogeneration systems
- Energy Storage systems

TECHNICAL ASSISTANCE OPPORTUNITY

- Blueprint: Solar + Storage: Power Purchase Agreements and Direct Ownership
- Blueprint 6: Unlocking Sustainable Financing for Energy Projects and Programs - Revolving Loan Funds
- Resources around CHP are available from DOE Better Buildings Program [can be found here.](#)
- Resources around grid modernization are available through [the DOE Grid Deployment Office can be found here.](#)
- Additional technical assistance around specific technology areas may be available through various DOE offices and national laboratories. For the latest, visit the [EECBG Technical Assistance webpage.](#)

ITEMS TO CONSIDER

- Renewable energy, storage, and CHP can provide revenue streams while grid-connected, and these energy and cost savings may lower the overall cost of a microgrid and allow for the incorporation of additional microgrid components. When integrated into a microgrid, distributed energy technologies can also increase survival time during a grid outage when fuel supplies are limited.

- Implementing energy efficiency measures in conjunction with renewable energy, storage, and/or CHP can reduce the cost of each of these systems by allowing a smaller system to meet the reduced energy needs of the facility.
- Leverage federal tax incentives where feasible, such as the [Inflation Reduction Act Home Energy Credits](#).
- CHP technologies are most applicable to sites that have a reliable gas supply and steady thermal and electric loads such as industrial operations; commercial operations such as hospitals, nursing homes, or hotels; and institutional and residential sites such as schools, universities, prisons, or multi-family buildings. If CHP with gas is considered, be sure to consider the expected lifetime of the CHP system and how it aligns with broader jurisdictional goals in existing climate and/or sustainability plans.
- Consider district heating configurations that further reduce emissions, such as combined renewable energy configurations (e.g., solar, wind, steam, sustainably sourced fuels) and power systems or geothermal district heating.
- Prioritize sites that directly serve the community and that provide one or more infrastructure and services to the community, such as community centers, water and wastewater treatment facilities, police and fire stations, schools, libraries, and other facilities. These sites could benefit from microgrid, CHP and/or storage systems by lowering energy costs and enhancing community resilience, such as providing backup power or emergency shelter in the event of a natural disaster or extended power outage, especially when combined with onsite renewable investments described in Category 14.

Category (10) Material Conservation Programs

STATUTORY LANGUAGE

Activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency

PROGRAM GUIDANCE

- The activity must be for the purpose of increasing the participation in and/or the efficiency rates of a material conservation program (e.g., source reduction, recycling, and recycled content procurement programs); and
- The activity must occur within the jurisdiction of the eligible entity.
- If the activity is a recycled content procurement program within the jurisdiction of the eligible entity, there must be an associated increase in energy efficiency and/or conservation of fuel.

EXAMPLE ELIGIBLE ACTIVITIES

- The cost of vehicles required for a materials conservation/recycling program, such as recycling trucks
- Municipal waste reduction programs, including education and outreach
- Establishing or expanding policies and programs for materials reuse and recycling, including equipment and facilities and associated tracking and reporting systems.
- Organic and food waste recovery and recycling via food waste recovery programs, and organics recycling, such as composting, and anaerobic digesters for clean renewable electricity generation)
- Expanding infrastructure and/or participation in existing recycling programs

ITEMS TO CONSIDER

- Consider the energy consumption associated with producing and recycling different materials, as well as the environmental implications of their disposal.
- Consider coordination with other local jurisdictions to develop facilities that can serve multiple jurisdictions.

Category (11) Reduction, Capture, and Use of Landfill Gases

STATUTORY LANGUAGE

The purchase and implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar sources

PROGRAM GUIDANCE

- The activity must be for the purchase and implementation of technology, for the purpose of reducing, capturing, or using methane or other greenhouse gases generated by landfills or similar sources; and
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Reducing the carbon emissions of landfills or similar waste-related sources, including wastewater treatment plants, operations producing food waste, dairy farms, and other animal operations, through measures to reduce, capture and use methane and other greenhouse gases
- Anaerobic digestion systems
- Utilization of landfill gas for electricity generation
- Direct use of landfill gas to offset the use of other fuels
- Conversion of landfill gas to renewable natural gas

ITEMS TO CONSIDER

- Activities in this category may present an opportunity to lessen the burden of environmental regulatory requirements through the reduction, capture, and use of landfill gases.
- Cogeneration systems, like those discussed in Category 9 of this document, can use landfill gas to generate electricity and thermal energy.
- Additional information, including tools and resources for reducing or avoiding landfill methane emissions, is available from the U.S. EPA's [Landfill Methane Outreach Program](#) (LMOP). Additional information on renewable natural gas systems and a database of renewable natural gas projects are available from the [Alternative Fuels Data Center](#) and the [Renewable Natural Gas Database](#).

Category (12) Replacement of Traffic Signals and Street Lighting

STATUTORY LANGUAGE

Replacement of traffic signals and street lighting with energy efficient lighting technologies, including—

- A. Light emitting diodes; and
- B. Any other technology of equal or greater energy efficiency

PROGRAM GUIDANCE

- The activity must be for the replacement of traffic signals, street lights²³ or street signs;
- The replacement of traffic signals or street lights must be light emitting diodes (LEDs) or other technology of equal or greater energy efficiency. Traffic signals and street light replacements may include solar panels that power the street lights so long as the panels are part of a replacement effort that installs LEDs or other technology of equal or greater efficiency for lamps;
- Generally, only the cost of replacement lamp is eligible unless replacement/upgrade of supporting structure (e.g., posts) is necessary to support the replacement of the lamps.
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- LEDs and any other technology of equal or greater energy efficiency
- Computerized traffic management systems, installed on street lights, to minimize vehicle-based traffic congestion during peak driving hours

TECHNICAL ASSISTANCE OPPORTUNITY

- The [Better Buildings Outdoor Lighting Accelerator Toolkit](#) provides tools and resources, including a decision tree for upgrading or replacing public outdoor lighting systems, technical support resources, and lessons learned.
- The [Municipal Solid-State Street Lighting Consortium \(MSSLC\)](#) helps local governments make informed decisions on the purchase of LED street lighting and maximize the energy savings. Resources include lighting specifications, financing resources, technical reports, presentations, and FAQs on outdoor street lighting, including resources on lighting selection and design considerations.

ITEMS TO CONSIDER

- The replacement of a lighting fixture, an arm, a pole, or any part of a light is an eligible use of funds if the more efficient lighting technology necessitates such a replacement. However, regular maintenance is an ineligible cost. For example, EECBG Program funds cannot be used to replace a rotten pole due to insufficient maintenance. LED lights should be procured with strong

²³ A “street light” is an outdoor source of light that is raised and that is intended to provide functional illumination to the area below the light.

warranty terms and meet certifications (e.g., ENERGY STAR or otherwise) to ensure energy performance, longevity and lighting quality over time.

- When considering which locations to make street light improvements, consider incorporating approaches to ensure equitable access to street light improvements, such as scoring criteria that consider equity, safety, and access.

Category (13) On-site Renewable Energy On or In a Government Building

STATUTORY LANGUAGE

Development, implementation, and installation on or in any government building of the eligible entity of onsite renewable energy technology that generates electricity from renewable resources, including—

- A. Solar energy;
- B. Wind energy;
- C. Fuel cells; and
- D. Biomass.

PROGRAM GUIDANCE

- The activity must be for the development, implementation, and installation of onsite renewable energy technology (e.g., solar energy, wind energy, fuel cells, or biomass);
- The installation of the renewable energy technology must be on, in or under a government building²⁴ of the eligible entity (the renewable technology is considered installed on a government building if it is installed on a government-owned site and connected to the government building behind the meter); and
- The renewable energy technology must be for the generation of electricity, or result in more efficient heating/cooling. The renewable energy source need not provide a building’s entire electricity usage and not all of the electricity needs to physically go into the government building.
- The installation of renewable energy technologies on commercial buildings, or other non-government buildings or sites, is not an eligible use of funds under Category 13. Renewable energy technologies, however, are eligible for installation on non-governmental buildings under Category 14, as part of programs for financing and installing energy efficiency, renewable energy, and zero emissions transportation systems, including financing programs, grants, incentives or rebates.²⁵

EXAMPLE ELIGIBLE ACTIVITIES

- Financing mechanisms that enable this activity such as power purchase agreements for solar PV installations on multiple government buildings

²⁴ For the purpose of eligible under the EECBG Program, “government building of the eligible entity” generally means a building built by or for the use of the government that is the grantee/recipient of award funds. This includes buildings owned or leased by the eligible entity. This does NOT include state, Federal, or other government buildings that are not government buildings of the eligible entity.

In the case of tribal governments, exclusions from the definition of tribal government buildings are privately owned tribal housing and commercial buildings; facilities owned by 501(c) (3) entities (unless the organization was chartered and delegated by the Tribe to act on its behalf); and those owned by a Federal Agency (e.g., U.S. Department of Housing and Urban Development, U.S. Department of the Interior, Bureau of Indian Affairs, etc.)

²⁵ Entities proposing to purchase and install renewable energy technologies on government buildings may include the proposed activities under either Category 13 or 14.

- Installation of renewable energy technologies (e.g., solar energy, wind energy, fuel cells, or biomass) at or on government property

TECHNICAL ASSISTANCE OPPORTUNITY

- Blueprint 4A: Solar + Storage - Power Purchase Agreements and Direct Ownership
- Blueprint 4D: Renewable Resource Planning
- [National Renewable Energy Lab provide technical assistance to Local Governments around Waste-to-Energy](#)
- Additional technical assistance around specific technology areas, including solar, may be available through various DOE offices and national laboratories. For the latest, visit the [EECBG Technical Assistance webpage](#).

ITEMS TO CONSIDER

- In addition to locational and structural characteristics (such as roof conditions, shading, orientation, etc.), considering the projects' proximity to electrical infrastructure is critical for solar and wind projects (behind-the-meter projects exempted).
- Leveraging eligible energy efficiency and conservation activities can reduce the cost of on-site renewable energy investments by meeting a government building's energy requirements with less on-site generation capacity.
- Activities under this category should align with the local policy context, including siting limitations; utility-specific requirements for interconnections; state policies and programs such as renewable energy credits, rebates, and net metering; and available federal incentives, including tax credits.²⁶
- Prioritize sites that directly serve the community and that provide one or more infrastructure and services to the community. For example, consider community centers, water and wastewater treatment facilities, police and fire stations, schools, libraries, and other facilities that could benefit from on-site renewable energy systems by lowering energy costs, and enhancing community resilience, such as providing backup power or emergency shelter in the event of a natural disaster or extended power outage (including when combined with energy storage systems, as described in Category 9).

²⁶ Consider exploring siting resources provided by the National Renewable Energy Laboratory, such as the [Clean Energy to Communities Program](#).

[Category \(14\) Programs for Financing, Purchasing, and Installing Energy Efficiency, Renewable Energy, and Zero-emission Transportation \(and associated infrastructure\) Measures and Capital Investments, Projects, and Programs for Leveraging Public and Private Sector Funds](#)

STATUTORY LANGUAGE

Programs for financing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure), capital investments, projects, and programs, which may include loan programs and performance contracting programs, for leveraging of additional public and private sector funds, and programs that allow rebates, grants, or other incentives for the purchase and installation of energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure) measures

PROGRAM GUIDANCE

- This category may include the purchase and deployment of energy efficiency, renewable energy, and zero emissions technologies. This may include technologies that promote the electrification of buildings and transportation.
- Projects and programs in this category include efforts to develop and/or implement programs that encourage and promote the use of energy efficiency, renewable energy, and zero emissions technologies. These programs may also include financing and loan programs to support energy efficiency, renewable energy, and zero emissions transportation.
- Projects may leverage public and private funds, including partnerships with third-party lenders, co-lending, third-party administration of loans, loan loss reserves, and partnerships with utilities.
- Equipment acquisitions and installations for infrastructure projects will be subject to restrictions and review as outlined in statute under the National Environmental Protection Act (NEPA). NEPA will apply to equipment acquisition and installation, and to all other activities outlined in the [Administrative and Legal Requirements Document](#).
- Equipment acquisitions and installations may also be subject to restrictions and review as outlined in statute under the Build America, Buy America Act (BABA). When necessary, exemptions under BABA may be possible.

EXAMPLE ELIGIBLE ACTIVITIES:

Transportation:

- Infrastructure development to support electric vehicles (EV), EV charging stations, rural EV infrastructure, and increasing EV charging access in underserved communities and communities with high energy burdens
- The purchase or lease of zero-emission vehicles, including electric buses, bikes, and scooters, as well as the acquisition, construction, and leasing of required supporting facilities

Energy Efficient & Renewable Technology

- Pre-development planning costs for further energy efficiency and conservation projects and programs.

- Infrastructure improvements to support the deployment of energy efficiency measures, renewable energy, and sustainable transportation
- The purchase, deployment, and infrastructure development of energy efficient and renewable energy technologies, including projects occurring in or on non-government buildings or privately owned land and facilities.
- The purchase and deployment of a battery storage system if combined with a renewable energy generation system and/or energy efficiency at government and/or non-government buildings or facilities
- Grid modernization efforts necessary to support renewable energy and electrification initiatives, such as upgrading metering infrastructure, grid-interactive equipment and appliances, and interconnection of local renewable energy systems (e.g., community solar systems, wind turbines and other renewable energy systems)

Clean Energy Programs

- Loan programs, such as revolving loan funds, on-bill financing programs, energy savings performance contracting, or solar lending programs
- Credit enhancements, such as loan loss reserves and financial incentives, interest rate buy downs, or rebates
- Programs for public education, training, workshops, technical assistance, measurement and verification, and energy management systems to support the use of energy efficiency, renewable energy and zero emissions transportation
- Innovative deployment and financing models for renewable energy, including community solar and solarize campaigns

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint 2A: Energy Efficiency – Energy Assessments and Building Upgrades
- Blueprint 2B: Efficiency and Electrification of Buildings -- Energy Savings Performance Contracts
- Blueprint 2C: Building Electrification Campaign
- Blueprint 3A: Solar + Storage - Power Purchase Agreements and Direct Ownership
- Blueprint 3B: Community Solar
- Blueprint 3C: Solarize Campaign
- Blueprint 3D: Renewable Resource Planning
- Blueprint 4A: Electric Vehicles and Fleet Electrification
- Blueprint 4B: EV Charging Infrastructure for Communities
- Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs – Revolving Loan Funds
- Blueprint 6: Workforce Development
- Additional technical assistance may be available through various DOE offices and national laboratories. For the latest, visit the [EECBG Technical Assistance webpage](#).

ITEMS TO CONSIDER

- Community solar projects mitigate some of the physical and siting barriers to solar installation by enabling multiple subscriber customers to receive bill credits for electricity generated from solar power without having to host a solar installation on their property. DOE resources for community solar projects are available through the [National Community Solar Partnership](#).
- Seek opportunities to leverage EECBG Program funds with private capital or design programs to deliver ongoing energy savings by reinvesting funds from loans or energy savings (e.g., a municipal revolving loan fund or energy savings performance contracting).
- Larger-scale installation projects may require extended time to go through the [NEPA review](#) and approval process. Be sure to schedule in ample time for this important process.
- Entities pursuing EV charging projects under this category should consider strategies to ensure equitable distribution of EV infrastructure to disadvantaged communities. Likewise, EV charging placement would ideally align with other state and federal efforts per category 7 above.

LIMITATIONS ON THE USE OF EECBG PROGRAM FUNDS

There are several limitations on the use of EECBG Program funds. Eligible entities must consult their award agreements for more information about those limitations.

Limitations for funds:

Local and tribal governments:

- Use up to 20 percent or \$250,000, whichever is greater, of the grant funds for the establishment of revolving loan funds.
- Use up to 20 percent or \$250,000, whichever is greater, of grant funds for the provision of sub-grants to nongovernmental organizations for the purpose of assistance with overseeing, establishing, and monitoring the EECBG Program activities of the applicant.

Sub-granting Requirements & Notes:

- This limitation applies only to subgrants. Sub-contracts to address specific needs of the recipient to fully implement its energy efficiency and conservation strategy are not bound by this limitation, subject to approval by DOE. However, recipients must ensure that the majority of the grant funding is used to achieve the objectives of their EECBG Program grant.
- In addition, funding that is intended to be used for implementation of measures described in the recipients EECS and / or grant award may be passed-through a support subgrantee without counting against the limitation on subgrants.
- All pass-through entities are responsible for administration of sub-granted funds, including flow-down requirements (i.e., award special terms & conditions), monitoring and oversight and reporting on sub-grantee activities.²⁷
- Use up to 10% or \$75,000 of their funds for administrative expenses (excluding the cost of the reporting requirements).²⁸

States and territories:

- Are required to subgrant not less than 60% of the amount provided to the State to ineligible local governments within the state.
 - American Samoa, Guam, Hawaii, the Commonwealth of the Mariana Islands, the District of Columbia, and the U.S. Virgin Islands are exempt from the 60% sub-grant requirement.
- Use up to 10% of their funds for administrative expenses.

²⁷ Requirements for pass-through entities may be found in [2 CFR 200.332](#).

²⁸ Grantees should use their established definitions of “administrative expenses”. States may not use more than 10 percent of amounts provided under the program for administrative expenses (42 USC 17155 (c)(4)). Units of local government and Indian tribes may not use more than 10 percent or \$75,000, whichever is greater, for administrative expenses (42 USC 17155 (b)(3)(A)). EECBG funds may be used for compensation of employees or contractors. Whether or not the administrative cost cap applies depends on the nature of the responsibilities of the staff hired. Administrative activities are those that cannot be identified with any single program but are necessary to the general conduct of the activities of the entity organization; this could include such items as the overall direction of the organization, record keeping, budgeting, and business management.

Programs or Activities Using American Recovery and Reinvestment Act (ARRA) funds:

For recipients that are administering programs or activities through EECBG Program funds received under ARRA, such as financing programs, the ARRA prohibitions on use of funds still apply. Specifically, ARRA prohibits, without exception, the use of funds for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. Any buildings or infrastructure supporting the above establishments are also ineligible.

Questions regarding the eligibility of a specific activity, measure, or program under the EECBG Program should be directed to the EECBG Program Project Officer assigned to your award.

/s/ Michael Li

Michael Li
Acting Deputy Director, Community Energy Programs
Office of State and Community Energy Programs

APPENDIX E

FY 25-27 Adopted CIP Budget



OAKLAND

capital improvement program

ADOPTED | Fiscal Year 2025 - 2027





MISSION STATEMENT

The City of Oakland is committed to the delivery of effective, courteous and responsible service. Citizens and employees are treated with fairness, dignity and respect. Civic and employee pride are accomplished through constant pursuit of excellence and a workforce that values and reflects the diversity of the Oakland community.

"Oakland's Capital Improvement Program embodies the priorities our community has championed through years of engagement with the City: equity and safety. I am deeply grateful to our community for making these critical capital investments possible through their support of Measure KK and Measure U. I also commend our dedicated City staff for their collaborative efforts across departments to ensure our resources are deployed strategically and efficiently. Together, we will continue delivering the safe streets, quality public facilities, and essential infrastructure that our community relies on every day."

- Josh Rowan, Director of OakDOT and Interim Director of Oakland Public Works

Introduction

The City of Oakland's Capital Improvement Program (CIP) guides the City's decisions regarding the renovation and replacement of City-owned assets including libraries, public safety facilities, sewers, recreation centers and parks, and streets. The City develops a new CIP Budget every two years for inclusion in the overall City Budget, and the assets identified for renovation, replacement, or purchase in a budget cycle become CIP Projects.

The Fiscal Year (FY) 25-27 CIP Budget seeks to balance the need to renovate and replace existing assets with delivering new assets where they are most needed. It represents a major investment in infrastructure and assets that reflects the overall priorities of the City and has an enormous impact on the health and vibrancy of our community. The CIP links long-range strategic plans and goals with current resources and needs. Capital projects included in a CIP are defined as any long-term investment that builds, replaces or improves an asset, such as buildings, roads, parks, traffic signals, sewers and drainage lines. CIP projects typically have a useful design life of at least ten years and a minimum cost of approximately \$100,000.



Policies

Several policy documents guided the overall preparation of the City's CIP. These include (click on blue dot for link to document or page):

- 2023 Oakland General Plan Land Use and Transportation Element (LUTE) Update (🔗 Resolution 89907 C.M.S.)
- 2022 Infrastructure Bond, Measure U (🔗 Resolution 89314 C.M.S.)
- 2022 5-Year Paving Plan (🔗 Resolution 🔗 88975 C.M.S.)
- 2020 Oakland Equitable Climate Action Plan (🔗 Resolution 88267 C.M.S.)
- 2020 Carbon Neutrality (🔗 Resolution 88268 C.M.S.)
- 2019 Infrastructure Bond, Approved CIP Projects (🔗 Resolution 87981 C.M.S.)
- 2018 Capital Improvement Program Prioritization Process (🔗 Resolution 87376 C.M.S.)
- 2017 Infrastructure Bond, Approved CIP Projects (🔗 Resolution 86773 C.M.S.)
- 2016 Infrastructure Bond, Measure KK (🔗 Resolution 86335 C.M.S.)
- 2016 Park Project Prioritization List (🔗 Resolution 86003 C.M.S.)
- 2016 Racial Equity Ordinance (🔗 14-0457, O.M.C. 2.29.170, 🔗 Resolution 13319 C.M.S.)
- 1998 Oakland General Plan Land Use and Transportation Element (LUTE)
- 1989 Public Art Ordinance (11086 C.M.S., 1989)

CIP Book Contents

- 🔗 CIP Prioritization Process
 - Development of the CIP Prioritization Process Prioritization Factors
 - Citywide Prioritization Factors & Ranking System
 - Department of Race & Equity (DRE) Guidance
 - Past Outreach & CIP Development
- 🔗 Updates & Improvements to the FY 25-27 CIP Cycle
 - FY 25-27 CIP Cycle Framework
 - Alignment with the General Plan Update Phase II: Infrastructure and Facilities Element
 - Coordination with Other City Planning Efforts
 - Oakland Infrastructure Bond Funding – Challenges and Opportunities
- 🔗 CIP Highlights: Recently Completed Projects
 - Transportation Projects
 - Public Works Projects
- 🔗 CIP Funding Sources
 - CIP & Infrastructure Bonds
 - Internal Sources
 - Other Funding Sources | CIP Grant Strategy
- 🔗 CIP Project Types
 - Projects Recommended for Funding
 - Mandatory Projects Recommended for Funding
 - Unfunded Projects
- 🔗 Planning For The Future

Please click 🔗 here for PDF version of FY25-27 Adopted CIP Budget Book.



CIP Prioritization

DEVELOPMENT OF THE CIP PRIORITIZATION PROCESS

Like many older cities, Oakland has aging infrastructure and a significant backlog of deferred maintenance. Key facilities such as police and fire stations, recreation facilities, libraries and parks need to be rehabilitated or replaced. With each biennial budget cycle, Oakland has more capital needs than the City has resources available to implement.

In 2016, the passage of Measure KK—a \$600 million infrastructure bond funding transportation, infrastructure, and affordable housing—elevated public engagement and advocacy around capital investment in the City. In the past, only a small set of factors were considered when determining which projects moved forward and received funding. The City Council, City Administrator, and Department Directors considered several determinants, such as legal and regulatory requirements and asset conditions, along with limited funding availability to determine which CIP projects would be included in a budget cycle. Moreover, the CIP process previously only allowed for public input during a limited number of City Council meetings and hearings.

During the FY 17-19 CIP budget process, the need for a more accessible and comprehensive approach to public input that also incorporated the mandates of the Measure KK Infrastructure Bond and racial equity became apparent. The updated CIP Development Process provided a means to receive public requests for capital projects ideas directly from communities. This update was facilitated by the formation of the Capital Improvement Program Working Group (CIPWG) comprised of Oakland Public Works (OPW), Oakland Department of Transportation (OakDOT) and Department of Race & Equity (DRE) staff. The goals of this group were as follows:

- ◆ Improve the quality and consistency of Departmental and public input on capital projects;
- ◆ Improve the transparency of the CIP prioritization/decision-making process;
- ◆ Ensure that the process is data-driven by identifying, applying and adhering to clear, well- defined and consistent factors;
- ◆ Streamline the process to improve efficiency and expenditure of staff time and resources;
- ◆ Filter physical and programmatic needs through the lens of community values and City goals

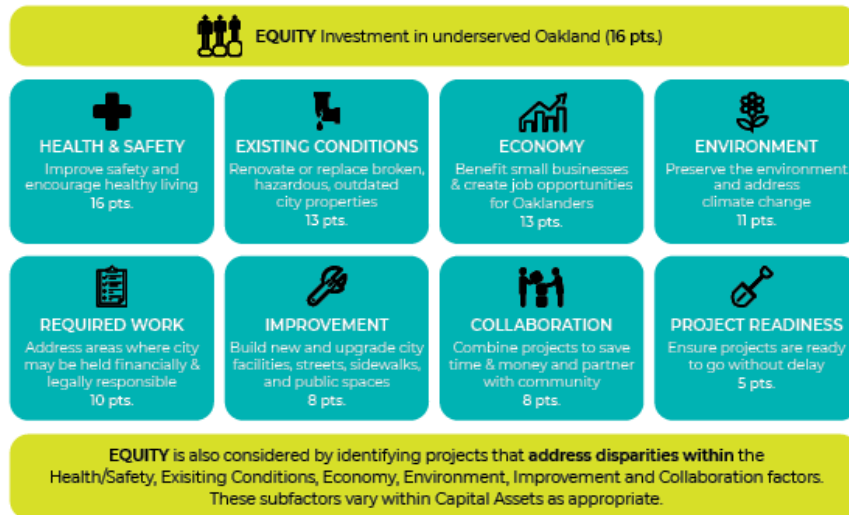
CITYWIDE PRIORITIZATION FACTORS AND RANKING SYSTEM

The CIPWG reviewed available existing City documents including the Mayor and Council priority documents, General Plans and Specific Plans, Council adopted plans, Departmental Strategic Plans and Measure KK Guiding Principles, along with public input to formulate nine Citywide Capital Prioritization Factors. Additionally, staff researched existing CIP processes from various cities and organizations to review best practices, challenges, lessons learned, and tools/software used to manage capital improvement programs.

As detailed further in the Past Outreach and CIP Development section, the updated CIP prioritization framework, guided by values shared by community members, proposed the use of nine factors for project prioritization: 1) Equity, 2) Health & Safety, 3) Economy, 4) Environment, 5) Improvement, 6) Existing Conditions, 7) Shovel Ready, 8) Collaboration, and 9) Required Work.

CIP projects are assigned a score out of 100 points based on the weighting of the nine factors shown in the rubric below. Not only is equity considered as a standalone factor, but it is also an additional subfactor evaluated under six of the nine factors (Health & Safety, Existing Conditions, Economy, Environment, Improvement, and Collaboration).

Many City Departments are 'asset owners' of buildings, parks and other facilities covered by the CIP, and are thus integral partners in the CIP prioritization process. The CIPWG collaborates with Department representatives to incorporate their technical expertise into the CIP evaluation and scoring. All capital project submissions are scored and prioritized using the same equity-based scoring system.



DEPARTMENT OF RACE & EQUITY GUIDANCE

Throughout 2017-2018, the Department of Race and Equity (DRE), a City department formed in 2015 to evaluate the equity implications of city programs, provided technical assistance on various elements of the prioritization process. DRE's involvement ensured the updated CIP incorporated equity in a manner that was meaningful and in alignment with City objectives, as well as including subsequent performance measures to assess equitable outcomes. Throughout the CIP development process, DRE was consulted to align the CIPWG mission with the following equity goals:

- Eliminating systemic causes of racial disparities in City Government by supporting staff to use analytical tools to identify the impacts of systemic racism and create solutions to address it;
- Promoting inclusion and full participation for all residents of the City through inclusive engagement strategies that give voice to communities which are under- served as a result of disparities in services create by structural racism;
- Reducing race-based disparities in our communities by using data to show how underserved communities are impacted by disparities and how community input in those areas was used to inform and shape the prioritization factors and project recommendations for funding.

The CIP prioritization model, driven by both qualitative and quantitative data, has been recognized nationally. At the federal level, DRE was invited to present the CIP prioritization model and its results at the White House Equitable Data Roundtable on March 24, 2023. Federal agencies across the administration were represented. At this event, DRE shared how the process has helped Oakland advance racial equity through capital infrastructure investments. There were over 500 people in attendance. More recently, the model was presented to twenty different cities from across the country at the 2024 All American City Awards, where **Oakland** was recognized for the CIP engagement and prioritization process for its innovation in engaging Oakland communities in the CIP process strengthening democratic participation

and inclusive engagement in City affairs earning Oakland the Title of one of the best ten cities in the country in these areas.

During the development of the proposed FY 25-27 CIP, DRE continued its active participation in the CIPWG and CIP community engagement framework strategy. Further information on the FY25-27 CIP process is detailed later in this narrative.

PAST OUTREACH AND CIP DEVELOPMENT

In 2018, as part of the City's commitment to inclusive community engagement, the CIPWG dedicated a Community Outreach Coordinator to work closely with and support fostering relationship building as well as encouraging public involvement. During the FY 19-21 budget cycle, the CIPWG implemented public outreach in two phases. In Phase 1, through a series of community meetings, and online and paper surveys, the City gathered community input on how to develop a CIP process, rooted in shared City and community values and priorities.

The information collected in Phase 1 was used to develop a weighting system for the nine prioritization factors, which based on a scoring scale from zero to one hundred, resulted in also uplifting the voices of Black and Hispanic or Latino/a/e participants. This step was intentional and necessary given that the data collected through outreach events revealed that Black and Hispanic or Latino/a/e participation was not representative of Oakland demographics. This was addressed by statistically weighting the responses on the evaluation factors of these ethnic groups. A key outcome of this step was equity rising to the top as one of the most valued factors by Oaklanders, followed by health and safety.

Phase 2 utilized the adopted factors and weighting system to develop the CIP Budget, while continuing community engagement to initiate a first-of-its-kind path forward for the public to request their own capital project ideas. Public intake forms were distributed and received through the City's website, email, standard mail, and in community meetings. The public form included five simplified questions about CIP Project requests, and was translated into Vietnamese, Chinese and Spanish. In subsequent engagement cycles, Arabic, Khmer, Korean, and Tagalog were added to the public intake form.

With every CIP cycle, the community outreach and engagement process has evolved. Throughout the prior three CIP cycles (FY 19-21, FY 21-23, FY 23-25), the City has collaborated with community-based organizations (CBOs) to help facilitate the development of CIP proposals and have informed the City of community member priorities. This FY 25-27 budget cycle represents the fourth cycle of implementing the adopted CIP prioritization weighting system, providing a framework for a robust project ranking process that is heavily weighted toward equity, to develop recommendations for funding allocations.



Updates & Improvements for FY 25-27

The City's CIP process allows for flexibility to continually improve and adapt to change. This section will provide an overview of the FY 25-27 CIP cycle.

FY 25-27 CIP CYCLE FRAMEWORK

Leading up to this CIP cycle, staff from the CIPWG, General Plan Update Team, and Department of Finance jointly developed the City's FY 25-27 CIP framework based on these guiding goals:

- Support a transparent and equitable process that builds on engagement and equity work performed to date
- Encourage further community participation where it can meaningfully inform City policy and investment decisions
- Reduce redundant processes across different city efforts
- Set appropriate expectations for the City's financial realities.

These goals synthesized lessons learned and feedback from Community-Based Organizations (including the City's CIP Community Consultants) as well as the City's current fiscal capacity. Feedback received on the CIP process has reflected public process fatigue. CIP Community Consultants have previously raised that community members often feel tapped out or confused about how CIP engagement connects with other City planning processes, which is exacerbated by rigid budget timelines and relatively short duration over which CIP engagement has historically taken place. Moreover, the CIPWG learned from Community Consultants that developing a capital project proposal is a heavy lift for community members, who may not have expertise on specific types of asset improvements, let alone the time or resources to provide this level of input. In response to this input, the CIPWG made the decision to temporarily pause the solicitation of new capital project ideas and is considering different community engagement models for future CIP cycles.

Given past community feedback and the City's limited financial capacity, the FY 25-27 CIP framework is focused on delivering and funding the City's existing priority list of more than 100 in-progress projects. This approach allows the City to prioritize existing grant-funded and "shovel ready" projects that can move forward expeditiously to maximize project delivery within budget constraints.

[Alignment With The General Plan Update Phase II: Infrastructure And Facilities Element](#)

In alignment with the FY25-27 CIP framework, the City partnered with the General Plan Update Team to align the CIP process with the planning and community engagement process for the [2045 General Plan Update Infrastructure and Capital Facilities Element](#) (or topic), which is a longer-term capital planning process over a twenty-year time horizon.

Oakland's General Plan Update (GPU) is a collaborative citywide planning process to plan for a vibrant future for all residents. Through this process, the City will create the roadmap to more livable and connected

neighborhoods where community members can access what they want and need, like grocery stores, arts and entertainment, retail, libraries, parks, and safe and reliable transportation.

Phase 1 of the General Plan Update (GPU) concluded in October 2023 with the adoption of the Housing, Safety and Environmental Justice Elements. GPU Phase 2 will include Oakland's first ever **Infrastructure and Facilities Element**, addressing the policy framework to support and guide the City's capital planning over a twenty-year time horizon.

The GPU team initiated Phase 2 in Fall 2024 including: a virtual town hall on September 26, 2024, in-person pop-up event tabling, and a survey open through October 20, 2024 to share community input on a full range of topics shaping the physical layout of the City.

The GPU Phase 2, which will continue through October 2026, is a well-timed opportunity for the City and Oakland community members to build upon past CIP cycles and contribute to a longer-range approach to capital planning. The resulting new General Plan Element will provide the policy framework to support and guide the City's CIP planning process going forward, including providing a more systematic approach to project prioritization that incorporates the existing "unfunded" list. Once Phase 2 of the General Plan Update (GPU) is adopted in 2026, the updated General Plan will guide citywide development over the following two decades, with a focus on creating an equitable and just city.

Coordination With Other City Planning Efforts

Leading up to the FY 25-27 CIP cycle, OakDOT conducted a review of transportation project recommendations from adopted City planning documents from the past five years to ensure that these plans are more closely integrated within the CIP. Staff held a series of internal workshops and stakeholder outreach, vetting projects based on the following factors:

- **Equity Priority Neighborhoods**
- **Overlap with the 2024 High Injury Network**
- Level of community support based on past public engagement
- Coordination with existing CIP projects
- Project readiness and feasibility

After completing this review process, staff finalized a list of 20 projects originating from recommendations from the **Downtown Specific Plan**, **Chinatown Complete Streets Plan**, **East Oakland Neighborhood Initiative**, **East Oakland Mobility Action Plan**, **Grand Avenue Mobility Plan**, and **Transit Action Strategy**. This list of 20 projects was subsequently scored and evaluated based on the nine prioritization factors described under the CIP Prioritization Process, resulting in each project being assigned a CIP score out of 100 points. CIP scores also underwent a normalization process for consistency across the past four cycles. After the ranking process was completed, all projects were run through a funding availability analysis.

Through this review and ranking process, projects were sorted into four categories:

- **Recommended for Funding:** highly ranked CIP projects and existing grant-funded projects that are recommended to be funded in the FY 25-27 CIP
- **Existing CIP:** project ideas that are already captured by an existing CIP project or process
- **Unfunded:** project ideas that are not recommended for funded in the FY 25-27 due to lack of available funding and/or because they received a low ranking CIP score
- **Non CIP:** project ideas that are not categorized as capital projects (i.e., maintenance, projects outside of the City's jurisdiction, etc.)

The City aims to fund as many projects as it can for which funding is available and can be delivered using available resources. The projects included in the CIP reflect these policies and the constraints of existing funding sources. They also place a priority on preserving the City's significant investment in existing infrastructure assets.

Both OakDOT and OPW rely on infrastructure bonds—including Measure DD, Measure KK, and Measure U—to deliver the City’s CIP. Bond funding also boosts the City’s competitiveness for external regional, state, and federal grants by providing a funding source for local match commitments.

As of spring 2025, OakDOT has spent and encumbered more than 95% of the \$350 million available for transportation Measure KK. Measure U, Measure KK’s successor, included \$290 million for transportation, but OakDOT has not received any Measure U funds to date. Under the FY 23-25 CIP, work supporting the 5YP implementation was originally funded by Measure KK and Measure U. The FY 25 budget for Measure U for Transportation was originally established at \$55.1 million, with street resurfacing as its largest component at \$51.75M. This budget was then reduced to \$0 as part of the FY25 contingency budget that went into effect in October 2024.

Following these reductions, OakDOT, Finance, and the City Administrators Office took various administrative actions in Fall 2024 to minimize impacts to the paving program. These included reallocating \$5M in funds from OakDOT projects with excess near-term cash, reallocating \$12.7M in Measure KK funds from Oakland Public Works CIP projects with excess near-term cash, and seeking Council Approval to appropriate \$3M in Measure BB Fund Balance towards the paving program. These measures allowed key paving contracts to proceed. However, there is no available funding for further administrative actions. As a result, as of January 2025 all pending paving projects have been deferred until a bond sale is completed.

As of the development of the proposed CIP budget in spring 2025, the timing of the next bond sale has yet to be determined. Without a new bond sale of Measure U, OakDOT cannot initiate new contract paving projects and is in danger of delaying grant-funded, shovel-ready streetscape projects. If the Measure U bond issuance is delayed, construction cost escalation will generate significant additional costs for planned capital projects. From 2021-2025, the State of California Department of General Services’ “[California Construction Cost Index](#)” estimated that construction costs inflated by an average of 8.7% annually. While inflation fell in 2024, tariff-related uncertainty poses a severe threat to construction costs

The City Administrator’s Office and Finance Department are actively working to ensure that the City is able to issue bonds in FY26 to avoid negative financial and operational impacts. In order to successfully sell bonds the City must demonstrate: stable governance and management, improved immediate financial position, and that it has a plan for sustained improvement in finances and reserves; in addition to completing the required legal disclosures and operational steps.

Finally, the City’s project delivery functions continue to face two main challenges: hiring and procurement. Some divisions responsible for project delivery have a vacancy rate exceeding 50%, limiting the number of projects that can move forward and slowing down the projects that remain. In addition, cumbersome procurement processes overlaid with strict local business requirements result in bidding processes that are longer than desired.



Completed CIP Projects

CAPITAL IMPROVEMENT PROGRAM HIGHLIGHTS

This page shows examples of recently completed capital projects in Oakland . Please click on the images below for links to the respective project websites.

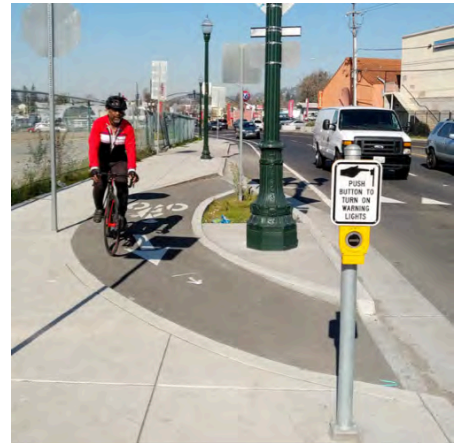
[West Street Road Diet](#)



[Lakeside Green Street](#)



[LAMMPS Phase 1](#)



Telegraph Avenue Corridor Improvements (KONO)



Crossing To Safety (Park Boulevard/E38th Street)



8th Street West Oakland Traffic Calming

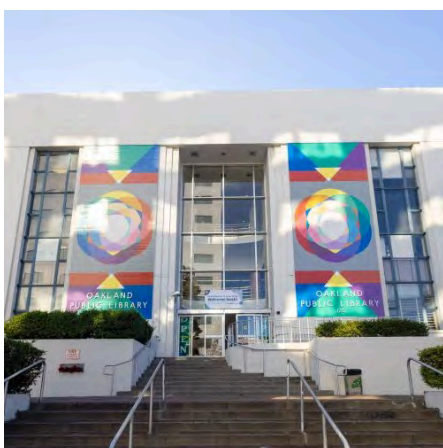


OakDOT Paving Plan

In Fiscal Year 2023-24, OakDOT paved a record high of 47 miles of streets. For more information, please visit: www.oaklandca.gov/news/safer-smoother-streets-in-oakland-as-city-repaves-record-high-of-47-miles.



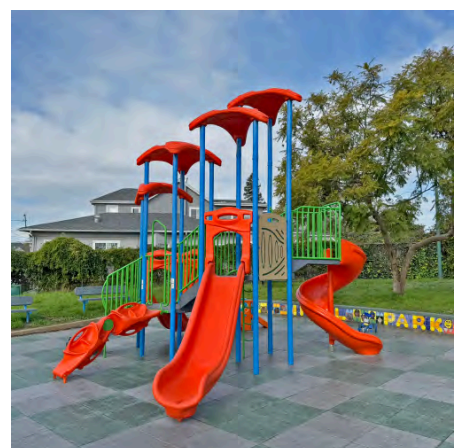
Main Library Improvements



Downtown Oakland Senior Center Improvements



Mini Parks Beautification Projects



Holly Mini Park



Large Trash Capture Devices At
Cary Ave & Mandela Pkwy



Fox Theater HVAC Controls
Replacement





CIP Funding Sources

CIP & INFRASTRUCTURE BONDS

On July 11, 2022, the Oakland City Council adopted Resolution No. 89314 C.M.S, which placed the 2022 Affordable Housing Infrastructure Bond Measure on the November 8, 2022 General Municipal Election ballot. On December 20, 2022, the Oakland City Council adopted Resolution No. 89543 C.M.S, which certified the election results from the November 8, 2022, specifically the approval of the 2022 Affordable Housing & Infrastructure Bond Measure (Measure U).

Measure U Bond proceeds improve public safety and invest in Oakland by creating affordable housing for Oaklanders, increasing housing for homeless Oaklanders, repaving streets to remove potholes, improving traffic/pedestrian safety, and updating fire stations and other public facilities.

CIP FUNDING SOURCES

There are limited sources of internal funding available for capital improvements, typically with restrictions on their use within broad categories, which are described below. For this reason, outside grants are a significant source of funding for capital projects and are typically needed to advance major capital investments.

INTERNAL SOURCES

Capital Improvement Impact Fee (Fund 2421) Limited to funding capital improvements within the City's Capital Improvement Program that supports fire, police, library, parks and recreation, or storm drain services to improve or expand the City's public facilities to accommodate service demands from new development. The funds may not be used for rehabilitation, maintenance or operating costs.

Measure BB - Bicycle and Pedestrian (Fund 2219) Limited to funding bicycle and pedestrian safety and accessibility improvements within the public right-of-way. Funded through the additional half-cent sales tax passed in November 2014.

Measure BB – Local Streets and Roads (Fund 2218) Limited to funding improvements and maintenance of local streets and roads, sidewalks, traffic safety and related work within the public right-of-way. Funded through the additional half-cent sales tax passed in November 2014.

Measure F – Vehicle Registration Fee (Fund 2215) Limited to funding maintenance of local streets and roads, relieve congestion, improve traffic signal and commuter information technology systems, and improve bicycle and pedestrian travel.

Measure DD - 2002 Oakland Trust for Clean Water and Safe Parks (Fund 5322/532X) Limited to clean water, parks and open space.

Measure HH – 2017 Sugar-Sweetened Beverage Distribution Tax (Fund 1030) Limited to funding projects and programs that: reduce the consumption of sugar-sweetened beverages; and that support health education and physical activity programs to improve the health of Oakland residents, especially for those most impacted by health disparities and the chronic diseases associated with the consumption of sugar.

Measure KK – Infrastructure I-Bond (Fund 5330/5332/5335/5337/5338) Limited to funding streets and sidewalk repairs, city facilities, parks and open space, and affordable housing.

Measure Q – Parks & Recreation Preservation, Litter Reduction and Homeless Measure (Fund 2244) Limited to funding local water quality improvements that clean storm systems and park creeks.

Measure U – 2022 Affordable Housing and Infrastructure Bond (Fund 5340/5342) Measure to improve public safety and invest in Oakland by creating affordable housing for Oaklanders, increasing housing for homeless Oaklanders, repaving streets to remove potholes, improving traffic/pedestrian safety, and updating fire stations and other public facilities, by issuing \$850,000,000 in general obligation bonds, raising approximately \$85,000,000, passed in November 2022.

State of California Gas Tax (Fund 2230) Limited to funding basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

State of California Gas Tax – SBI Road Maintenance & Rehabilitation Account (Fund 2232) Funded through 2017 Senate Bill (SB) 1 to address deferred maintenance on the State Highway System and local streets and roads. Similar to Fund 2230, this fund is limited to funding basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

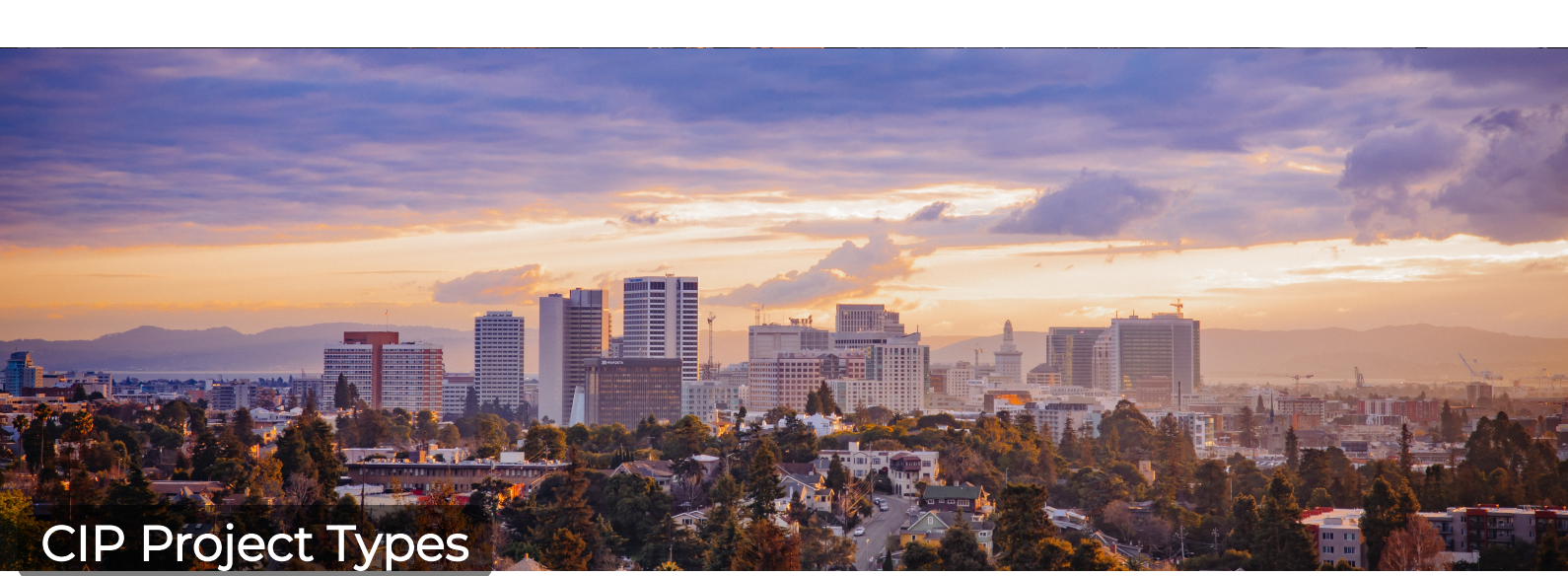
Transportation Impact Fee (Fund 2420) Funds improvements and expansion to the citywide transportation infrastructure to address and manage additional travel demand from new development for all travel modes. The funds may not be used for rehabilitation, maintenance, or operating costs.

OTHER FUNDING SOURCES | CIP GRANT STRATEGY

Oakland receives a significant amount of funding from sources outside the biennially adopted CIP. While by their nature, these grants are only available for specific projects and purposes, and are often cyclical and competitive, they represent a significant addition to local funds. Grants are the most viable source to fund new improvements and allow internal funds to be kept available for existing assets. Internal funds are also necessary for leverage and grant matching fund requirements.

The CIP prioritization process is integral to the City's grant pursuit strategy. CIP scores serve as the foundation for identifying priority projects for new funding opportunities. However, since the vast majority of grant sources are competitive, the City must filter its capital needs through the lens of funding criteria set by grantors. By striking a balance between prioritizing the highest-ranked CIP projects and advancing the most competitive CIP projects for different grant opportunities, the City is able to maximize its competitiveness for grant awards. OakDOT's grant strategy first prioritizes partially funded projects already included in the CIP, followed by high scoring, unfunded CIP projects; in doing so, OakDOT seeks to fill funding gaps for in-progress projects while also identifying grant opportunities for new CIP projects that are both highly ranked and well-aligned with grant criteria.

The City continues to aggressively seek grants for a wide variety of needs to meet the City's need to address unfunded priorities. Over the past five years, the City has secured over \$300 million in competitive grants to implement the CIP. In 2024 alone, OakDOT submitted 23 grant applications for capital funding.



CIP Project Types

The adopted CIP is divided into projects recommended for funding, mandatory projects recommended for funding, and unfunded projects. Each is described in more detail below.

PROJECTS RECOMMENDED FOR FUNDING

This category includes high scoring projects, grouped by program or asset category, and ranked by their score based on the adopted policies referenced above. It also includes current CIP projects that have partial funding available and were included in the adopted CIPs in fiscal years 2015-17 through 2023-25 budgets. Because of limited new funding, existing projects in need of funding to complete construction have been prioritized for this budget cycle.

MANDATORY PROJECTS RECOMMENDED FOR FUNDING

These are projects mandated by court order or other legislation (e.g., sanitary sewer capital improvements; construction of curb ramps, bridge rehabilitation, emergency roadway rehabilitation, etc.) or projects that require local match from grants previously received and approved by the City Council.

UNFUNDED PROJECTS

This category includes all other requests for capital projects for which a funding source is not presently known. This includes projects that replace or renovate assets that are either structurally or functionally obsolete or have deferred maintenance issues that negatively value the asset, for which no funding is available such as:

Major projects that improve or replace key assets: Examples include emergency services facilities such as the Police Administration Building and some fire stations that do not meet the mandate of essential service facilities (fully operational after an earthquake or similar disaster) or have significant deferred maintenance items that impact their operational status. Additionally, many older City owned buildings, such as the Main Library, have surpassed their operational life expectancy.

Minor Capital Improvements which would fund renovations or replacement of assets that are not planned, but are of an urgent nature, have been minimally funded through the previous Operating Budget at \$1 million annually. These include urgent projects such as roof reconstruction and replacement; hot water heater, chiller and boiler replacement; appliance replacement; mold, asbestos and lead paint abatement; HVAC major renovation and/or replacement; electrical panel upgrades; sewer line/lateral replacements.

Critically unfunded are projects with no available funding that are described by departments as urgent. Examples include fire station facility improvements, parks and recreation restroom and facility renovations,

storm drainage system improvements, and water quality/trash capture projects are required to meet various regulations and requirements. Other types of projects include elevator upgrades, implementation of the American with Disabilities Act (ADA) Transition Plan, and the renovation of pool facilities and locker rooms. While no funding source has been identified, these projects are presented for consideration should funding become available.

Requests from Prior Years: The CIP unfunded list documents outstanding capital project requests from past adopted CIPs.



Planning for the Future

Citywide long-term capital project planning is required for the ongoing management of Oakland's complete inventory of assets. Many of our assets have reached the end of their useful life and need replacement. Others have historic value or other intrinsic value to the community that should be considered for preservation. The adopted CIP Budget includes funding for a small portion of the City's asset renovation or replacement needs and reflects the limits of existing fund sources.

Due to limited funding, a strategic approach to prioritizing remaining unmet needs is essential. A careful assessment of core City programs and services and the assets and facilities needed to support those services is required to inform a strategic approach. Comprehensive physical condition assessments of City assets are required to develop preliminary project scopes and to determine budget need. These assessments would in turn inform a long-term funding strategy to address those assets considered critical to core functions and future growth, which could include future General Obligation Bond(s) or other revenue measures. Comprehensive assessment and inventory of City facilities will also inform planning for adequate operations and maintenance budgets and funding mechanisms. The effort to implement a comprehensive, strategic, and sustainable approach to capital planning is a citywide endeavor that spans Departments and budget cycles. Following are a few of the initiatives underway to help meet these long-term goals:

- **Citywide Facilities Energy & Building Code Compliance Assessments and Improvements** – The FY25-27 CIP Budget includes requests to fund two projects that will conduct Citywide Facilities assessments, identify critical improvements required to comply with energy & building code, and provide preliminary cost estimation and prioritization for implementation. Highest priority improvements will proceed with design, permitting and construction as funding allows, and future funding needs will be identified to inform capital improvement program planning.
- **The Equitable Climate Action Plan (ECAP)** establishes the City's comprehensive policies to address climate change, including Action Item A-1: Fund Creation and Operation of Resilience Hubs. Resilience Hubs are facilities designated to serve broad community needs related to the shocks and stresses resulting from a changing climate. These needs include physical and operational design features like solar energy systems, energy storage, advanced HVAC, green infrastructure, and charging systems for medical equipment and emergency response supplies. Resilience Hubs will become a core part of the City's emergency response capabilities, as well as serving needs during smoke days, extreme heat events, power outages, and natural disasters. The CIP includes costs associated with the creation of Resilience Hubs at municipal buildings across Oakland.
- **Oakland's General Plan Update (GPU)** is a collaborative citywide planning process to plan for a vibrant future for all residents (see [●](#) Updates & Improvements for FY 25-27 section for additional detail).

Future goals include development of a comprehensive asset management system to provide key data and information on all City owned assets to inform maintenance and investment strategies that optimize asset maintenance, rehabilitation, and replacement over time.

Building an effective and efficient Capital Improvement Program will require multiple process improvements over time. It is essential that Oaklanders have a high level of confidence that City infrastructure projects will be completed in a timely and professional manner. City staff and leadership continue to seek and implement ways to improve effectiveness and efficiency.



Photo: Greg Linhares, City of Oakland

Financial Summaries

ADOPTED PROJECTS BY CATEGORY

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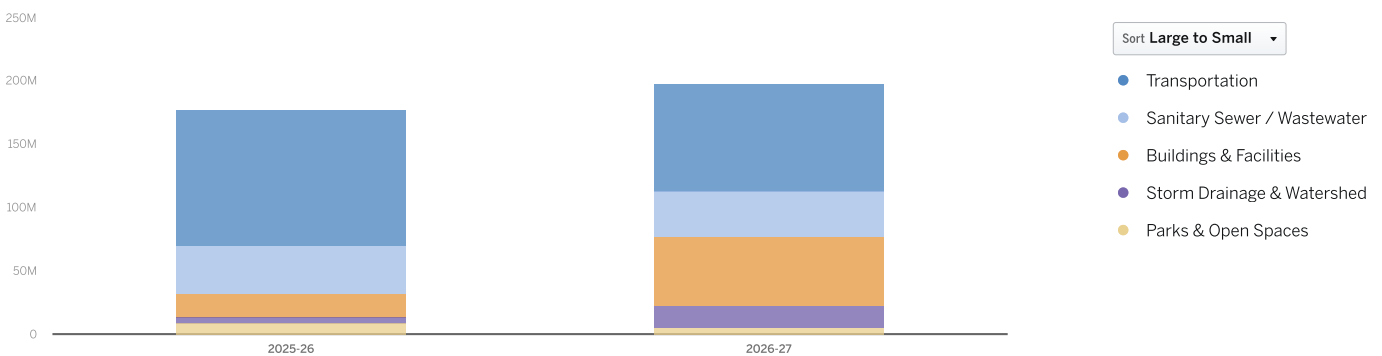
Updated On 27 Aug, 2025

Search in table Search Showing 96 rows

← Back ↻ Reset

Broken down by
Category

Visualization



Transportation

Projects in this category include street paving and rehabilitation, streetscape projects, sidewalk repair, curb ramp construction, bridge repair, traffic calming, safe routes to schools, pedestrian safety, bicycle improvements, and traffic signals and operations. These programs are designed to address the maintenance backlog of City streets and sidewalks and to improve the safety of all modes of travel, including people walking, biking, driving and taking transit.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Bike Plan Implementation	Transportation	2218 - Measure BB Local Streets & Roads	550,000	2026	Citywide	Citywide

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Bridge Rehabilitation	Transportation	5342 - Measure U (Tax Exempt)	1,000,000	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2215 - Vehicle Registration Funds	62,765	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2218 - Measure BB Local Streets & Roads	9,470,406	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2219 - Measure BB Bicycle & Pedestrian	186,557	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2230 - State Gas Tax	388,313	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2232 - State Gas Tax SB1 RMRA	3,131,490	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	5342 - Measure U (Tax Exempt)	50,500,000	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing (In-House Materials)	Transportation	2232 - State Gas Tax SB1 RMRA	1,500,000	2026	Citywide	Citywide
Transportation	Community Transportation Plans & Project Development	Transportation	2218 - Measure BB Local Streets & Roads	750,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2230 - State Gas Tax	1,888,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2232 - State Gas Tax SB1 RMRA	1,000,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2420 - Transportation Impact Fee	1,912,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2420 - Transportation Impact Fee	750,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	5342 - Measure U (Tax Exempt)	13,000,000	2026	Citywide	Citywide
Transportation	Curb Ramps	Transportation	5342 - Measure U (Tax Exempt)	9,500,000	2026	Citywide	Citywide
Transportation	Emergency Roadway Reconstruction	Transportation	2232 - State Gas Tax SB1 RMRA	1,000,000	2026	Citywide	Citywide
Transportation	Emergency Roadway Reconstruction	Transportation	5342 - Measure U (Tax Exempt)	3,000,000	2026	Citywide	Citywide
Transportation	Pedestrian Plan Implementation	Transportation	2218 - Measure BB Local Streets & Roads	250,000	2026	Citywide	Citywide
Transportation	Pedestrian Plan Implementation	Transportation	2219 - Measure BB Bicycle & Pedestrian	300,000	2026	Citywide	Citywide
Transportation	Sidewalk Reconstruction	Transportation	2232 - State Gas Tax SB1 RMRA	3,000,000	2026	Citywide	Citywide
Transportation	Speed Bump Program	Transportation	2232 - State Gas Tax SB1 RMRA	750,450	2026	Citywide	Citywide
Transportation	Traffic Safety Program	Transportation	2218 - Measure BB Local Streets & Roads	1,000,000	2026	Citywide	Citywide
Transportation	Traffic Signal Capital Program	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2026	Citywide	Citywide
Transportation	Transportation Grant Matching	Transportation	2215 - Vehicle Registration Funds	900,000	2026	Citywide	Citywide
Transportation	Bridge Rehabilitation	Transportation	5342 - Measure U (Tax Exempt)	1,000,000	2027	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2215 - Vehicle Registration Funds	51,720	2027	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	5342 - Measure U (Tax Exempt)	52,000,000	2027	Citywide	Citywide

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Community Transportation Plans & Project Development	Transportation	2218 - Measure BB Local Streets & Roads	750,000	2027	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2420 - Transportation Impact Fee	3,470,000	2027	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	5342 - Measure U (Tax Exempt)	12,250,000	2027	Citywide	Citywide
Transportation	Curb Ramps	Transportation	5342 - Measure U (Tax Exempt)	9,500,000	2027	Citywide	Citywide
Transportation	Emergency Roadway Reconstruction	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2027	Citywide	Citywide
Transportation	Safe Routes to Schools	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2027	Citywide	Citywide
Transportation	Speed Bump Program	Transportation	2232 - State Gas Tax SB1 RMRA	726,872	2027	Citywide	Citywide
Transportation	Traffic Signal Capital Program	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2027	Citywide	Citywide
				191,538,573			

Buildings And Facilities

Projects in this category include new construction, expansion, and replacement or improvement of recreation centers, fire stations, community centers, and other City buildings, facilities, and structures.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	3,000,000	2026	5	2535 High Street
Buildings & Facilities	East Oakland Senior Center Renovation	Human Services	5342 - Measure U (Tax Exempt)	2,000,000	2026	7	9255 Edes Avenue
Buildings & Facilities	Museum Collection Center Seismic Improvement	Public Works	5342 - Measure U (Tax Exempt)	1,999,885	2026	3	1000 Oak Street
Buildings & Facilities	Museum Improvements	Public Works	1010 - General Purpose Fund	319,268	2026	3	1000 Oak Street
Buildings & Facilities	Oakland Ice Center Refrigeration Equipment	Economic Workforce Development	5343 - Measure U (Taxable)	10,000,000	2026	3	519 18th Street
Buildings & Facilities	Oakland Tool Lending Library at Temescal Library	Library	5342 - Measure U (Tax Exempt)	1,500,000	2026	1	5205 Telegraph Avenue
Buildings & Facilities	Arroyo Viejo Center Recreation Master Plan	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,500,000	2027	6	7701 Krause Avenue
Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	2,600,000	2027	5	2535 High Street
Buildings & Facilities	Citywide Facilities Energy & Building Code Compliance Improvements	Public Works	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Citywide Fire Station Energy & Building Code Compliance Improvements	Fire	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Fire Station 29 & TREC Training Facility	Fire	5338 - Measure KK	12,720,500	2027	6	1016 66th Avenue
Buildings & Facilities	Fire Station 29 & TREC Training Facility	Fire	5342 - Measure U (Tax Exempt)	22,279,500	2027	6	1016 66th Avenue
Buildings & Facilities	Fox Theatre Improvements	Economic Workforce Development	5342 - Measure U (Tax Exempt)	4,600,000	2027	3	1807 Telegraph Avenue
Buildings & Facilities	Library Energy Assessments & Upgrades to MLK Jr., Golden Gate, Temescal & Lakeview Branch Libraries	Library	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Malonga Center	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,500,000	2027	3	1428 Alice Street
Buildings & Facilities	Museum Improvements	Public Works	1010 - General Purpose Fund	326,930	2027	3	1000 Oak Street
Buildings & Facilities	Tassafaronga Recreation Center Upgrades	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,000,000	2027	7	975 85th Avenue
Buildings & Facilities	West Oakland Resilience Hub	Library, Parks & Recreation, Human Services	5342 - Measure U (Tax Exempt)	1,000,000	2027	3	1801 Adeline Street
Buildings & Facilities	Willie Keyes Recreation Center	Parks & Recreation/Library	5342 - Measure U (Tax Exempt)	1,000,000	2027	3	3131 Union Street
				73,346,083			

Parks And Open Spaces

Projects in this category include improvements to playgrounds and tot lots, park and recreation facilities, sports fields, and City swimming pools; and improvements to Oakland's waterways.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Parks & Open Spaces	10th & 12th Street Remediation at Peralta Park	Parks & Recreation	532X - Measure DD	750,000	2026	2	10th & 12th Street
Parks & Open Spaces	Caldecott Trailhead Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	2,850,000	2026	4	6900 Broadway
Parks & Open Spaces	Lake Merritt Channel Trail Improvements	Parks & Recreation	532X - Measure DD	3,250,000	2026	3	Lake Merritt
Parks & Open Spaces	San Antonio Park	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,850,000	2026	2	1701 E19th Street
Parks & Open Spaces	Estuary Park	Parks & Recreation	532X - Measure DD	6,000,000	2027	5	5 Embarcadero
				14,700,000			

Sanitary Sewer & Wastewater

Projects in this category primarily include reconstruction of sewer mains throughout the City as required by an Administrative Order issued to Oakland and other Bay Area communities by the United States Environmental Protection Agency and the State of California. The Order requires the City to plan and implement capital repairs and replacements to the aging sewer facilities and implement maintenance

practices that prevent sewage discharges into creeks, lakes, and the San Francisco Bay. Funding for emergency repair and replacement of sewer facilities is also included

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Sanitary Sewer / Wastewater	Emergency Sewer Repairs	Public Works	3100 - Sewer Service Fund	2,000,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Hotspot Sewer Repair	Public Works	3100 - Sewer Service Fund	3,000,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Root Foaming FY25-27	Public Works	3100 - Sewer Service Fund	600,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	Public Works	3100 - Sewer Service Fund	2,950,000	2026	5	Sausal Creek
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 60-03/07	Public Works	3100 - Sewer Service Fund	4,680,000	2026	2	Rancho San Antonio
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 81-002	Public Works	3100 - Sewer Service Fund	4,070,858	2026	5	High Street and International Blvd.
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	Public Works	3100 - Sewer Service Fund	1,150,000	2026	6	Arroyo Viejo
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-101	Public Works	3100 - Sewer Service Fund	7,390,000	2026	6	Coliseum & Hegenberger
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-102	Public Works	3100 - Sewer Service Fund	6,820,000	2026	6	Coliseum & Hegenberger
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	Public Works	3100 - Sewer Service Fund	1,700,000	2026	7	Webster Street
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-231	Public Works	3100 - Sewer Service Fund	3,575,000	2026	7	Sheffield Village - Marlowe Drive
Sanitary Sewer / Wastewater	Emergency Sewer Repairs	Public Works	3100 - Sewer Service Fund	2,060,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Hotspot Sewer Repair	Public Works	3100 - Sewer Service Fund	3,090,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Root Foaming FY25-27	Public Works	3100 - Sewer Service Fund	618,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	Public Works	3100 - Sewer Service Fund	13,600,000	2027	5	Sausal Creek
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 62-02	Public Works	3100 - Sewer Service Fund	1,080,000	2027	5	North Kennedy Tract
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 80-001	Public Works	3100 - Sewer Service Fund	570,000	2027	5	St. Elizabeth
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 81-001	Public Works	3100 - Sewer Service Fund	570,000	2027	5	Fruitvale Station

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 83-201	Public Works	3100 - Sewer Service Fund	370,000	2027	6	Seminary
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	Public Works	3100 - Sewer Service Fund	6,800,000	2027	6	Arroyo Viejo
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-102	Public Works	3100 - Sewer Service Fund	820,000	2027	7	North Stonehurst
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	Public Works	3100 - Sewer Service Fund	6,800,000	2027	7	Webster Street
				74,313,858			

Storm Drainage And Watershed

Projects in this category primarily include reconstruction of failing storm drain facilities and implementation of projects that protect and improve watersheds throughout the City such as creek restoration, green infrastructure, and other stormwater pollution prevention projects to meet water quality regulations. Funding for emergency repair and replacement of storm drain facilities is also included.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Storm Drainage & Watershed	Beaconsfield Canyon Storm Drain Inlet Replacement & Creek Enhancement	Public Works	2244 - Measure Q	109,375	2026	4	Beaconsfield Canyon Park
Storm Drainage & Watershed	Chelsea Drive at Longcroft Storm Drain Inlet Improvement	Public Works	2244 - Measure Q	190,497	2026	4	SD Inlet on Chelsea Drive at Longcroft Drive
Storm Drainage & Watershed	Empire Road Storm Drain Improvement	Public Works	5342 - Measure U (Tax Exempt)	1,443,750	2026	7	Empire Road between Cairo Rd & Tunis Rd
Storm Drainage & Watershed	Glen Echo Creek Restoration	Public Works	532X - Measure DD	485,188	2026	7	Croxton Avenue & Richmond Blvd.
Storm Drainage & Watershed	High Street Storm Drainage Improvements	Public Works	5342 - Measure U (Tax Exempt)	1,113,281	2026	5 & 6	High Street between Wattling St. and Tidewater Ave
Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	Public Works	2244 - Measure Q	240,198	2026	3	3021 Richmond Blvd.
Storm Drainage & Watershed	Stormwater Capital Improvements	Public Works	2421 - Capital Improvements Impact Fee Fund	1,435,896	2026	Citywide	Various
Storm Drainage & Watershed	Bernhardt Drive Storm Drainage Improvement	Public Works	5342 - Measure U (Tax Exempt)	2,062,500	2027	7	Bernhardt Dr. from Ghormley Avenue to Union Pacific Railroad
Storm Drainage & Watershed	Broken Weirs Replacement - 73rd and International Large Trash Capture Device	Public Works	5342 - Measure U (Tax Exempt)	1,729,021	2027	6	73rd Ave & International Blvd.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Storm Drainage & Watershed	Citywide Storm Drainage Replacement (eg. Joaquin Miller Park Storm Drain, Moraga Ave and Masonic Ave Storm Drain)	Public Works	5342 - Measure U (Tax Exempt)	1,000,000	2027	Citywide	Various
Storm Drainage & Watershed	High Street Storm Drainage Improvements	Public Works	5342 - Measure U (Tax Exempt)	4,687,500	2027	5 & 6	High Street between Wattling St. and Tidewater Ave
Storm Drainage & Watershed	Rehab Storm Drain under International Blvd. between 57th and 62nd Avenues	Public Works	5342 - Measure U (Tax Exempt)	351,563	2027	6	Under International Blvd from 57th to 62nd Avenues.
Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	Public Works	5342 - Measure U (Tax Exempt)	4,700,000	2027	3	3021 Richmond Blvd.
Storm Drainage & Watershed	Stormwater Capital Improvements	Public Works	2421 - Capital Improvements Impact Fee Fund	2,205,613	2027	Citywide	Various
				21,754,382			

PROJECTS BY FUND

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Financial Summaries

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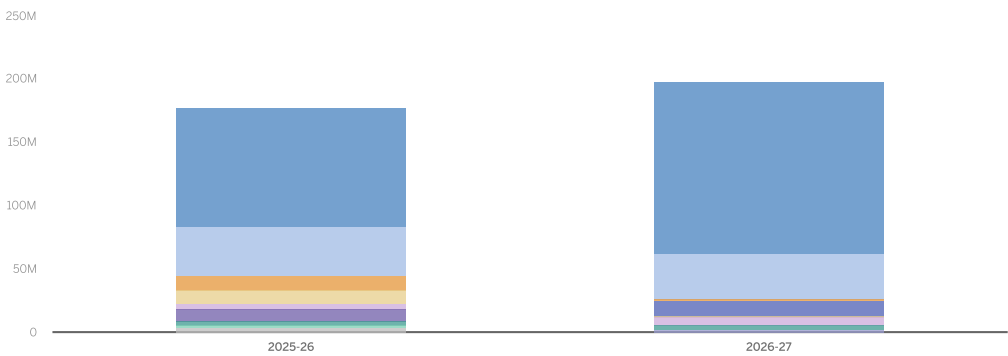
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- 5342 - Measure U (Tax Exe...)
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- 5338 - Measure KK
- 2232 - State Gas Tax SB1 R...
- 532X - Measure DD
- 5343 - Measure U (Taxable)

Fund 1010 - General Purpose Fund

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Museum Improvements	Public Works	1010 - General Purpose Fund	319,268	2026	3	1000 Oak Street
Buildings & Facilities	Museum Improvements	Public Works	1010 - General Purpose Fund	326,930	2027	3	1000 Oak Street
				646,198			

Fund 2215 - Measure F - Vehicle Registration Fee

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Citywide Street Resurfacing	Transportation	2215 - Vehicle Registration Funds	62,765	2026	Citywide	Citywide
Transportation	Transportation Grant Matching	Transportation	2215 - Vehicle Registration Funds	900,000	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2215 - Vehicle Registration Funds	51,720	2027	Citywide	Citywide
				1,014,485			

Fund 2218 - Measure BB - Local Streets & Roads

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Bike Plan Implementation	Transportation	2218 - Measure BB Local Streets & Roads	550,000	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing	Transportation	2218 - Measure BB Local Streets & Roads	9,470,406	2026	Citywide	Citywide
Transportation	Community Transportation Plans & Project Development	Transportation	2218 - Measure BB Local Streets & Roads	750,000	2026	Citywide	Citywide
Transportation	Pedestrian Plan Implementation	Transportation	2218 - Measure BB Local Streets & Roads	250,000	2026	Citywide	Citywide
Transportation	Traffic Safety Program	Transportation	2218 - Measure BB Local Streets & Roads	1,000,000	2026	Citywide	Citywide
Transportation	Community Transportation Plans & Project Development	Transportation	2218 - Measure BB Local Streets & Roads	750,000	2027	Citywide	Citywide
				12,770,406			

Fund 2219 - Measure BB - Bike & Pedestrian

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Citywide Street Resurfacing	Transportation	2219 - Measure BB Bicycle & Pedestrian	186,557	2026	Citywide	Citywide
Transportation	Pedestrian Plan Implementation	Transportation	2219 - Measure BB Bicycle & Pedestrian	300,000	2026	Citywide	Citywide
				486,557			

Fund 2230 - State Gas Tax

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Citywide Street Resurfacing	Transportation	2230 - State Gas Tax	388,313	2026	Citywide	Citywide

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Complete Streets Capital	Transportation	2230 - State Gas Tax	1,888,000	2026	Citywide	Citywide
				2,276,313			

Fund 2232 - Gas Tax RMRA

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Citywide Street Resurfacing	Transportation	2232 - State Gas Tax SBI RMRA	3,131,490	2026	Citywide	Citywide
Transportation	Citywide Street Resurfacing (In-House Materials)	Transportation	2232 - State Gas Tax SBI RMRA	1,500,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2232 - State Gas Tax SBI RMRA	1,000,000	2026	Citywide	Citywide
Transportation	Emergency Roadway Reconstruction	Transportation	2232 - State Gas Tax SBI RMRA	1,000,000	2026	Citywide	Citywide
Transportation	Sidewalk Reconstruction	Transportation	2232 - State Gas Tax SBI RMRA	3,000,000	2026	Citywide	Citywide
Transportation	Speed Bump Program	Transportation	2232 - State Gas Tax SBI RMRA	750,450	2026	Citywide	Citywide
Transportation	Speed Bump Program	Transportation	2232 - State Gas Tax SBI RMRA	726,872	2027	Citywide	Citywide
				11,108,812			

Fund 2244 - Measure Q - Parks & Recreation

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Storm Drainage & Watershed	Beaconsfield Canyon Storm Drain Inlet Replacement & Creek Enhancement	Public Works	2244 - Measure Q	109,375	2026	4	Beaconsfield Canyon Park
Storm Drainage & Watershed	Chelsea Drive at Longcroft Storm Drain Inlet Improvement	Public Works	2244 - Measure Q	190,497	2026	4	SD Inlet on Chelsea Drive at Longcroft Drive
Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	Public Works	2244 - Measure Q	240,198	2026	3	3021 Richmond Blvd.
				540,070			

Fund 2420 - Transportation Impact Fee

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Complete Streets Capital	Transportation	2420 - Transportation Impact Fee	1,912,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	2420 - Transportation Impact Fee	750,000	2026	Citywide	Citywide

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Complete Streets Capital	Transportation	2420 - Transportation Impact Fee	3,470,000	2027	Citywide	Citywide
				6,132,000			

Fund 2421- Capital Improvements Impact Fee Fund

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Storm Drainage & Watershed	Stormwater Capital Improvements	Public Works	2421 - Capital Improvements Impact Fee Fund	1,435,896	2026	Citywide	Various
Storm Drainage & Watershed	Stormwater Capital Improvements	Public Works	2421 - Capital Improvements Impact Fee Fund	2,205,613	2027	Citywide	Various
				3,641,509			

Fund 3100 - Sewer Service Fund

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Sanitary Sewer / Wastewater	Emergency Sewer Repairs	Public Works	3100 - Sewer Service Fund	2,000,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Hotspot Sewer Repair	Public Works	3100 - Sewer Service Fund	3,000,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Root Foaming FY25-27	Public Works	3100 - Sewer Service Fund	600,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	Public Works	3100 - Sewer Service Fund	2,950,000	2026	5	Sausal Creek
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 60-03/07	Public Works	3100 - Sewer Service Fund	4,680,000	2026	2	Rancho San Antonio
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 81-002	Public Works	3100 - Sewer Service Fund	4,070,858	2026	5	High Street and International Blvd.
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	Public Works	3100 - Sewer Service Fund	1,150,000	2026	6	Arroyo Viejo
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-101	Public Works	3100 - Sewer Service Fund	7,390,000	2026	6	Coliseum & Hegenberger
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-102	Public Works	3100 - Sewer Service Fund	6,820,000	2026	6	Coliseum & Hegenberger
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	Public Works	3100 - Sewer Service Fund	1,700,000	2026	7	Webster Street
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-231	Public Works	3100 - Sewer Service Fund	3,575,000	2026	7	Sheffield Village - Marlowe Drive
Sanitary Sewer / Wastewater	Emergency Sewer Repairs	Public Works	3100 - Sewer Service Fund	2,060,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Hotspot Sewer Repair	Public Works	3100 - Sewer Service Fund	3,090,000	2027	Citywide	Various

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Sanitary Sewer / Wastewater	Root Foaming FY25-27	Public Works	3100 - Sewer Service Fund	618,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	Public Works	3100 - Sewer Service Fund	13,600,000	2027	5	Sausal Creek
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 62-02	Public Works	3100 - Sewer Service Fund	1,080,000	2027	5	North Kennedy Tract
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 80-001	Public Works	3100 - Sewer Service Fund	570,000	2027	5	St. Elizabeth
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 81-001	Public Works	3100 - Sewer Service Fund	570,000	2027	5	Fruitvale Station
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 83-201	Public Works	3100 - Sewer Service Fund	370,000	2027	6	Seminary
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	Public Works	3100 - Sewer Service Fund	6,800,000	2027	6	Arroyo Viejo
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-102	Public Works	3100 - Sewer Service Fund	820,000	2027	7	North Stonehurst
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	Public Works	3100 - Sewer Service Fund	6,800,000	2027	7	Webster Street
				74,313,858			

Fund 532X - Measure DD

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Parks & Open Spaces	10th & 12th Street Remediation at Peralta Park	Parks & Recreation	532X - Measure DD	750,000	2026	2	10th & 12th Street
Storm Drainage & Watershed	Glen Echo Creek Restoration	Public Works	532X - Measure DD	485,188	2026	7	Croxtan Avenue & Richmond Blvd.
Parks & Open Spaces	Lake Merritt Channel Trail Improvements	Parks & Recreation	532X - Measure DD	3,250,000	2026	3	Lake Merritt
Parks & Open Spaces	Estuary Park	Parks & Recreation	532X - Measure DD	6,000,000	2027	5	5 Embarcadero
				10,485,188			

Fund 5338 - Measure KK Infrastructure Bonds

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Fire Station 29 & TREC Training Facility	Fire	5338 - Measure KK	12,720,500	2027	6	1016 66th Avenue
				12,720,500			

Fund 5342 - Measure U Affordable Housing & Infrastructure Bonds (Tax Exempt)

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Transportation	Bridge Rehabilitation	Transportation	5342 - Measure U (Tax Exempt)	1,000,000	2026	Citywide	Citywide
Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	3,000,000	2026	5	2535 High Street
Parks & Open Spaces	Caldecott Trailhead Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	2,850,000	2026	4	6900 Broadway
Transportation	Citywide Street Resurfacing	Transportation	5342 - Measure U (Tax Exempt)	50,500,000	2026	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	5342 - Measure U (Tax Exempt)	13,000,000	2026	Citywide	Citywide
Transportation	Curb Ramps	Transportation	5342 - Measure U (Tax Exempt)	9,500,000	2026	Citywide	Citywide
Buildings & Facilities	East Oakland Senior Center Renovation	Human Services	5342 - Measure U (Tax Exempt)	2,000,000	2026	7	9255 Edes Avenue
Transportation	Emergency Roadway Reconstruction	Transportation	5342 - Measure U (Tax Exempt)	3,000,000	2026	Citywide	Citywide
Storm Drainage & Watershed	Empire Road Storm Drain Improvement	Public Works	5342 - Measure U (Tax Exempt)	1,443,750	2026	7	Empire Road between Cairo Rd & Tunis Rd
Storm Drainage & Watershed	High Street Storm Drainage Improvements	Public Works	5342 - Measure U (Tax Exempt)	1,113,281	2026	5 & 6	High Street between Wattling St. and Tidewater Ave
Buildings & Facilities	Museum Collection Center Seismic Improvement	Public Works	5342 - Measure U (Tax Exempt)	1,999,885	2026	3	1000 Oak Street
Buildings & Facilities	Oakland Tool Lending Library at Temescal Library	Library	5342 - Measure U (Tax Exempt)	1,500,000	2026	1	5205 Telegraph Avenue
Parks & Open Spaces	San Antonio Park	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,850,000	2026	2	1701 E19th Street
Transportation	Traffic Signal Capital Program	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2026	Citywide	Citywide
Buildings & Facilities	Arroyo Viejo Center Recreation Master Plan	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,500,000	2027	6	7701 Krause Avenue
Storm Drainage & Watershed	Bernhardt Drive Storm Drainage Improvement	Public Works	5342 - Measure U (Tax Exempt)	2,062,500	2027	7	Bernhardt Dr. from Ghormley Avenue to Union Pacific Railroad
Transportation	Bridge Rehabilitation	Transportation	5342 - Measure U (Tax Exempt)	1,000,000	2027	Citywide	Citywide
Storm Drainage & Watershed	Broken Weirs Replacement - 73rd and International Large Trash Capture Device	Public Works	5342 - Measure U (Tax Exempt)	1,729,021	2027	6	73rd Ave & International Blvd.
Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	2,600,000	2027	5	2535 High Street

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Citywide Facilities Energy & Building Code Compliance Improvements	Public Works	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Citywide Fire Station Energy & Building Code Compliance Improvements	Fire	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Storm Drainage & Watershed	Citywide Storm Drainage Replacement (eg. Joaquin Miller Park Storm Drain, Moraga Ave and Masonic Ave Storm Drain)	Public Works	5342 - Measure U (Tax Exempt)	1,000,000	2027	Citywide	Various
Transportation	Citywide Street Resurfacing	Transportation	5342 - Measure U (Tax Exempt)	52,000,000	2027	Citywide	Citywide
Transportation	Complete Streets Capital	Transportation	5342 - Measure U (Tax Exempt)	12,250,000	2027	Citywide	Citywide
Transportation	Curb Ramps	Transportation	5342 - Measure U (Tax Exempt)	9,500,000	2027	Citywide	Citywide
Transportation	Emergency Roadway Reconstruction	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2027	Citywide	Citywide
Buildings & Facilities	Fire Station 29 & TREC Training Facility	Fire	5342 - Measure U (Tax Exempt)	22,279,500	2027	6	1016 66th Avenue
Buildings & Facilities	Fox Theatre Improvements	Economic Workforce Development	5342 - Measure U (Tax Exempt)	4,600,000	2027	3	1807 Telegraph Avenue
Storm Drainage & Watershed	High Street Storm Drainage Improvements	Public Works	5342 - Measure U (Tax Exempt)	4,687,500	2027	5 & 6	High Street between Wattling St. and Tidewater Ave
Buildings & Facilities	Library Energy Assessments & Upgrades to MLK Jr., Golden Gate, Temescal & Lakeview Branch Libraries	Library	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Malonga Center	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,500,000	2027	3	1428 Alice Street
Storm Drainage & Watershed	Rehab Storm Drain under International Blvd. between 57th and 62nd Avenues	Public Works	5342 - Measure U (Tax Exempt)	351,563	2027	6	Under International Blvd from 57th to 62nd Avenues.
Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	Public Works	5342 - Measure U (Tax Exempt)	4,700,000	2027	3	3021 Richmond Blvd.
Transportation	Safe Routes to Schools	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2027	Citywide	Citywide
Buildings & Facilities	Tassafaronga Recreation Center Upgrades	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,000,000	2027	7	975 85th Avenue
Transportation	Traffic Signal Capital Program	Transportation	5342 - Measure U (Tax Exempt)	1,500,000	2027	Citywide	Citywide
Buildings & Facilities	West Oakland Resilience Hub	Library, Parks & Recreation, Human Services	5342 - Measure U (Tax Exempt)	1,000,000	2027	3	1801 Adeline Street
Buildings & Facilities	Willie Keyes Recreation Center	Parks & Recreation/Library	5342 - Measure U (Tax Exempt)	1,000,000	2027	3	3131 Union Street
				229,517,000			

Fund 5343 - Measure U Affordable Housing & Infrastructure Bonds (Taxable)

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Oakland Ice Center Refrigeration Equipment	Economic Workforce Development	5343 - Measure U (Taxable)	10,000,000	2026	3	519 18th Street
				10,000,000			



Transportation | Adopted FY 2025-27 Capital Improvement Program

OVERVIEW OF PROGRAMS

City of Oakland transportation projects are organized into the **12 CIP Program categories below**. For more information about individual projects, **click on the photos below to visit the respective program page**. Each program page includes details such as project titles, general locations, CIP prioritization scores, and proposed capital budget allocations.

The City of Oakland Department of Transportation manages CIP projects that include street paving and rehabilitation, streetscape projects, sidewalk reconstruction, curb ramp reconstruction, bridge rehabilitation, traffic calming, safe routes to schools, pedestrian safety, bicycle improvements, and traffic signals and operations. These programs aim to address the maintenance backlog of City streets and sidewalks and to improve the safety of all modes of travel, including people walking, biking, driving and taking transit.

Please note that the timeline for implementation of CIP projects is contingent on project feasibility, staff capacity, and funding availability.

Bike & Ped Plan Implementation



Bridge Rehabilitation



Citywide Street Resurfacing



Community Transportation Plans & Project Development



Complete Streets Capital



Curb Ramps



Emergency Roadway Reconstruction



Sidewalk Reconstruction



Safe Routes To Schools / Speed Bumps



Traffic Safety Program



Traffic Signal Capital Program



Transportation Grant Matching



FUNDING SUMMARY BY PROGRAM

The following table summarizes adopted FY 2025-27 CIP funding by transportation program. Note: For information about Buildings & Facilities, Parks & Open Spaces, Sanitary Sewer/Wastewater, and Storm Drainage & Watershed projects, please click [here](#).

Transportation Funded by CIP Program

Project Name	2025-26	2026-27	Total
Citywide Street Resurfacing	63,739,531	52,051,720	115,791,251
Complete Streets Capital	18,550,000	15,720,000	34,270,000
Curb Ramps	9,500,000	9,500,000	19,000,000
Emergency Roadway Reconstruction	4,000,000	1,500,000	5,500,000
Traffic Signal Capital Program	1,500,000	1,500,000	3,000,000
Sidewalk Reconstruction	3,000,000	0	3,000,000
Bridge Rehabilitation	1,000,000	1,000,000	2,000,000
Safe Routes to Schools	0	1,500,000	1,500,000
Community Transportation Plans & Project Development	750,000	750,000	1,500,000
Citywide Street Resurfacing (In-House Materials)	1,500,000	0	1,500,000
Speed Bump Program	750,450	726,872	1,477,322
Traffic Safety Program	1,000,000	0	1,000,000
Transportation Grant Matching	900,000	0	900,000
Bike Plan Implementation	550,000	0	550,000
Pedestrian Plan Implementation	550,000	0	550,000
TOTAL	107,289,981	84,248,592	191,538,573

Transportation Funding Sources

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	78,500,000	79,250,000	157,750,000
2218 - Measure BB Local Streets & Roads	12,020,406	750,000	12,770,406
2232 - State Gas Tax SB1 RMRA	10,381,940	726,872	11,108,812
2420 - Transportation Impact Fee	2,662,000	3,470,000	6,132,000
2230 - State Gas Tax	2,276,313	0	2,276,313
2215 - Vehicle Registration Funds	962,765	51,720	1,014,485
2219 - Measure BB Bicycle & Pedestrian	486,557	0	486,557
TOTAL	107,289,981	84,248,592	191,538,573



Bike and Pedestrian Plan Implementation Program

Transportation | Citywide

PROGRAM OVERVIEW

This program funds planning, evaluation, project development, design, outreach, and construction for implementing the Bicycle Plan, Pedestrian Plan, and Stairs and Paths historic preservation program. Program activities include: (1) pedestrian improvements, bikeways, bicycle parking, and signage and (2) bicycling and walking promotion activities including education classes, encouragement events, and equipment/materials.

Operations and maintenance (O&M) impact: Bicycle and pedestrian infrastructure improvements/amenities under this program may lead to a minimal increase in maintenance costs. Planning and outreach efforts under this program do not impact operations or maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	2026	Total
Pedestrian Plan Implementation	550,000	550,000
Bike Plan Implementation	550,000	550,000
TOTAL	1,100,000	1,100,000

Funding Source(s)

Fund Number	2026	Total
2218 - Measure BB Local Streets & Roads	800,000	800,000
2219 - Measure BB Bicycle & Pedestrian	300,000	300,000
TOTAL	1,100,000	1,100,000

ACTIVE FUNDED PROJECTS



Bicycle Plan Implementation

This program funds project development, design, outreach, and construction of: (1) bikeways; (2) upgrades to existing bikeways; (3) bicycle parking; and (4) installation of signage along Oakland's bikeway network. The project also funds bicycling promotion activities including bicycle safety education classes and equipment, and bicycle encouragement events and materials. This project funds quick-build bikeway improvements that do not require a major capital investment or paving project.

Pedestrian Plan Implementation

This program funds the implementation of Oakland's Pedestrian Plan, including the design and construction of pedestrian safety improvements, planning, evaluation, promotion, and education. Funding may be used for: (1) implementing pedestrian safety improvements; (2) planning, data collection, and community outreach; (3) education, promotion, and event sponsorships; (4) supporting the Paint the Town community street mural program; and (5) updating Oakland's Pedestrian Plan.

Stairs & Paths Program

This program implements repairs and renovations (such as accessibility, lighting, and other safety improvements) to approximately 220 citywide pedestrian stairs and pathways. CIP funds supplement grant funding from the Transportation Development Act (TDA) Article 3.



Bridge Rehabilitation

Transportation | Citywide *(see map below)*

PROGRAM OVERVIEW

This program fulfills rehabilitation recommended by Caltrans Bridge Inspection Reports for 38 City-owned bridges. CIP funds provide local match for bridge seismic retrofit projects, largely funded by the federal Highway Bridge Program. Due to the urgent nature of bridge rehabilitation projects for public safety, projects within this program are considered required work and must be prioritized for funding.

Operations and maintenance (O&M) impact: Bridge rehabilitation work reduces maintenance costs such as repair of deck surface cracks and joints.

ADOPTED 2-YEAR BUDGET

Project Name	2025-26	2026-27	Total
Bridge Rehabilitation	1,000,000	1,000,000	2,000,000
TOTAL	1,000,000	1,000,000	2,000,000

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	1,000,000	1,000,000	2,000,000
TOTAL	1,000,000	1,000,000	2,000,000

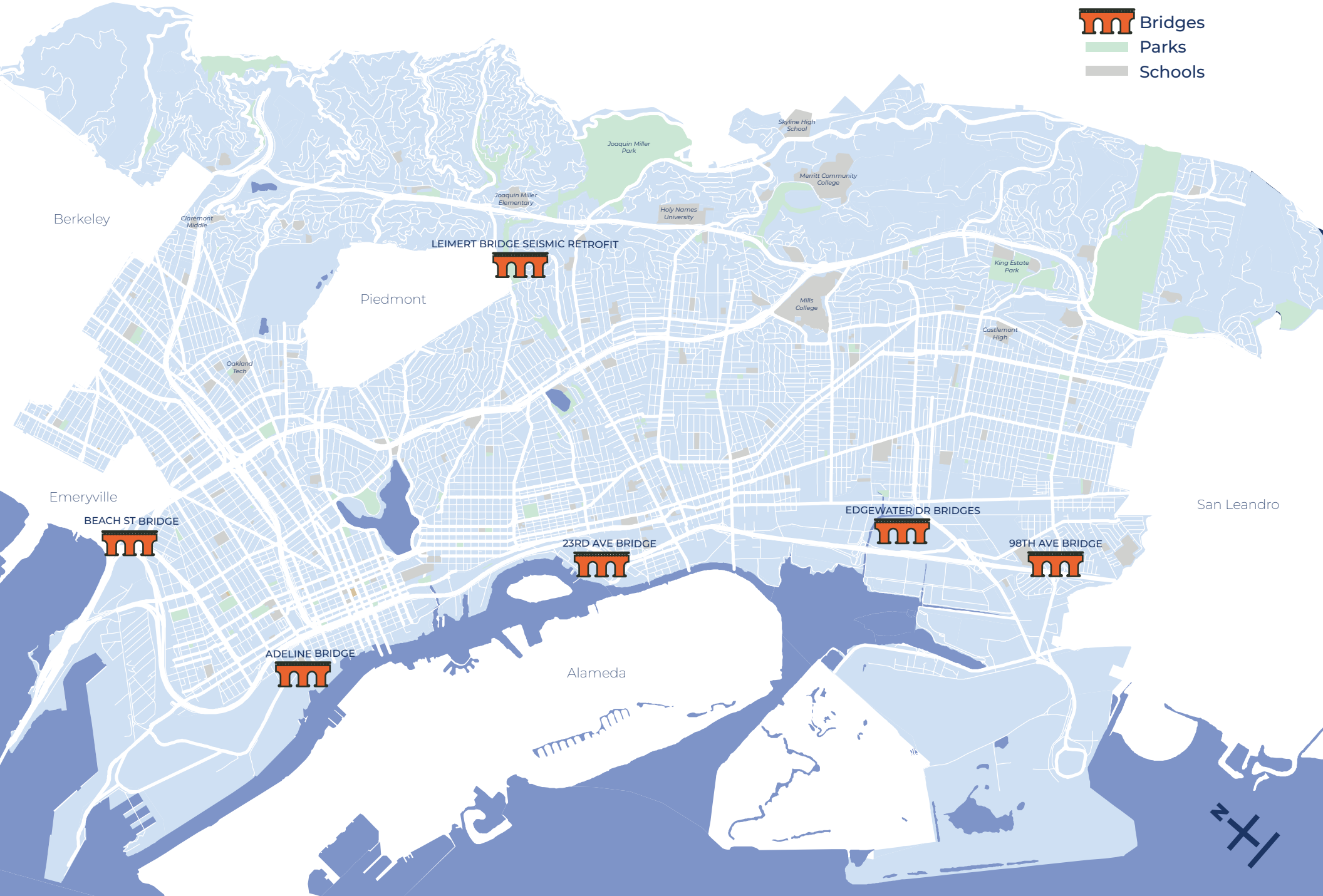
2025-27 Priority Bridge Projects

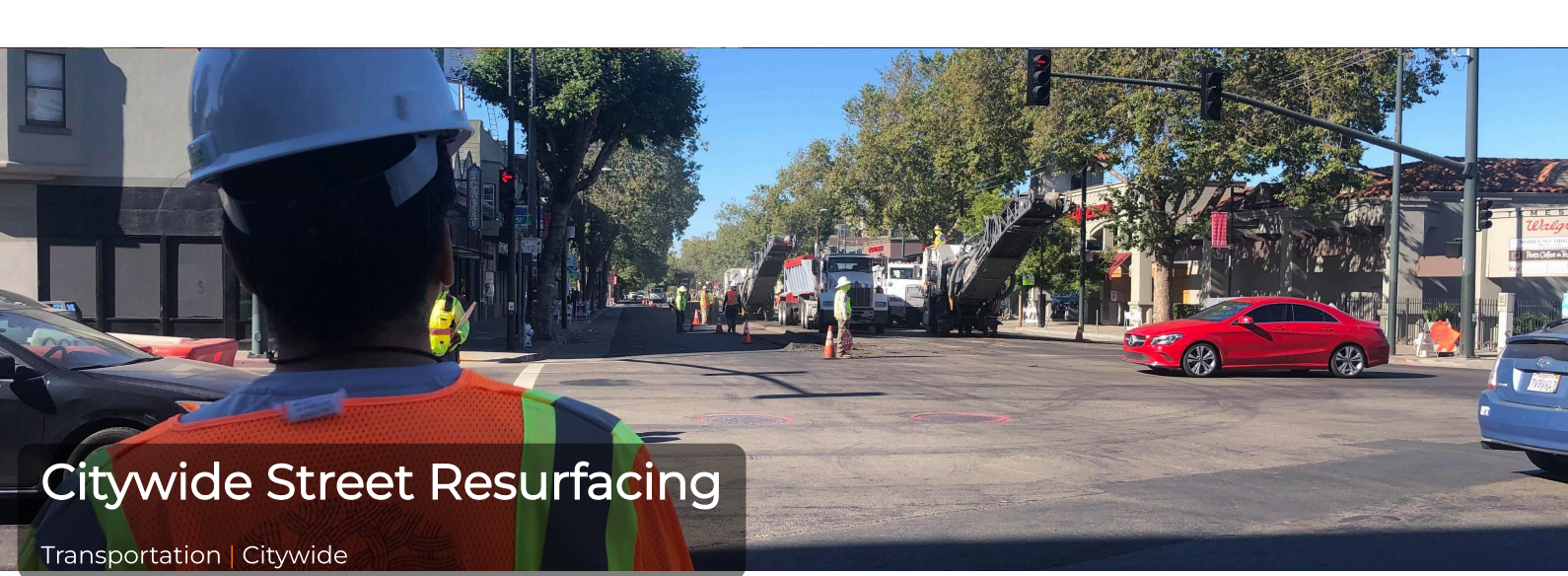


City of
Oakland

Department of
Transportation

-  Bridges
-  Parks
-  Schools





Citywide Street Resurfacing

Transportation | Citywide

PROGRAM OVERVIEW

This program addresses pavement rehabilitation, reconstruction, and preventive maintenance of Oakland's 850 centerline miles of paved roadway. Prioritized street segments follow the 2022 Five-Year Paving Plan adopted by City Council. This work is also coordinated with utility companies through cost-share agreements. As feasible, OakDOT will seek future funding opportunities for the unfunded major street resurfacing priorities listed in Attachment B [here](#).

Please note that the timeline for implementation of paving projects is contingent on staff capacity and funding availability.

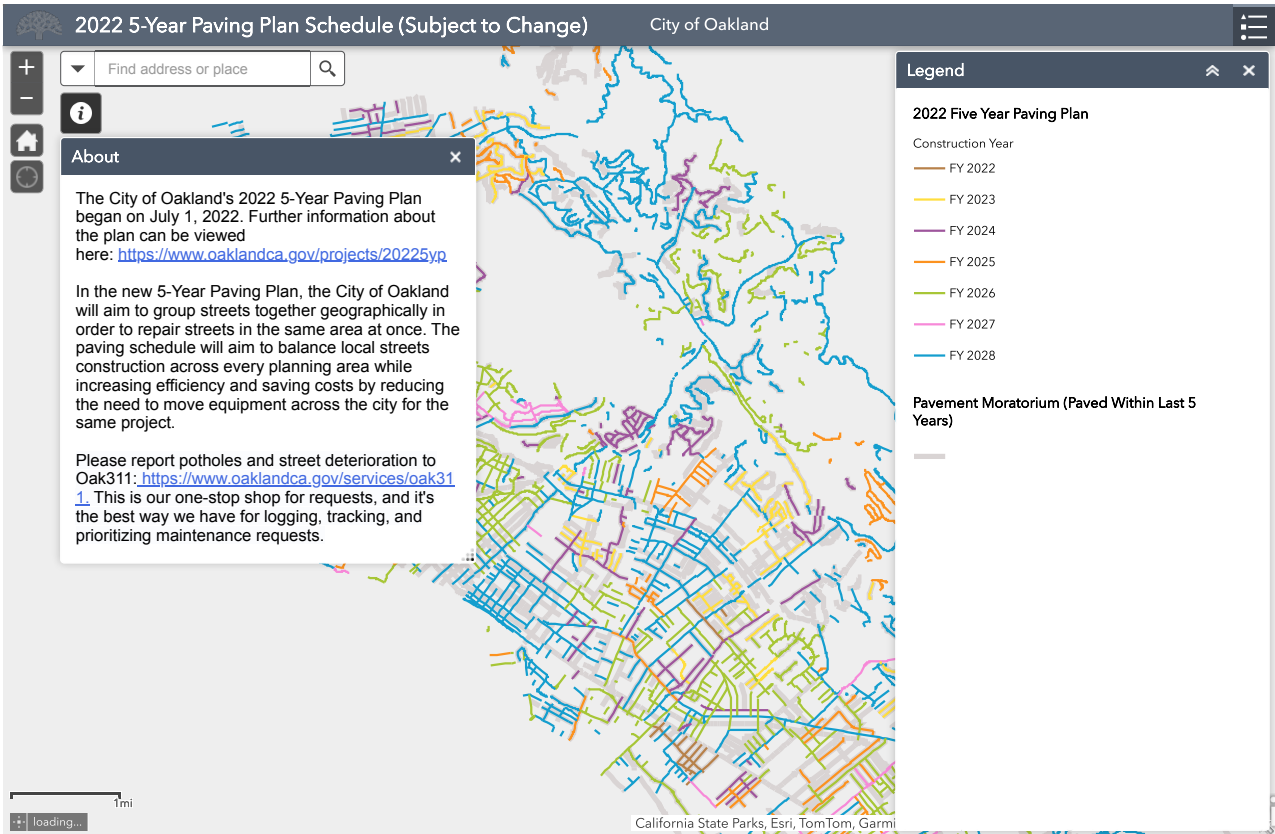
Operations and maintenance (O&M) impact: While repaving streets reduces ongoing costs for short-term maintenance (i.e. filling potholes), to assist with meeting the City's trash load reduction mandate imposed by the San Francisco Bay Regional Water Quality Control Board (Water Board), this program will include the installation of small trash capture devices. This mandate will increase O&M costs significantly.

ADOPTED 2-YEAR BUDGET

Project Name	2025-26	2026-27	Total
Citywide Street Resurfacing	63,739,531	52,051,720	115,791,251
Citywide Street Resurfacing (In-House Materials)	1,500,000	0	1,500,000
TOTAL	65,239,531	52,051,720	117,291,251

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	50,500,000	52,000,000	102,500,000
2218 - Measure BB Local Streets & Roads	9,470,406	0	9,470,406
2232 - State Gas Tax SBI RMRA	4,631,490	0	4,631,490
2230 - State Gas Tax	388,313	0	388,313
2219 - Measure BB Bicycle & Pedestrian	186,557	0	186,557
2215 - Vehicle Registration Funds	62,765	51,720	114,485
TOTAL	65,239,531	52,051,720	117,291,251





Community Transportation Plans & Project Development

Transportation | Citywide

PROGRAM OVERVIEW

This program develops community-fueled planning efforts with strong local partnerships. Through these planning processes, OakDOT aims to build consensus on transportation priorities and develop conceptual designs to support grant applications and implement community-generated projects.

OakDOT's priority projects for this program are listed below with project descriptions and CIP scores reflective of the community's input into the budget process. **Please note that the timeline for implementation of these projects is contingent on project feasibility, staff capacity, and funding availability.**

Operations and maintenance (O&M) impact: *Neutral*. Planning projects under this program do not impact operations or maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	2025-26	2026-27	Total
Community Transportation Plans & Project Development	750,000	750,000	1,500,000
TOTAL	750,000	750,000	1,500,000

Funding Source(s)

Fund Number	2025-26	2026-27	Total
2218 - Measure BB Local Streets & Roads	750,000	750,000	1,500,000
TOTAL	750,000	750,000	1,500,000

ACTIVE FUNDED PROJECTS



Fruitvale Connections

Current Phase: Planning

Plan/design bike route improvements on 38th Avenue between E12th Street and MacArthur Boulevard as well as conduct a traffic study on lower High Street between E12th and Foothill Blvd. This planning study is funded through an MTC (Metropolitan Transportation Commission) grant.

MacArthur – Lakeshore To East Oakland

Current Phase: Planning

This project will engage communities along MacArthur Boulevard to develop multimodal transportation improvements. This is a multi-year, multi-phased project that will involve applying for outside grant funding for construction, and working deeply with all of the communities on this corridor. This planning process includes the LAMMPS design process and the SLOW Laurel planning process.

Oakland TDM And Parking Update Project

Current Phase: Planning

Support compliance with MTC's Transit-Oriented Communities (TOC) Policy Parking Management requirements through: (1) review and analysis of existing off-street parking requirements; (2) review of Oakland's existing TDM policies and requirements for development project conditions of approval; (3) review of OakDOT's TDM plan monitoring process; and (4) community and stakeholder engagement to develop an Ordinance to implement any recommendations.

PRIORITY PROJECTS FOR FUTURE FUNDING

The following projects are unfunded high scoring projects for which OakDOT is actively seeking grants to fund. Additional projects from the CIP Unfunded List will be included as new funding opportunities are identified.



5th Avenue Streetscape

Current Phase: Seeking Grant Funding

Improve pedestrian, bicyclist, and vehicular access to the waterfront/Oakland Estuary shoreline in the 22 block area extending from East 18th Street to the waterfront area along 5th Avenue.

85th Avenue Pedestrian & Bicyclist Path

Current Phase: Seeking Grant Funding

This project is envisioned as a 0.6-mile pedestrian and bicyclist path that will join equity priority communities to upcoming transformational bikeways and the waterfront. 85th Ave will provide the link between waterfront trails, community facilities, and the upcoming East Bay Greenway and Calm East Oakland Streets projects.

9th St Complete Streets In Chinatown

Current Phase: Seeking Grant Funding

9th Street (from Castro St to Fallon St) was identified as a priority in the Chinatown Complete Streets Plan. Initial designs currently propose a lane reduction and added managed loading and parking throughout the corridor. Designs also include widened sidewalks in the Chinatown core from Broadway to Harrison St and protected bike lanes from Harrison to Fallon.

East Oakland Neighborhood Initiative (EONI) Transportation

Current Phase: Project Development

Planning and development of transportation projects and greening improvements recommended in EONI. As individual projects are advanced, they will be included in the CIP as standalone projects. This includes consideration of previous public submissions for Upper 105th Ave Green St Connections, 98th Ave Pedestrian Connections, and Sidewalk for 42nd Ave.

Grand Ave Mobility Plan

Current Phase: Project Development

Project development for the Grand Ave Mobility Plan recommendations at: (1) Mandela Parkway to San Pablo Avenue, (2) San Pablo Avenue to Broadway, (3) Broadway to Harrison Street, (4) Harrison Street to MacArthur Boulevard.

Harrison Complete Streets

Current Phase: Project Development

Harrison St (from 6th St to 14th St) was identified as a priority in the Chinatown Complete Streets Plan. Initial designs currently propose a lane reduction and added managed loading and parking throughout the corridor. Designs also include angled parking in the Chinatown core from 8th to 11th Street and protected bike lanes from 11th Street to 14th Street.

Hegenberger Complete Streets Plan

Current Phase: Seeking Grant Funding

This planning process includes the following objectives: partner with community-based organizations from East Oakland, identify baseline mobility needs on Hegenberger Road, collect existing conditions data and conduct a racial equity impact analysis, and develop up to four design concepts.

San Antonio & Jingtletown Neighborhood Connections Plan

Current Phase: Seeking Grant Funding

Through this planning effort, the City will collaborate with community-based organizations, stakeholder agencies, residents, and businesses in San Antonio and Jingtletown to identify a set of key corridors, facilitate engagement, and collaboratively develop conceptual designs that reflect community priorities.

San Leandro Railroad Crossing Improvements

Current Phase: Project Development

This project aims to upgrade railroad crossings at locations on San Leandro St (parallel to the UPRR freight line) to improve walking/biking connections to Coliseum BART and the future East Bay Greenway. This project may include applying for a Consolidated Rail Infrastructure & Safety Improvements (CRISI) grant.

Transit Action Strategy

Current Phase: Project Development

This program captures future work towards implementing capital improvements identified in the OakDOT's Transit Action Strategy. Project Corridors include: Foothill Boulevard, 40th Street, Telegraph Avenue, MacArthur Boulevard, and Fruitvale Avenue.

Webster Complete Streets

Current Phase: Project Development

Webster St (from 6th St to 14th St) was identified as a priority in the Chinatown Complete Streets Plan. Initial designs currently propose a lane reduction and added managed loading and parking throughout the corridor. Designs also include widened sidewalks in the Chinatown core from 8th to 11th St and protected bike lanes from 11th St to 14th St.

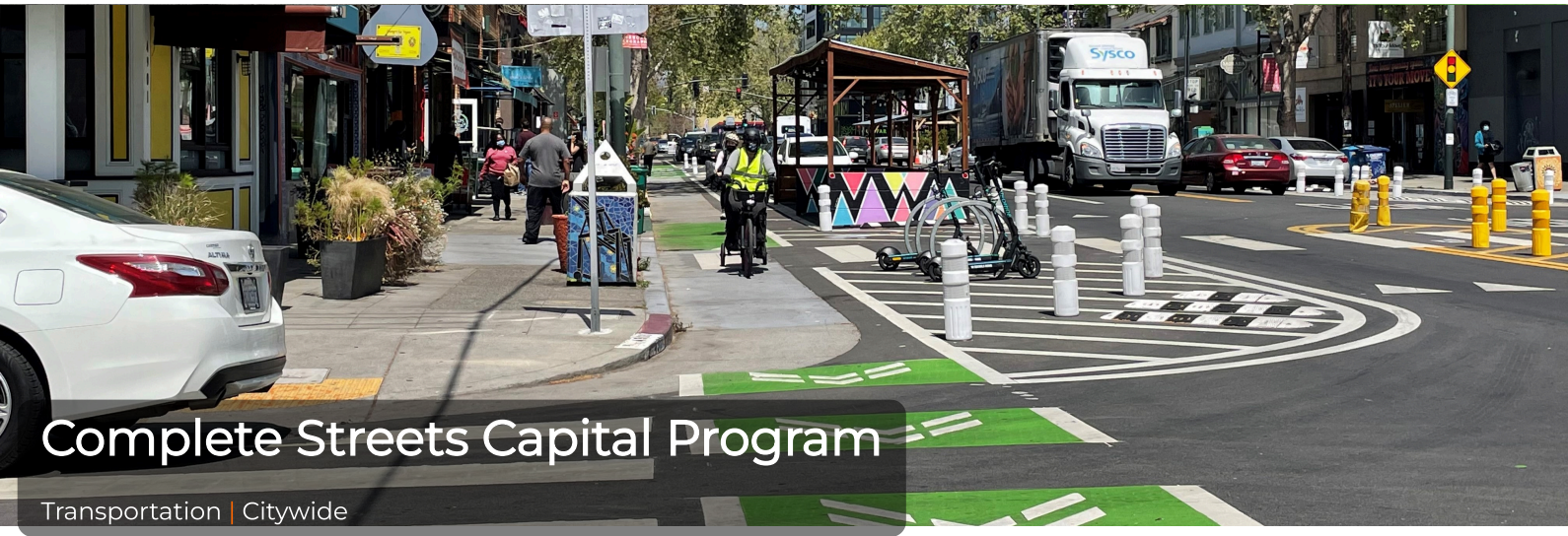
CIP Project Scores

Project	Score
East Oakland Neighborhood Initiative (EONI) Transportation Planning And Greening	100
Harrison Complete Streets	100
Webster Complete Streets	97.5
9th St Complete Streets in Chinatown	96
Fruitvale Connections (Lower High St Complete Streets)	91.5
San Leandro Railroad Crossing Improvements	89
Grand Avenue Mobility Plan	88.5
85th Avenue Pedestrian and Bicyclist Path	87
Hegenberger Complete Streets Plan	86.5
San Antonio and Jingtletown Neighborhood Connections Plan	86.5
Transit Action Strategy	84
Fruitvale Connections (38th Ave Neighborhood Bike Route)	82.5
MacArthur – Lakeshore To East Oakland	75.5
5th Avenue Streetscape	75

REGIONAL PROJECT COORDINATION

OakDOT planning staff also participate in interagency coordination on regional projects involving Oakland. Due to limited capacity, staff resources are prioritized in alignment with the CIP prioritization values. Projects/lead agencies include, but not limited to:

- 3rd St Corridor Streetscape Improvements | Port of Oakland
- 7th St Wood to Bay Gap Closure | Port of Oakland
- Adeline Streetscape | Port of Oakland
- Doolittle Drive Bay Trail | Lead TBD
- East Bay Greenway - Fruitvale to San Leandro Border | Alameda CTC
- East Oakland AB617 | BAAQMD
- Foothill Complete Streets | AC Transit
- I-580 Truck Access Study | Caltrans
- Link21 | BART
- Oakland Alameda Access Project | Alameda CTC
- Oakland Alameda Estuary Bridge | City of Alameda
- San Pablo Corridor Project | Alameda CTC
- Vision I-980 | Caltrans
- West Oakland Link | MTC



Complete Streets Capital Program

Transportation | Citywide

PROGRAM OVERVIEW

This program implements transportation projects that meet complete street standards. It ensures design guidelines and standards are met while providing engineering support for grant applications and transportation project development. CIP funds under this program provide local match for grants (e.g., Active Transportation Program (ATP), Affordable Housing & Sustainable Communities (AHSC), Highway Safety Improvement Program (HSIP), Transportation Fund for Clean Air (TFCA), etc.) from external funding agencies, including but not limited to the Alameda County Transportation Commission (Alameda CTC), Bay Area Rapid Transit District (BART), California Department of Transportation (Caltrans), California State Transportation Agency (CalSTA), California Transportation Commission (CTC), Federal Transit Administration (FTA), Metropolitan Transportation Commission (MTC), Strategic Growth Council (SGC), and U.S. Department of Transportation (USDOT).

OakDOT's priority projects for this program are listed below with project descriptions and CIP scores reflective of the community's input into the budget process. **Please note that the timeline for implementation of these projects is contingent on project feasibility, staff capacity, and funding availability.**

Operations and maintenance (O&M) impact: *Neutral*. While new Complete Streets improvements may increase maintenance costs, extending the useful life of existing assets can decrease maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	2025-26	2026-27	Total
Complete Streets Capital	18,550,000	15,720,000	34,270,000
TOTAL	18,550,000	15,720,000	34,270,000

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	13,000,000	12,250,000	25,250,000
2420 - Transportation Impact Fee	2,662,000	3,470,000	6,132,000
2230 - State Gas Tax	1,888,000	0	1,888,000
2232 - State Gas Tax SBI RMRA	1,000,000	0	1,000,000
TOTAL	18,550,000	15,720,000	34,270,000

ACTIVE FUNDED PROJECTS



14th Avenue Streetscape Phases 1 & 3; Gap Closure

Current Phase: Construction
 Improve safety for all transportation modes through reduction of the travel way from 4 to 2 lanes and addition of buffered bike lanes on both sides of the street. This project will create a bike connection between Foothill Blvd and Highland Hospital. CIP funds supplement a grant from Alameda CTC.

14th Street Safety Project

Current Phase: Construction
 On 14th St between Brush St and Oak St, reduce travel lanes from four to two; add Class IV protected bicycle lanes separated from travel by curbs and parked cars; implement transit boarding islands; install green stormwater infrastructure; and improve pedestrian facilities. CIP funds supplement ATP, TFCA, MTC Quick Strike, and AHSC grant funds.

18th Street Bikeway (AHSC)

Current Phase: Paused*
 Improve bike and pedestrian safety by implementing a road diet, installing Class II and Class III bikeways with high visibility crosswalks and addressing poor road conditions due to abandoned rail tracks in the streets.
 *This project is currently paused until the AHSC-funded affordable housing development secures full financing.

27th Street Complete Streets

Current Phase: Bid Award
 Create a combination of a protected bikeway and buffered bike lane between the already-implemented protected bikeway on Telegraph Avenue Complete Streets Project and the future bikeway on Grand Avenue. The project includes new curb ramps, new pedestrian signal heads, and enhanced cross-walks. CIP funds supplement an AHSC and Alameda CTC grant.

2nd Street Transportation Hub And Bike Gap Closure

Current Phase: Design
 To support the southern terminus of new bus-only lanes on Broadway between Embarcadero & Grand Ave and connect to the Oakland Ferry Terminal, install bus shelters, real-time transit arrival info, pedestrian-scale lighting, landscaping, and wayfinding signage on 2nd St. This project will fill the existing Class II bike lane gap on 2nd St between Harrison and Alice St.

7th Street Connections Project

Current Phase: Design
 Create a safe route for people walking, biking, taking transit, and driving on 7th Street between West Oakland BART and Downtown Oakland on 7th St. Replace broken, cracked, or obstructed sidewalks, install new curb ramps, add pedestrian lighting, shorten crossings at major intersections, and upgrade traffic signals with accessible pedestrian signalization. CIP funds supplement REAP 2.0, federal earmark, CalSTA, and ATP grant funds.

Bancroft Greenway

Current Phase: Design

Reactivate the central median on Bancroft Ave from 73rd St to 106th St, including potentially widening the median and re-landscaping it to accommodate a multi-use bicycle and pedestrian path, while also providing accessible open green space. CIP funds supplement an ATP grant.

Broadway Streetscape Improvements

Current Phase: Design

Construct new bus-only lanes, sidewalks, underpass improvements, signal improvements, and wayfinding to improve connectivity between Downtown & Jack London Square.

Calm East Oakland Streets | East Oakland Neighborhood Bike Routes

Current Phase: Design

Construct six miles of neighborhood bike routes in East Oakland on four corridors, connecting schools, retail, transit and community centers. In alignment with neighborhood-specific projects identified through EONI and requests from the public, this project will also include signage along Black Cultural Zone areas (International Blvd from 79th to 92nd Ave). CIP funds supplement an ATP grant.

Comstock Stair Path

Current Phase: Design

Rehabilitate the existing concrete steps and install ADA compliant handrails along both sides of the path between East 23rd and East 24th Streets, beginning at 14th Ave and ascending to 17th Ave. CIP funds supplement Transportation Development Act (TDA) Article 3 funds.

East 12th Street Bikeway

Current Phase: Design

Complete the remaining gap for a continuous bikeway from downtown Oakland through East Oakland. Install buffered bike lanes, traffic circles and upgraded ADA curb ramps. CIP funds supplement a grant from Alameda CTC.

East Bay Greenway Segment II & Coliseum Connections Bike Lanes

Current Phase: Construction

Complete a shared bicyclist and pedestrian path parallel to San Leandro St from Seminary Ave to 69th Ave and install bike lane striping on San Leandro from 69th Ave to 75th Ave. CIP funds supplement AHSC, FTA, and TFCA grant funding.

Embarcadero West Rail Safety And Access Improvements

Current Phase: Design

Located on Embarcadero West and contiguous block segments, between Adeline Street and Oak Street, the project will deliver complex transportation infrastructure elements to improve safety, strengthen connectivity, and increase access to Oakland's Downtown, West Oakland, the Port of Oakland and the historic waterfront. The project is funded by a Trade Corridor Enhancement Grant from CTC and CalSTA.

Fruitvale Alive! Gap Closure

Current Phase: Construction

Install raised cycle tracks (Class 4) between Alameda Avenue and E.12th Street along Fruitvale Avenue; widen sidewalks and improve pedestrian crossings; add pedestrian scale lighting and landscaped buffers; and remove conflicting vehicular through and slip turn lanes to increase safety. CIP funds supplement an ATP grant.

HSIP 10 14th Street Pedestrian Crossing Improvements And Road Diet

Current Phase: Design

Install Rapid Rectangular Flashing Beacons (RRFBs), left-turn only signal phases, pedestrian countdown heads, and leading pedestrian indicators at 4 intersections on 14th Street with a history of pedestrian collisions. Implement a road diet on 14th St between Mandela Parkway and I-980. CIP funds supplement HSIP grant funds.

HSIP 10 98th Avenue

Current Phase: Design

Install side street signal mast arms, leading pedestrian intervals, flashing beacons pedestrian refuge islands, and left-turn-only phases at pedestrian collision locations on 98th Avenue. CIP funds supplement HSIP grant funds.

HSIP 10 Systemic Improvements

Current Phase: Design

Install Rapid Rectangular Flashing Beacons (RRFBs) and Intersection Lighting at six intersections in the City of Oakland with a history of pedestrian collisions. CIP funds supplement HSIP grant funds.

HSIP 11 90th Avenue

Current Phase: Design

Enhance pedestrian safety and accessibility by adding leading pedestrian intervals, pedestrian countdown signal heads, protected left turns, and other safety upgrades at two major corridor intersections on 90th Ave. CIP funds supplement HSIP grant funds.

HSIP 11 Leading Pedestrian Interval Improvements

Current Phase: Design

Enhance pedestrian safety and accessibility by adding leading pedestrian intervals, longer pedestrian clearance times, pedestrian countdown signal heads, and updates to accessible pedestrian signals within Oakland's priority equity neighborhoods. CIP funds supplement HSIP grant funds.

HSIP 11 Major Crossing Improvements

Current Phase: Design

Enhance pedestrian and bicycle safety by installing Rectangular Rapid Flashing Beacons (RRFBs), refuge islands, and bulb-outs, and install/upgrade crosswalks and curb ramps at non-signalized locations that cross major arterial and collector streets. CIP funds supplement HSIP grant funds.

HSIP 12 Neighborhood Bike Route Major Crossings Safety Improvements

Current Phase: Planning

Install Rectangular Rapid Flashing Beacons (RRFBs), upgraded pedestrian crossings, and raised medians/pedestrian refuge islands at 13 citywide priority locations. CIP funds supplement HSIP grant funds.

HSIP 12 Senior Safety Improvements

Current Phase: Planning

Install a protected left-turn phase, intersection mast-arms, raised median/pedestrian refuge islands, and upgraded pedestrian crossings at four priority locations. CIP funds supplement HSIP grant funds.

I-880/42nd/High Freeway Access Project

Current Phase: Right of Way

Design and construct safety improvements at the intersection of 42nd and High Street, including roadway connection/extension of 42nd Ave; street improvements along High Street; new roadway connection/extension at Jensen St; signal modifications along High Street; and new traffic signal and intersection improvements at Alameda Ave/42nd. CIP funds supplement a grant from Alameda CTC.

Intermodal Terminal Coliseum BART Improvements

Current Phase: Design

Connect streetscape and pedestrian improvements to a major transit village project at the Coliseum BART Station. Improvements include lighting, sidewalk widening, landscaping, and pavement rehabilitation. CIP funds supplement federal earmark funds.

Lakeshore Ave Separated Bike Lanes

Current Phase: Construction

Install a completely separated two-way pathway for people biking on Lakeshore Avenue between El Embarcadero and E18th Street, along with traffic-calming and pedestrian safety improvements

Lakeside Dr/Lake Merritt Blvd Complete Streets Paving Project

Current Phase: Bid Award

Construct a network of protected bike lanes, two-way cycletracks, buffered bike lanes, pedestrian safety upgrades, and transit-only lanes on Lakeside Drive between 14th Street and Madison Street, and on Lake Merritt Blvd between Lakeside Drive and 1st Street/International Blvd. CIP funds supplement grant funds from BART.

Lakeside Family Streets

Current Phase: Construction

Construct a raised median to protect existing two-way cycle track on the eastern side of Harrison between Lakeside and Grand on the south side of Grand between Harrison and Bay Pl, adjacent to Lake Merritt. North of Grand, the project will implement parking protected bikeways delineated by concrete curb medians from Harrison at Grand to Harrison at 27th, along with a protected intersection treatment at Grand/Harrison. CIP funds supplement a One Bay Area Grant (OBAG).

LAMMPS Phase II & Phase III

Current Phase: Design

Building off of the LAMMPS Community Based Transportation Planning process from 2010, this project will construct a Class I off-street walking and biking path, close sidewalk gaps, install lighting, and install bus shelters along MacArthur Blvd between Richards Rd and Camden St and Seminary Ave between Camden St and Sunnymere Blvd. CIP funds supplement AHSC, Alameda CTC, and TFCA grants.

MacArthur Smart City Corridor Phase I

Current Phase: Design

Extend existing Intelligent Transportation System (ITS) network with fiber cable to 62 traffic signals along MacArthur Blvd and adjacent roadways. Improvements will enhance mobility for all modes, including queue jump lanes and transit signal priority for bus; pedestrian, bicycle and vehicle detection for enhanced signal performance; curb ramp & sidewalk for pedestrian accessibility; communications for remote traffic operations, monitoring and signal maintenance. CIP funds supplement a grant from Alameda CTC.

Martin Luther King Jr Way Streetscape Improvements

Current Phase: Design

Construct buffered Class II and/or Class IV bike lanes, install sidewalk improvements and pedestrian amenities; and improve traffic signals to support multimodal connectivity between Downtown Oakland and the waterfront.

OakPARK+

Current Phase: Design

Implement various parking and transportation demand management programs in Oakland including: expanding demand-responsive parking pricing to all metered areas, piloting the installation of parking sensors in high-value metered spaces to efficiently collect occupancy data, implementing all-week retail-friendly metered parking, adding 500 new metered parking spaces, and creating a permanent Universal Basic Mobility Program. CIP funds supplement an MTC grant.

Sobrante Park-To-Brookfield Village Neighborhood Bike Route

Current Phase: Design

This project will implement a neighborhood bike route (NBR) community request. This project envisions a "Wiggle"-style neighborhood bike route, with wayfinding and traffic calming. This NBR would provide access to the several schools west of Edes Ave (Madison Park Academy, Aspire Academy, Brookfield Elementary) and to Patterson Park/Ira Jinkins/East Oakland Sports Center. This NBR would utilize the paving program to provide a route from Brookfield Village to Sobrante Park.

Undercrossing Improvements

Current Phase: Design

Reconnect communities by delivering lighting, wayfinding, and placemaking elements at I-880/Broadway, I-880/Washington, I-880/MLK and I-980/7th

West Oakland Community Action Plan | Transit Access Improvements (WOTI)

Current Phase: Design

Plan, design and implement strategies identified in the West Oakland Community Action Plan, including installation of sidewalk reconstruction and street improvements, urban greening and vegetation, bus stop improvements, and truck management. CIP funds supplement grants from the California Air Resources Board and Alameda CTC.

PRIORITY PROJECTS FOR FUTURE FUNDING

The following projects are unfunded high scoring projects for which OakDOT is actively seeking grants to fund.



73rd Avenue Safe Routes To Transit

Current Phase: Design | Seeking Grants

Provide a safer connection for people walking and biking to Eastmont Transit Center, International BRT, Coliseum BART, and bus stops along 73rd Ave. Enhancements will make it safer to travel along and cross 73rd Ave. Preliminary scope includes upgrading and installing bike lanes, transit boarding islands and pedestrian and bicycle crossings.

7th Street (MLK To Fallon) Paving Improvement Project

Current Phase: Project Development

Augmentation of existing prioritized paving project to deepen community engagement, expand conceptual design, and deliver complex complete streets construction scope.

8th Street Corridor Improvements

Current Phase: Planning | Seeking Grants

Base scope: construct new pedestrian and transit improvements to provide better connectivity between Lake Merritt BART, Chinatown, Downtown. Improve existing sidewalk conditions, daylight intersections, expand accessible passenger loading zones, bus loading at Oak St. Additional scope elements may be considered depending on outcomes of the initial planning phase.

Coliseum BART To Bay Trail (66th Avenue)

Current Phase: Design | Partially Funded

Create a connection from East Oakland to the MLK, Jr. Regional Shoreline for people walking and biking - on 66th Ave between San Leandro St and Oakport St. Provide a direct bicycle connection to the eastern end of the project area at 66th and San Leandro St. CIP funds supplement an Alameda CTC grant for the design phase.

Grand Ave Complete Streets Repaving Project

Current Phase: Design

Grand Ave from Broadway to Elwood Avenue is set to be repaved by the City of Oakland's paving program. This segment of Grand is a vital transit connection for thousands of bus riders every day, a key link in the City's Bikeway Network, and a thriving commercial corridor. This project is also informed by the Grand Ave Mobility Plan. Potential improvements along this corridor include protected bike lanes, pedestrian safety measures, and traffic calming measures.

Franklin (6th To 22nd St) Paving Improvement Cycletrack Project

Current Phase: Design | Seeking Grants

Repurpose one lane of vehicle traffic on Franklin St from 11th St to Broadway to narrow this high-speed roadway, calm traffic, install pedestrian safety improvements, and implement separated bike lanes on Franklin Street between 11th St and 22nd St/Broadway.

Market St Streetscape / Priority HIN Corridor / Paving Coordination

Current Phase: Project Development

Improve safety for all modes on Market St between 3rd St and San Pablo Ave as an augmentation of the existing prioritized paving project. Market St is also a priority corridor on the High Injury Network. South of 18th St, the wide roadway width and lack of driveways are ideal conditions for converting the existing buffered bikeways to separated facilities.

Foothill Complete Streets Project

Current Phase: Project Development

Complete Streets improvements in coordination with the repaving of Foothill Blvd (23rd Ave to Fruitvale and High St to MacArthur)

Martin Luther King Jr Way Complete Streets Project

Current Phase: Design | Seeking Grants

In coordination with the repaving of MLK Jr Way between 47th and 61st St, implement a road diet, parking protected bike lanes, and pedestrian safety improvements

Telegraph Avenue Paving Improvement Project

Current Phase: Design

This project will design and install complete streets improvements on Telegraph Ave from 52nd St to the Berkeley City border, including bus boarding islands and other transit improvements, protected bike lanes, underpass crossing enhancements, parking and loading changes, and pedestrian safety upgrades including new curb ramps.

CIP Project Scores

Project	Score
8th Street Corridor Improvements	91
14th Street Safety Project	88.5
Broadway Streetscape Improvements	87
Franklin (6th to 22nd St) Paving Improvement Cycletrack Project	86.5
Market St Streetscape / Priority HIN Corridor / Paving Coordination	86.5
Sobrante Park-to-Brookfield Village Neighborhood Bike Route	86
Bancroft Greenway	85.5
Martin Luther King Jr Way Complete Streets Project	84.5
Undercrossing Improvements	84
HSIP 11 Projects	82.5
Martin Luther King Jr Way Streetscape Improvements	82.5
18th Street Bikeway (AHSC)	82
7th Street (MLK to Fallon) Paving Improvement Project	81.5
Lakeside Dr/Lake Merritt Blvd Complete Streets Paving Project	80
HSIP 10 14th Street Pedestrian Crossing Improvements And Road Diet	79
West Oakland Community Action Plan Transit Access Improvements (WOTI)	79
Coliseum BART To Bay Trail (66th Avenue)	78.5
HSIP 12 Safe Oakland Streets Neighborhood Bike Route Major Crossings Safety Improvements	78
7th Street Connections Project	77.5
East Bay Greenway Segment II	77.5
14th Avenue Streetscape Phases 1 & 3; Gap Closure	77
I-880/42nd/High Freeway Access Project	77
73rd Avenue Active Routes to Transit	76
Embarcadero West Rail Safety and Access Improvements	75
Grand Avenue Complete Streets Repaving Project	75
Fruitvale Alive! Gap Closure	75
East 12th Street Bikeway	73.5
LAMMPS Phase II	73.5
27th Street Complete Streets	73
Comstock Way Stair Reconstruction	72

Project	Score
Lakeshore Avenue Separated Bike Lanes Project	71.5
Calm East Oakland Streets East Oakland Neighborhood Bike Routes	71
Garfield Elementary Pedestrian Improvements	70
2nd Street Transportation Hub And Bike Gap Closure	69.5
Coliseum Connections Bike Lanes	69.5
Lakeside Family Streets	69
LAMMPS Phase III	69
MacArthur Smart City Corridor 1	68.5
HSIP 12 Safe Oakland Streets Senior Safety Improvements	67.5
Intermodal Terminal Coliseum BART Improvements	66.5
Telegraph Avenue Paving Improvement Project	66
HSIP 10 98th Avenue Crossing Improvements	59
HSIP 10 Systemic Crossing Improvements on Local Streets	45

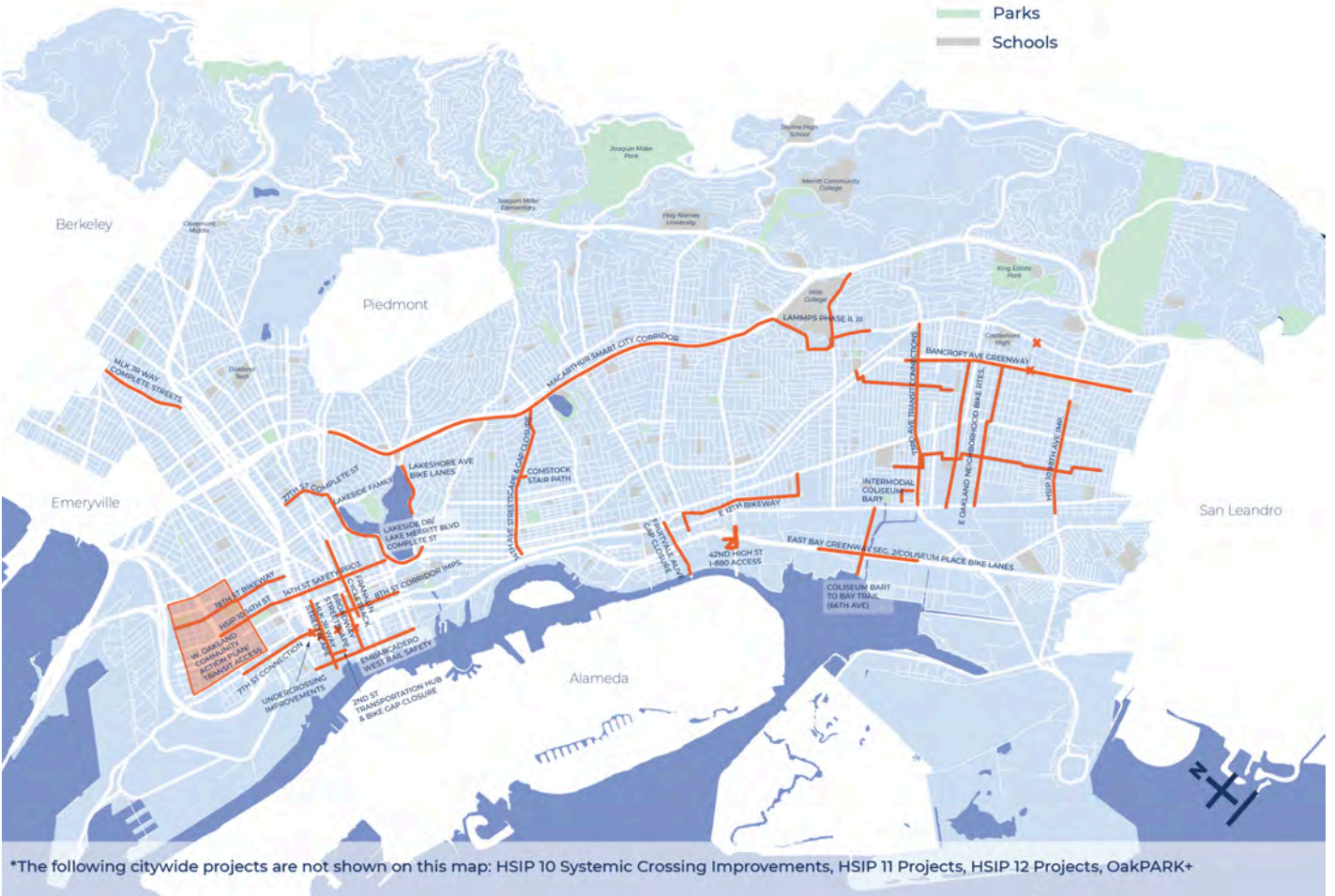
2025-27 Complete Streets Capital Projects



City of Oakland

Department of Transportation

- Projects*
- Parks
- Schools



*The following citywide projects are not shown on this map: HSIP 10 Systemic Crossing Improvements, HSIP 11 Projects, HSIP 12 Projects, OakPARK+

FY 2025-27 Complete Streets Capital Projects



City of
Oakland

Department of
Transportation

- █ Projects*
- █ Parks
- █ Schools



*The following citywide projects are not shown on this map: HSIP 10 Systemic Crossing Improvements, HSIP 11 Projects, HSIP 12 Projects, OakPARK+





Curb Ramps

Transportation | Citywide

PROGRAM OVERVIEW

This program will implement the Council-adopted ADA Curb Ramp Transition Plan and install curb ramps along the designated corridors prioritized in the Council-adopted Sidewalk Prioritization Plan, and in coordination with the disabled parking zone program. Based on the Americans Disability Act (ADA) of 1990, Oakland is under a legal mandate to take proactive steps to improve ADA access in the public way.

Operations and maintenance (O&M) impact: *Neutral*. No additional operating or maintenance impacts identified at this time. This program brings City curb ramps up to current ADA standards.

ADOPTED 2-YEAR BUDGET

Project Name	2025-26	2026-27	Total
Curb Ramps	9,500,000	9,500,000	19,000,000
TOTAL	9,500,000	9,500,000	19,000,000

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	9,500,000	9,500,000	19,000,000
TOTAL	9,500,000	9,500,000	19,000,000



Emergency Roadway Repair

Transportation | Citywide

PROGRAM OVERVIEW

This program provides engineering design services for issues such as stabilizing collapsed roadways, sinkhole rehabilitation, construction of retaining walls, backfill and compaction of landslide areas, and repaving to re-open affected roadways. The program also funds a large contract to resolve storm-related damage. Based on the severity of the storm, this program allows OakDOT to match FEMA funds to complete work in affected locations. This program is required to maintain basic function of city roadways and preserve safety.

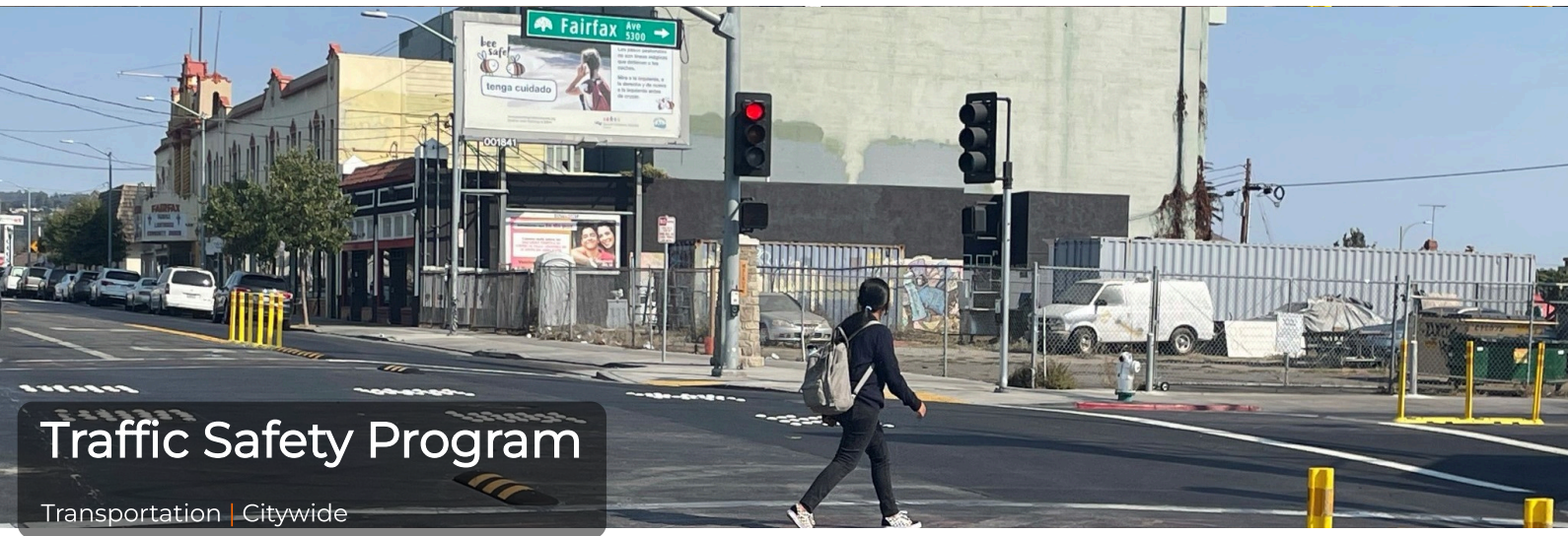
Operations and maintenance (O&M) impact: Emergency repairs may reduce future maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	2025-26	2026-27	Total
Emergency Roadway Reconstruction	4,000,000	1,500,000	5,500,000
TOTAL	4,000,000	1,500,000	5,500,000

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	3,000,000	1,500,000	4,500,000
2232 - State Gas Tax SBI RMRA	1,000,000	0	1,000,000
TOTAL	4,000,000	1,500,000	5,500,000



PROGRAM OVERVIEW

The OakDOT Traffic Safety Request Program works to deliver quick-build and low-cost improvements—typically using traffic signs, pavement markings, and small-scale traffic calming devices—to improve traffic safety by reducing traffic speeds and calming driving behavior. OakDOT receives approximately 1,000 requests each year via 311 to improve traffic safety. Examples of improvements include installing traffic signals, adding a bicycle lane, installing visible crosswalks and yield markings, eliminating left turns, painting curb extensions, and enlarging medians.

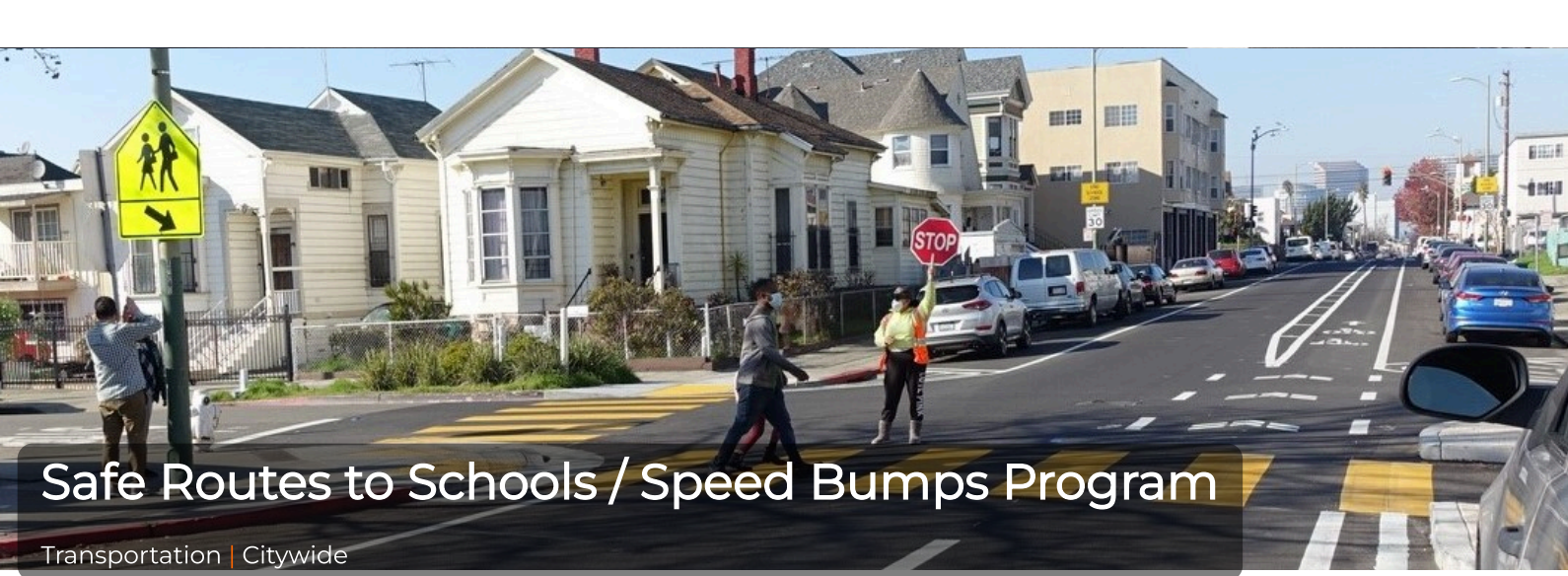
Operations and maintenance (O&M) impact: Program improvements, such as new traffic signals, signage, and painted crosswalks, may lead to minimal increases in operations/maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	2026	Total
Traffic Safety Program	1,000,000	1,000,000
TOTAL	1,000,000	1,000,000

Funding Source(s)

Fund Number	2026	Total
2218 - Measure BB Local Streets & Roads	1,000,000	1,000,000
TOTAL	1,000,000	1,000,000



Safe Routes to Schools / Speed Bumps Program

Transportation | Citywide

PROGRAM OVERVIEW

This program implements tools to calm traffic based on adopted engineering standards and public support. Program activities include collaboration with Alameda CTC and Oakland Unified to identify school safety improvements, speed bump implementation, and community violence prevention. Slower traffic in neighborhoods enhance public safety and overall quality of life. Traffic calming projects will explore adding cultural elements and multilingual signage as feasible.

OakDOT's priority projects for this program are listed below. Please note that the timeline for implementation of these projects is contingent on project feasibility, staff capacity, and funding availability.

Operations and maintenance (O&M) impact: Typical improvements within this program include traffic signs, pavement markings, and small-scale traffic calming devices, all of which may lead to minimal increases in operations/maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	FY2026	FY2027
Budget		
Speed Bump Program	750,450	726,872
Safe Routes to Schools	0	1,500,000
BUDGET	750,450	2,226,872

Funding Source(s)

Fund Number	FY2026	FY2027
Budget		
2232 - State Gas Tax SB1 RMRA	750,450	726,872
5342 - Measure U (Tax Exempt)	0	1,500,000
BUDGET	750,450	2,226,872

ACTIVE FUNDED PROJECTS



Community Safety Program

Current Phase: Operations

This program funds OakDOT's collaboration with other City departments (i.e., Violence Prevention, Police, Fire, and the City Administrator's Office) to address community issues involving elements of social behavior, public health, and street design. Through engineering design, the program aims to tackle issues such as sidseshows, human and drug trafficking, public nuisance, and driver violence. The areas of primary focus are defined by the NEST (Neighborhood Enhanced Service Team) initiative in police beats that experience the highest levels of violence.

Safe Routes To School (SRTS) Program

Current Phase:

Planning/Design/Construction

Deliver roadway safety improvements for K-12 schools in Oakland, with an emphasis on pedestrian and bicycle infrastructure. Recommended measures were developed in partnership with school communities and include bulb-outs, raised crosswalks, traffic circles, curb ramps, protected bike lanes, and rectangular rapid flashing beacons. Projects encompassed by this program will implement recommendations developed through walk audits in partnership with Alameda CTC and Oakland Unified.

Speed Bump Program

Current Phase:

Investigation/Design/Constructior

Install speed bumps citywide annually in response to petitions received from the public. Oakland installs speed bumps on residential streets to encourage motorists to travels at safe speeds. For more info, [please click here.](#)

PRIORITY PROJECTS FOR FUTURE FUNDING

The following projects are unfunded high scoring projects for which OakDOT is actively seeking grants to fund.



Bancroft Pedestrian Crossing Improvements

Current Phase: Not Started
Traffic study of unsignalized intersections on Bancroft between 47th and 67th Ave, exploring opportunities for pedestrian safety improvements.

Elmhurst Traffic Calming

Current Phase: Not Started
Traffic study to plan for traffic calming improvements in the lettered streets (A through G) in the Elmhurst neighborhood.

East Oakland Traffic Calming

Current Phase: Not Started
Traffic study to plan for improvements to calm traffic and address "donuts" at the intersections of Wentworth and Fairfax; Wentworth and 55th Ave; Princeton and Fairfax; and Princeton and 55th Ave.

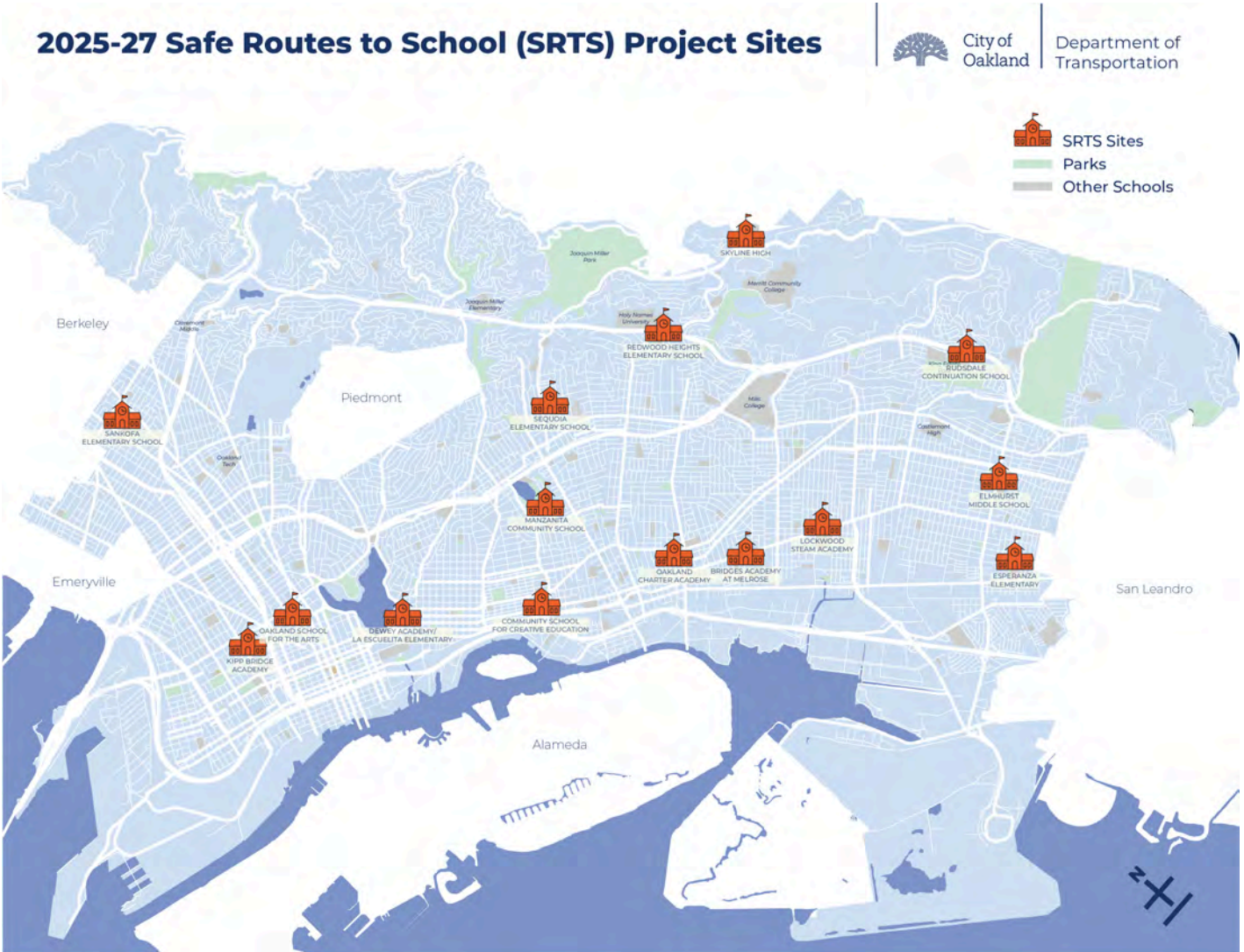
Roosevelt Middle School Traffic Calming

Current Phase: Not Started
Traffic study to plan for improvements around the intersection of 18th Ave and East 20th St across from Roosevelt Middle School.

Sobrante Park Traffic Calming Project

Current Phase: Not Started
This project focuses on streets within Sobrante Park where speed bumps have not been installed due to overlap with AC Transit bus routes. Modified speed bump designs that accommodate buses will be explored that meet AC Transit consent, resident petition, vehicle speed, street width and grade requirements.

Project	Score
Elmhurst Traffic Calming	92
Bancroft Pedestrian Crossing Improvements	89.5
East Oakland Traffic Calming	78.5
Roosevelt Middle School Traffic Calming Island	77
Sobrante Park Traffic Calming Project	77



2025-27 Safe Routes to School (SRTS) Project Sites



City of
Oakland

Department of
Transportation



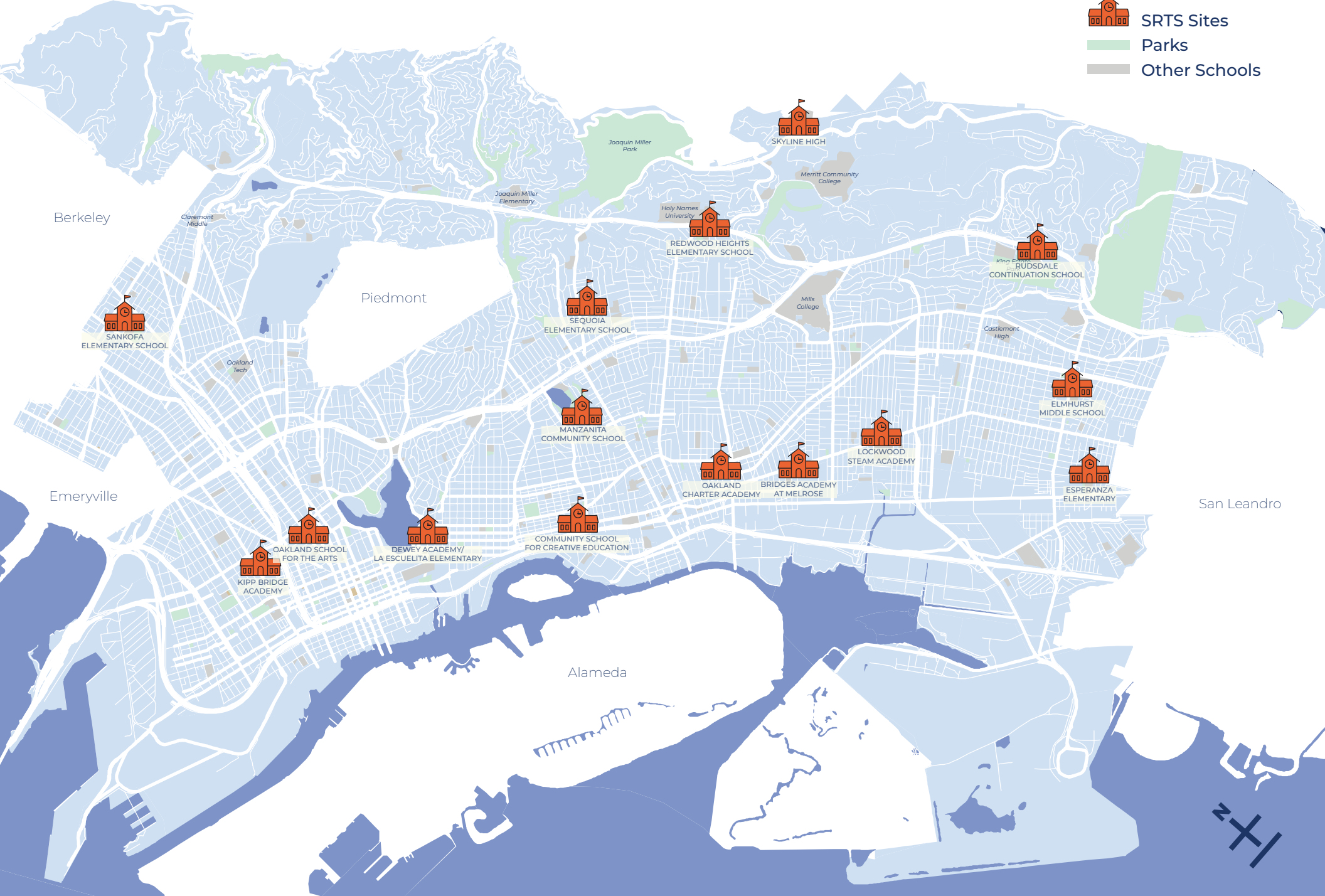
SRTS Sites



Parks



Other Schools





Sidewalk Reconstruction

Transportation | Citywide

PROGRAM OVERVIEW

This program reconstructs official tree-damaged sidewalks, rehabilitates sidewalk damage at City facilities, and facilitates private property sidewalk reconstruction. The Council-adopted Sidewalk Prioritization Plan (2008) establishes a policy framework for prioritizing sidewalk reconstruction along identified transit corridors, addressing residential sidewalks and incorporating a liability reduction program. This program will increase ADA compliance, reduce trip and fall liability, and address sidewalk damage through proactive inspection, rather than relying on reactive responses to resident complaints.

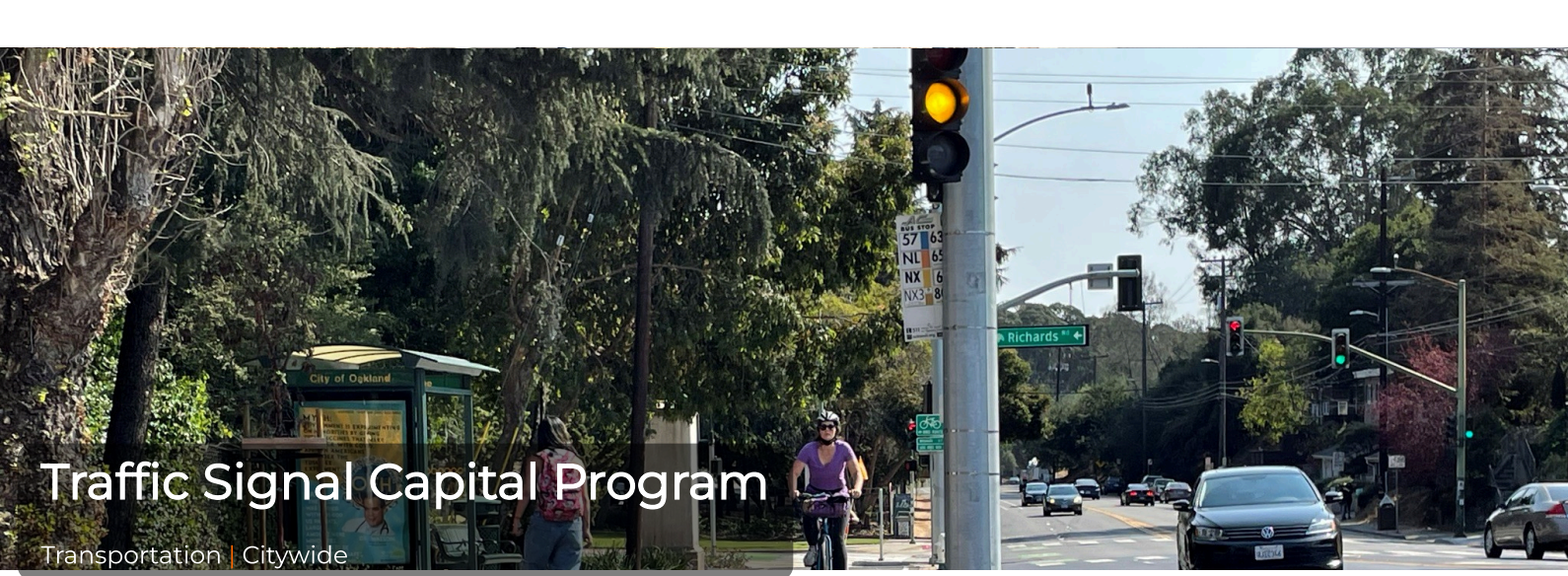
Operations and maintenance (O&M) impact: Program improvements are anticipated to reduce ongoing costs due to the reduction of trip and fall claims as well as reduction of rehabilitation costs associated with drainage issues such as flooding due to uneven gutters

ADOPTED 2-YEAR BUDGET

Project Name	2026	Total
Sidewalk Reconstruction	3,000,000	3,000,000
TOTAL	3,000,000	3,000,000

Funding Source(s)

Fund Number	2026	Total
2232 - State Gas Tax SB1 RMRA	3,000,000	3,000,000
TOTAL	3,000,000	3,000,000



Traffic Signal Capital Program

Transportation | Citywide

PROGRAM OVERVIEW

This program funds various safety, access and mobility projects that include the following:

- 1) Implementation of safety, access and mobility capital projects, including automated speed enforcement
- 2) Traffic signal operation
- 3) Operation and maintenance of the Intelligent Transportation System (ITS)
- 4) Traffic signal upgrades and modernization
- 5) Planning and development of traffic capital projects
- 6) Various responses and investigations for concerns of community members and advocates

Operations and maintenance (O&M) impact: Typical improvements within this program include traffic signal upgrades and modernization, which may lead to a minimal increase in operations/maintenance costs.

ADOPTED 2-YEAR BUDGET

DOT Program - Traffic Signal

Project Name	2025-26	2026-27	Total
Traffic Signal Capital Program	1,500,000	1,500,000	3,000,000
TOTAL	1,500,000	1,500,000	3,000,000

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	1,500,000	1,500,000	3,000,000
TOTAL	1,500,000	1,500,000	3,000,000



Transportation Grant Matching

Transportation | Citywide

PROGRAM OVERVIEW

This program funds local match for grant-funded transportation projects. Local match funding is required for most federal, state, and county transportation grants. This funding source can be used for existing grant funded projects or new grants.

Operations and maintenance (O&M) impact: *Neutral*. While new grant-funded transportation improvements may increase maintenance costs, extending the useful life of existing assets can decrease maintenance costs.

ADOPTED 2-YEAR BUDGET

Project Name	2026	Total
Transportation Grant Matching	900,000	900,000
TOTAL	900,000	900,000

Funding Source(s)

Fund Number	2026	Total
2215 - Vehicle Registration Funds	900,000	900,000
TOTAL	900,000	900,000



Public Works | FY 2025-27 Adopted Capital Improvement Projects

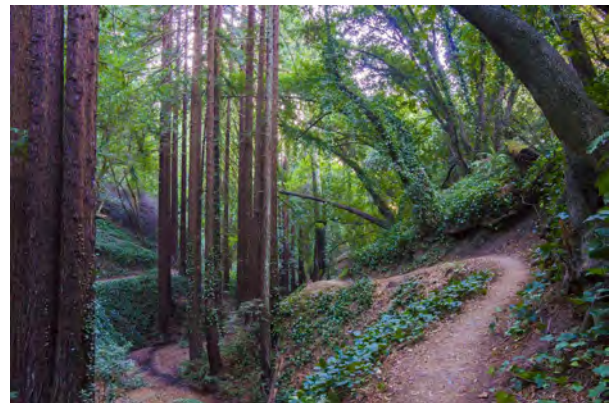
OVERVIEW OF CATEGORIES

City of Oakland Public Works projects are organized into the **4 CIP categories below**. For more information about the projects in the categories, [click on the photos below to visit the respective category page](#). Each category page includes details such as project titles, descriptions, CIP prioritization scores, and proposed capital budget allocations.

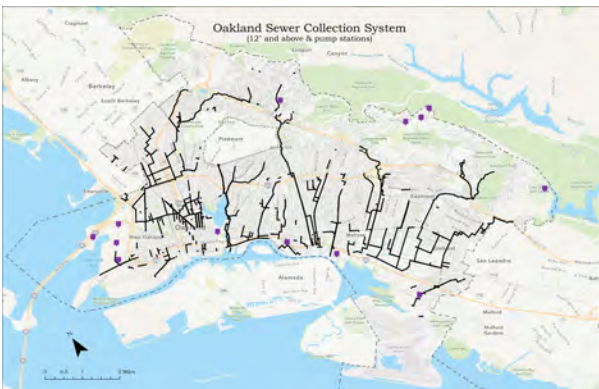
Buildings & Structures



Parks & Open Spaces



Sanitary Sewer & Wastewater



Storm Drainage & Watershed





Buildings & Structures

Public Works | Citywide (see map below)

CATEGORY OVERVIEW

Operations and Maintenance (O&M) Impacts

New Buildings: The overall O&M costs would increase due to the added costs of new staffing to operate and maintain the facility, insurance premiums, property taxes, maintenance/cleaning, repairs and utilities. Energy efficiency measure required in new construction will help reduce the City's operating budget with the reduction in utility costs.

Building Renovations: The overall O&M costs for renovations of an existing facility are anticipated to remain neutral. Normal routine increased costs for staffing, insurance premiums, property taxes and utilities would be offset by reductions in repairs, maintenance, and utility costs for projects that incorporate renewable energy generation and/or building envelope upgrades.

ADOPTED 2-YEAR BUDGET

Project Funding

Category	2025-26	2026-27	Total
Buildings & Facilities	18,819,153	54,526,930	73,346,083
TOTAL	18,819,153	54,526,930	73,346,083

Project Fund Source

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	8,499,885	41,479,500	49,979,385
5338 - Measure KK	0	12,720,500	12,720,500
5343 - Measure U (Taxable)	10,000,000	0	10,000,000
1010 - General Purpose Fund	319,268	326,930	646,198
TOTAL	18,819,153	54,526,930	73,346,083

ADOPTED PRIORITY PROJECT DESCRIPTIONS & SCORES

Arroyo Viejo Center Recreation Master Plan



Project Score: 103

Master Plan entire park and possible expansion or replacement of the existing recreation center, Head start facilities based on facility/department needs.

Brookdale Recreation Center Expansion & Park Improvements



Project Score: 104

Complete site Master Plan for renovation/expansion of existing recreation center and Science Discovery Center and renovation of ballfield/courts/playground. Implement Phase 1 site improvement work.

Citywide Facilities Energy & Building Code Compliance Improvements



Project Score: N/A

Citywide Facilities assessments, identification of critical improvements required to comply with energy & building code, cost estimation and prioritization for implementation.

Citywide Fire Station Energy & Building Code Compliance Improvements



Project Score: N/A

Citywide Fire Station building assessments, identification of critical improvements required to comply with energy & building code, cost estimation and prioritization for implementation. Highest priority improvements will proceed with design, permitting and construction as funding allows, and future funding needs will be identified.

East Oakland Senior Center Renovation



Project Score: 73.2

Demolition and renovation of ground floor spaces including kitchens, lavatories, dining rooms, classrooms, canteen/lounge, hallways and storage areas. Prep kitchens and install new appliances and equipment to improve food safety and food preparation; energy upgrades, lighting wiring controller for areas of improvement and 2 historic exterior light fixtures.

Fire Station #29 (New) & TREC Training Facility



Project Score: 103

Design and construction of a new relocated Fire Station #29.

Fox Theatre Improvements



Project Score: 45.7

Completion of urgent major roof repairs and HVAC system upgrades in the City-owned Fox Oakland Theater.

Library Energy Assessments & Upgrades To MLK Jr., Golden Gate, Temescal & Lakeview Branch Libraries



Project Score: 104

Energy assessments and upgrades to branches to mitigate air quality and meet ECAP.

Malonga Center



Project Score: N/A

Update building systems, including structural and MEP to meet current code compliance, enhance accessibility, renovate existing performance arts spaces to support arts programming, increase exhibit space, provide new signage, and renovate residential units to support full occupancy.

Museum Collection Center Seismic Improvements



Project Score: 21.5

To protect the City's irreplaceable collection and provide a safe and secure environment for the people who work in this building, repairs must be done to at least the most vulnerable truss members, the exterior walls, and their connection to the roof. The Museum has conducted four independent studies from structural engineers to determine the best approach to these repairs. A targeted approach to the joists that carry the most load and are in the worst condition, coupled with reinforcement of the exterior walls with steel columns is necessary to maintain the structural integrity of the building.

Museum Improvements



Project Score: N/A

Fund allocation to perform improvements per Museum's discretion.

Oakland Ice Center Refrigeration Equipment



Project Score: N/A

Design, construct and installation of a complete and independent Tool Lending Library space behind the Temescal Branch Library with associated site work. Units may be prefabricated.

Oakland Tool Lending Library At Temescal Library



Tassafaronga Recreation Center Upgrades



Project Score: 104

Design, construct and installation of a complete and independent Tool Lending Library space behind the Temescal Branch Library with associated site work. Units may be prefabricated.

Project Score: 76.2

Facility improvements to make the site Emergency Respite Center ready. Improvements may include replacing the roof at the gym building, evaluating and upgrades to the existing air condition unit and ventilation system.

West Oakland Resilience Hub



Willie Keyes Recreation Center



Project Score: 103

Study 3 City facilities - WO Library, WO Senior Center and DeFremery to create new West Oakland Hub and complete 35% design.

Project Score: 75.2

Facility improvements to make the site Emergency Respite Center ready. Improvements to existing systems may include electrical, heating, ventilation and air conditioning.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	3,000,000	2026	5	2535 High Street
Buildings & Facilities	East Oakland Senior Center Renovation	Human Services	5342 - Measure U (Tax Exempt)	2,000,000	2026	7	9255 Edes Avenue
Buildings & Facilities	Museum Collection Center Seismic Improvement	Public Works	5342 - Measure U (Tax Exempt)	1,999,885	2026	3	1000 Oak Street
Buildings & Facilities	Museum Improvements	Public Works	1010 - General Purpose Fund	319,268	2026	3	1000 Oak Street
Buildings & Facilities	Oakland Ice Center Refrigeration Equipment	Economic Workforce Development	5343 - Measure U (Taxable)	10,000,000	2026	3	519 18th Street

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Buildings & Facilities	Oakland Tool Lending Library at Temescal Library	Library	5342 - Measure U (Tax Exempt)	1,500,000	2026	1	5205 Telegraph Avenue
Buildings & Facilities	Arroyo Viejo Center Recreation Master Plan	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,500,000	2027	6	7701 Krause Avenue
Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	2,600,000	2027	5	2535 High Street
Buildings & Facilities	Citywide Facilities Energy & Building Code Compliance Improvements	Public Works	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Citywide Fire Station Energy & Building Code Compliance Improvements	Fire	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Fire Station 29 & TREC Training Facility	Fire	5338 - Measure KK	12,720,500	2027	6	1016 66th Avenue
Buildings & Facilities	Fire Station 29 & TREC Training Facility	Fire	5342 - Measure U (Tax Exempt)	22,279,500	2027	6	1016 66th Avenue
Buildings & Facilities	Fox Theatre Improvements	Economic Workforce Development	5342 - Measure U (Tax Exempt)	4,600,000	2027	3	1807 Telegraph Avenue
Buildings & Facilities	Library Energy Assessments & Upgrades to MLK Jr., Golden Gate, Temescal & Lakeview Branch Libraries	Library	5342 - Measure U (Tax Exempt)	2,000,000	2027	Citywide	Various
Buildings & Facilities	Malonga Center	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,500,000	2027	3	1428 Alice Street
Buildings & Facilities	Museum Improvements	Public Works	1010 - General Purpose Fund	326,930	2027	3	1000 Oak Street
Buildings & Facilities	Tassafaronga Recreation Center Upgrades	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,000,000	2027	7	975 85th Avenue
Buildings & Facilities	West Oakland Resilience Hub	Library, Parks & Recreation, Human Services	5342 - Measure U (Tax Exempt)	1,000,000	2027	3	1801 Adeline Street
Buildings & Facilities	Willie Keyes Recreation Center	Parks & Recreation/Library	5342 - Measure U (Tax Exempt)	1,000,000	2027	3	3131 Union Street
				73,346,083			

2025-27 Funded Public Work Projects

Buildings and Parks



City of
Oakland

Public Works
Department



Park Improvement



Building Improvement



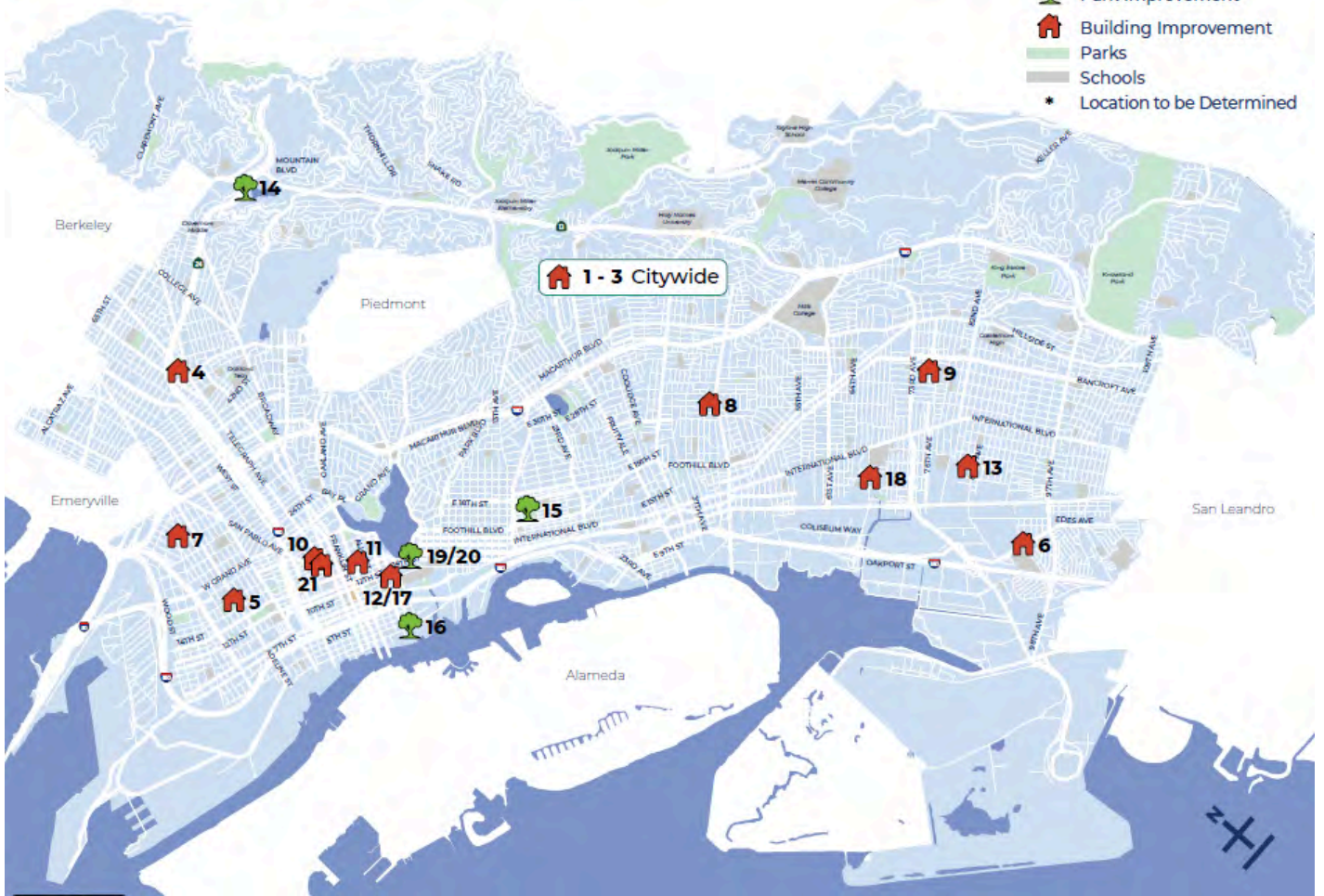
Parks



Schools



Location to be Determined



Legend - Buildings & Structures

Legend	Category	Project Title	Project Number	Location
1	Buildings & Facilities	Citywide Facilities Energy & Building Code Compliance Improvements	1008051	Citywide
2	Buildings & Facilities	Citywide Fire Station Energy & Building Code Compliance Improvements	1008052	Citywide
3	Buildings & Facilities	Library Energy Assessments and Upgrades	1005867	Citywide
4	Buildings & Facilities	Oakland Tool Lending Library	1004983	5205 Telegraph Avenue
5	Buildings & Facilities	West Oakland Resilience Hub	1005872	1801 Adeline Street
6	Buildings & Facilities	East Oakland Senior Center Renovation	1004852	9255 Edes Avenue
7	Buildings & Facilities	Willie Keyes Recreation Center	1005866	3131 Union Street
8	Buildings & Facilities	Brookdale Recreation Center Expansion & Park Improvements	1004849	2535 High Street
9	Buildings & Facilities	Arroyo Viejo Center Recreation Master Plan	1004848	7701 Krause Avenue
10	Buildings & Facilities	Fox Theatre Renovations	1005784	1807 Telegraph Avenue
11	Buildings & Facilities	Malonga Center	1006040	1428 Alice Street
12	Buildings & Facilities	Museum Collection Center Seismic Improvement	1004861	1000 Oak Street
13	Buildings & Facilities	Tassafaronga Recreation Center Upgrades	1005865	975 85th Avenue

Legend	Category	Project Title	Project Number	Location
17	Buildings & Facilities	Museum Improvements	1004222	1000 Oak Street
18	Buildings & Facilities	Fire Station 29	1004854	1016 66th Avenue
21	Buildings & Facilities	Oakland Ice Center Refrigeration Equipment	1000010	519 18th street






2025-27 Funded Public Work Projects

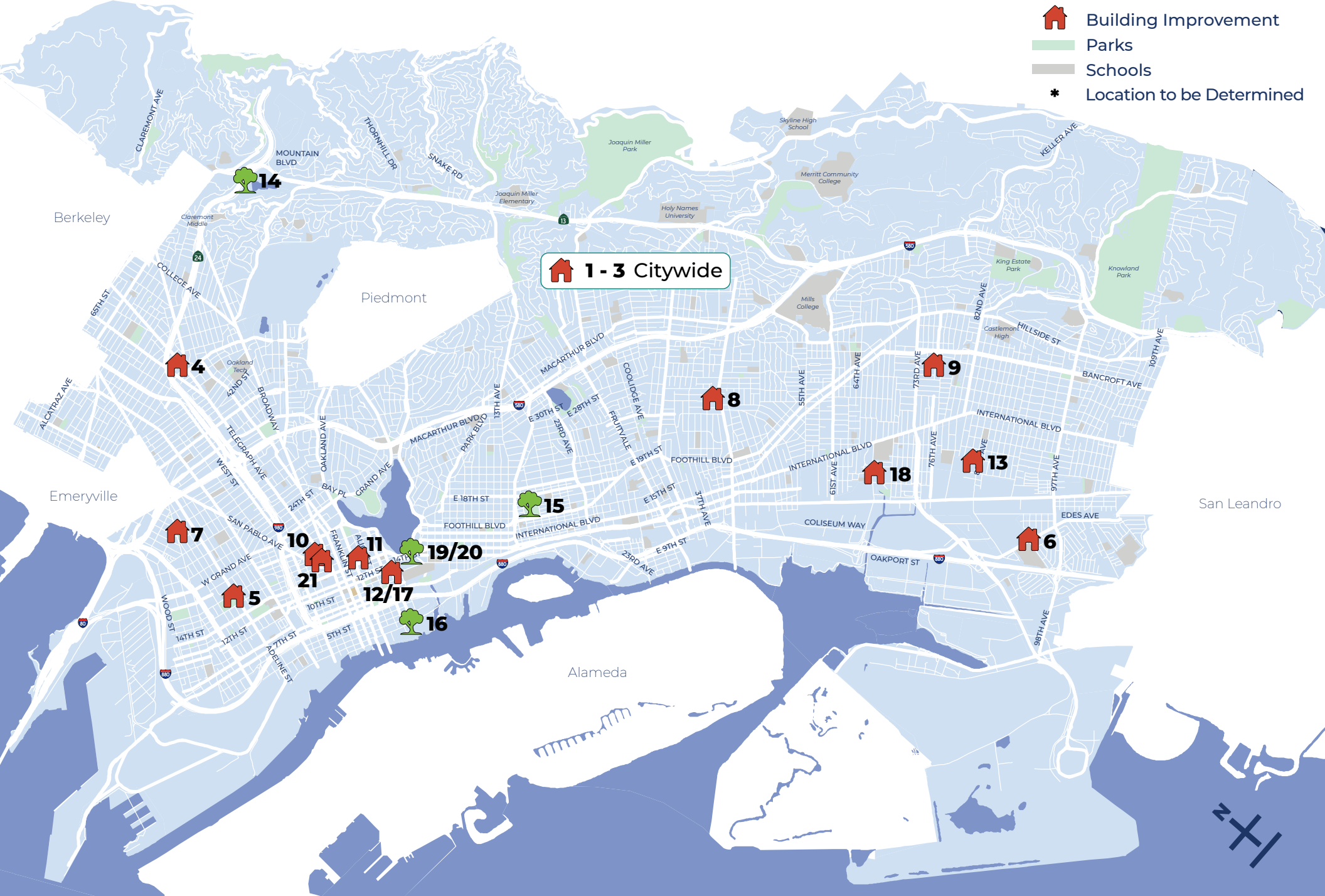
Buildings and Parks



City of
Oakland

Public Works
Department

-  Park Improvement
-  Building Improvement
-  Parks
-  Schools
-  Location to be Determined





Parks & Open Spaces

Public Works | Citywide (see map below)

CATEGORY OVERVIEW

Operations and Maintenance (O&M) Impacts

New Open Spaces: The overall O&M costs for brand-new or expanded park open space (including play areas) would increase due to the added costs of staffing, insurance premiums, property taxes, maintenance/cleaning, equipment, fuel, repairs, utilities.

Open Space Improvements: The overall O&M costs for renovations of an existing park open space (including play areas) are anticipated to remain neutral or decrease. Routine or annual increases in costs for staffing, maintenance/cleaning, insurance premiums, property taxes and utilities would be offset by reductions in repairs, equipment, utility costs for projects that incorporate renewable energy generation.

ADOPTED 2-YEAR BUDGET

Project Funding

Category	2025-26	2026-27	Total
Parks & Open Spaces	8,700,000	6,000,000	14,700,000
TOTAL	8,700,000	6,000,000	14,700,000

Project Fund Source

Funding Source(s)

Fund Number	2025-26	2026-27	Total
532X - Measure DD	4,000,000	6,000,000	10,000,000
5342 - Measure U (Tax Exempt)	4,700,000	0	4,700,000
TOTAL	8,700,000	6,000,000	14,700,000

ADOPTED PRIORITY PROJECT DESCRIPTIONS & SCORES

10th & 12th Street Remediation at Peralta Park



Project Score: N/A

Revegetation/replanting of Peralta Park as required by the environmental regulatory agencies with annual monitoring and reporting for 10 years.

Caldecott Trailhead Improvements



Project Score: N/A

Renovate parking lot and trailhead area.

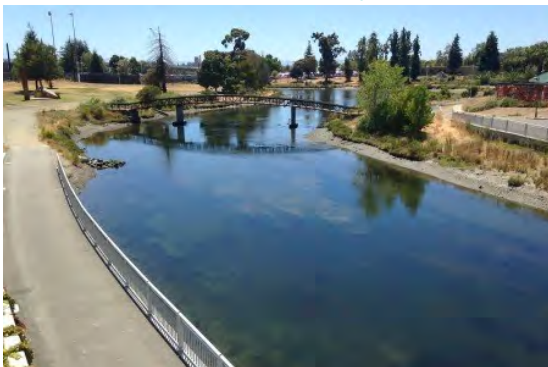
Estuary Park



Project Score: 103

Planning, design and construction of new Park and Bay Trail. Phase 1 renovation of existing park improvements identified in the adopted Estuary Park Master Plan. Phase 1 area may include the shoreline and Bay Trail, and amenities such as picnic areas as funding allows.

Lake Merritt Channel Trail Improvements



Project Score: N/A

Tunnel trail improvements at Lake Merritt channel tide gates. Plant restoration and renovations at the Lake Merritt channel pathway and of the East Estuary pathway.

San Antonio Park



Project Score: 103

Renovation and expansion of the playground as envisioned and prioritized in the approved San Antonio Park Master Plan.

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Parks & Open Spaces	10th & 12th Street Remediation at Peralta Park	Parks & Recreation	532X - Measure DD	750,000	2026	2	10th & 12th Street
Parks & Open Spaces	Caldecott Trailhead Improvements	Parks & Recreation	5342 - Measure U (Tax Exempt)	2,850,000	2026	4	6900 Broadway
Parks & Open Spaces	Lake Merritt Channel Trail Improvements	Parks & Recreation	532X - Measure DD	3,250,000	2026	3	Lake Merritt
Parks & Open Spaces	San Antonio Park	Parks & Recreation	5342 - Measure U (Tax Exempt)	1,850,000	2026	2	1701 E19th Street






Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Parks & Open Spaces	Estuary Park	Parks & Recreation	532X - Measure DD	6,000,000	2027	5	5 Embarcadero
				14,700,000			

2025-27 Funded Public Work Projects Buildings and Parks



City of Oakland

Public Works Department

-  Park Improvement
-  Building Improvement
-  Parks
-  Schools
-  Location to be Determined



Legend - Parks & Open Spaces

Legend	Category	Project Title	Project Number	Location
14	Parks & Open Spaces	Caldecott Trailhead Improvements	1001412	6900 Broadway
15	Parks & Open Spaces	San Antonio Park	1004863	1701 E19th Street
16	Parks & Open Spaces	Estuary Park	1000858	5 Embarcadero
19	Parks & Open Spaces	10th & 12th Street Remediation at Peralta Park	1000693	10th & 12th Street
20	Parks & Open Spaces	Lake Merritt Channel Trail Improvements	1008073	Lake Merritt Channel Tunnel






2025-27 Funded Public Work Projects

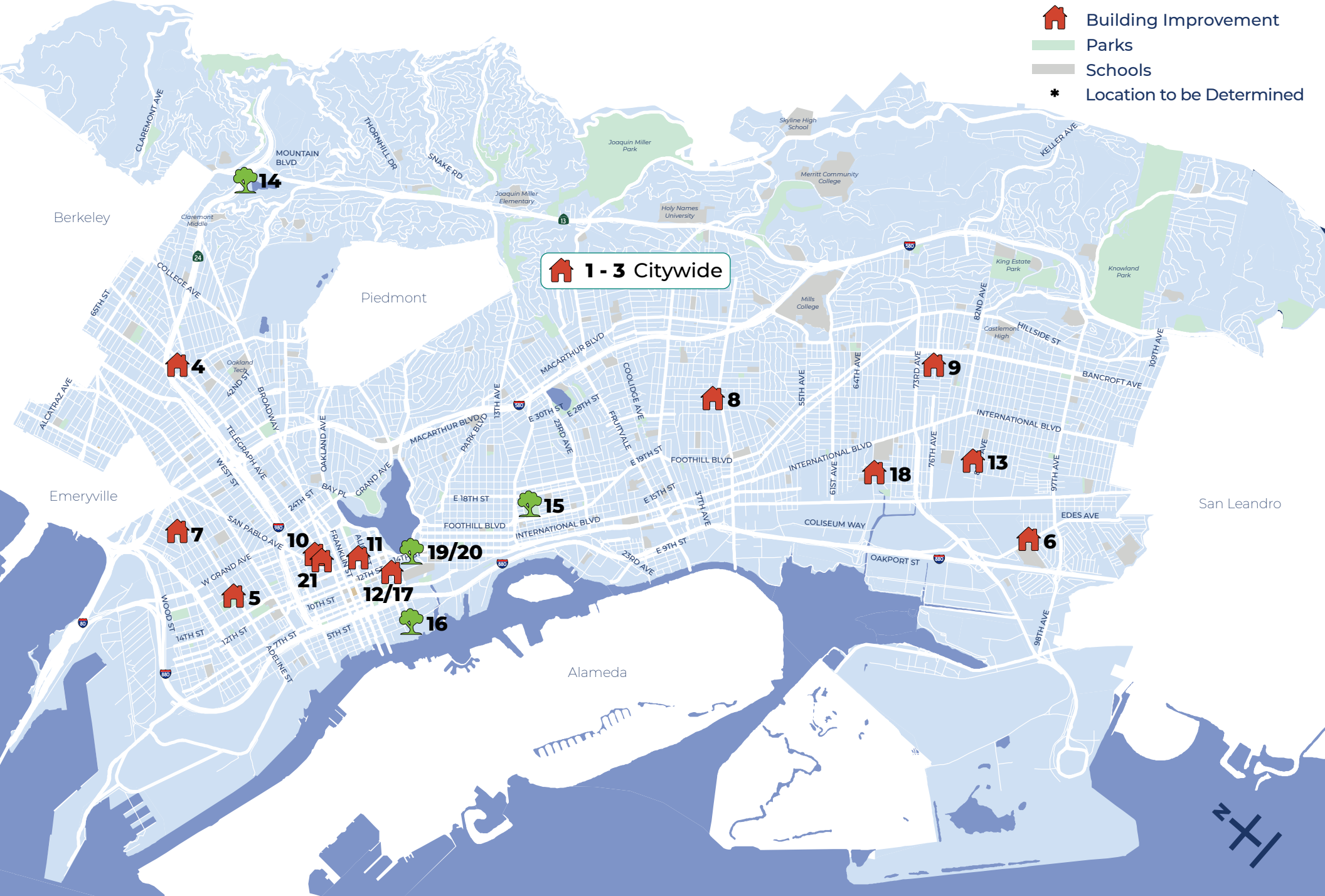
Buildings and Parks

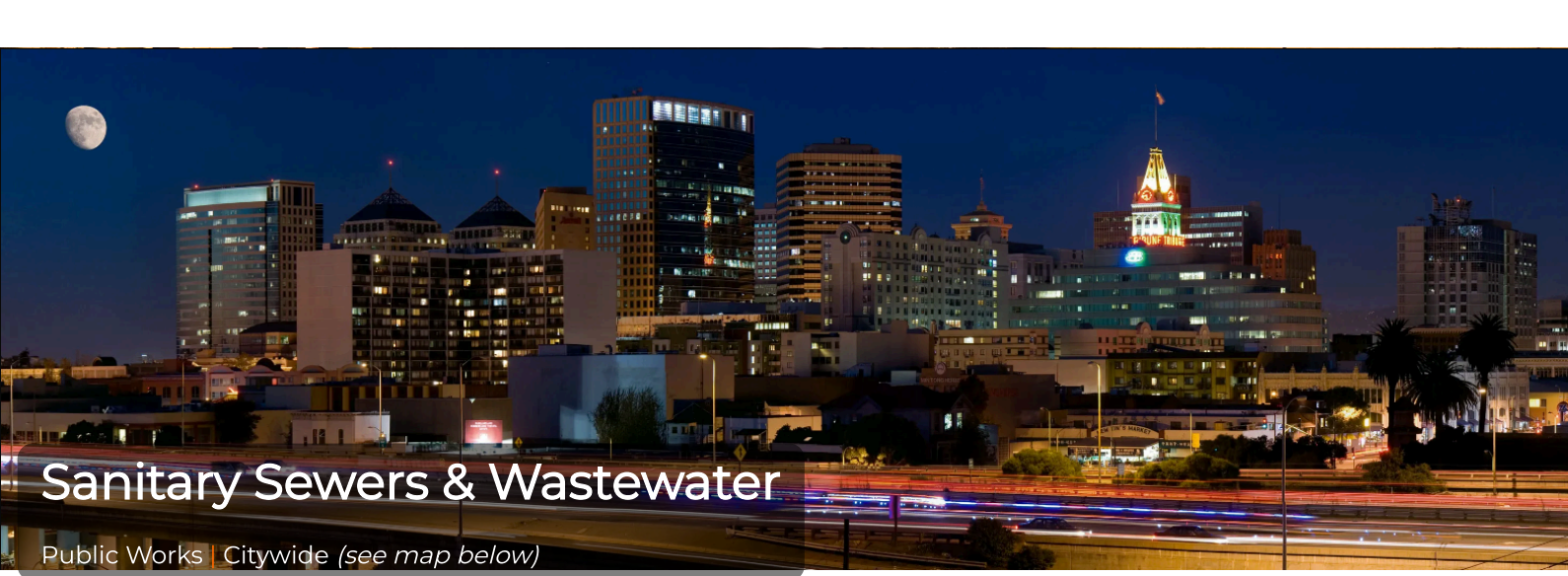


City of
Oakland

Public Works
Department

-  Park Improvement
-  Building Improvement
-  Parks
-  Schools
-  Location to be Determined





Sanitary Sewers & Wastewater

Public Works | Citywide (see map below)

CATEGORY OVERVIEW

Operations and Maintenance (O&M) Impacts

The overall O&M costs for the rehabilitation of the sanitary sewer system are anticipated to be neutral. If installation of the new trash capture devices are included with the rehabilitation, maintenance costs will increase and while the overall repairs for this renovated infrastructure will decrease.

ADOPTED 2-YEAR BUDGET

Project Funding

Category	2025-26	2026-27	Total
Sanitary Sewer / Wastewater	37,935,858	36,378,000	74,313,858
TOTAL	37,935,858	36,378,000	74,313,858

Project Fund Source

Funding Source(s)

Fund Number	2025-26	2026-27	Total
3100 - Sewer Service Fund	37,935,858	36,378,000	74,313,858
TOTAL	37,935,858	36,378,000	74,313,858

ADOPTED PRIORITY PROJECT DESCRIPTIONS & SCORES

Emergency Sewer Repairs



Project Score: N/A

These emergency on-call projects will rehabilitate the sanitary sewer system on an as-needed basis to repair acute defect pipes within one year of identification and other sewer main defects, and infiltration and inflow sources in compliance with the Consent Decree requirement.

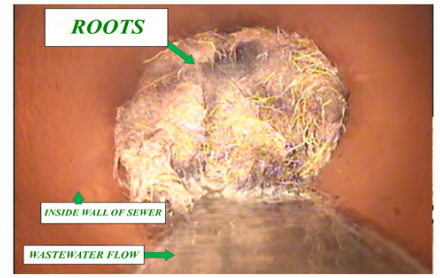
Hotspot Sewer Repair



Project Score: N/A

These emergency on-call projects will rehabilitate the sanitary sewer system on an as-needed basis to repair acute defect pipes within one year of identification and other sewer main defects, and infiltration and inflow sources in compliance with the Consent Decree requirement.

Root Foaming FY25-27



Project Score: N/A

Under the Consent Decree, the City is required to reduce infiltration to the sanitary sewer system and thereby reduce the discharge of untreated sewage into local creeks, lakes, and the Bay. In support of a regional program, this annual program will fund root foaming of selected sewer pipes (TBD) at various locations throughout the City.

Sanitary Sewer Rehabilitation - Sub-Basin 56-02



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 6 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 60-03/17



Project Score: 93

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 2.88 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 62-02



Project Score: 93

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 3.8 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 80-001



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 2 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

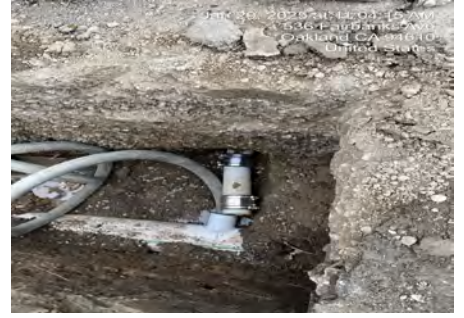
Sanitary Sewer Rehabilitation - Sub-Basin 81-001



Project Score: 93

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 2 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 81-002



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 5.3 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 83-201



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 1.3 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 84-004



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 3 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

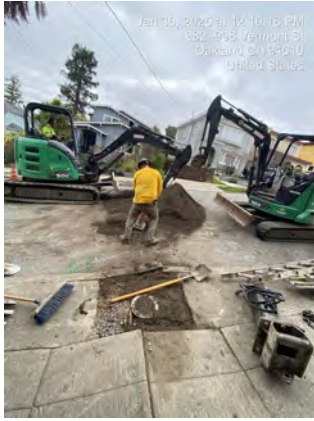
Sanitary Sewer Rehabilitation - Sub-Basin 84-101



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 2.8 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 84-102



Sanitary Sewer Rehabilitation - Sub-Basin 85-102



Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 3.1 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Project Score: 97

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 3.1 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Sanitary Sewer Rehabilitation - Sub-Basin 85-211



Sanitary Sewer Rehabilitation - Sub-Basin 85-231



Project Score: 93

Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 3 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Project Score: 81

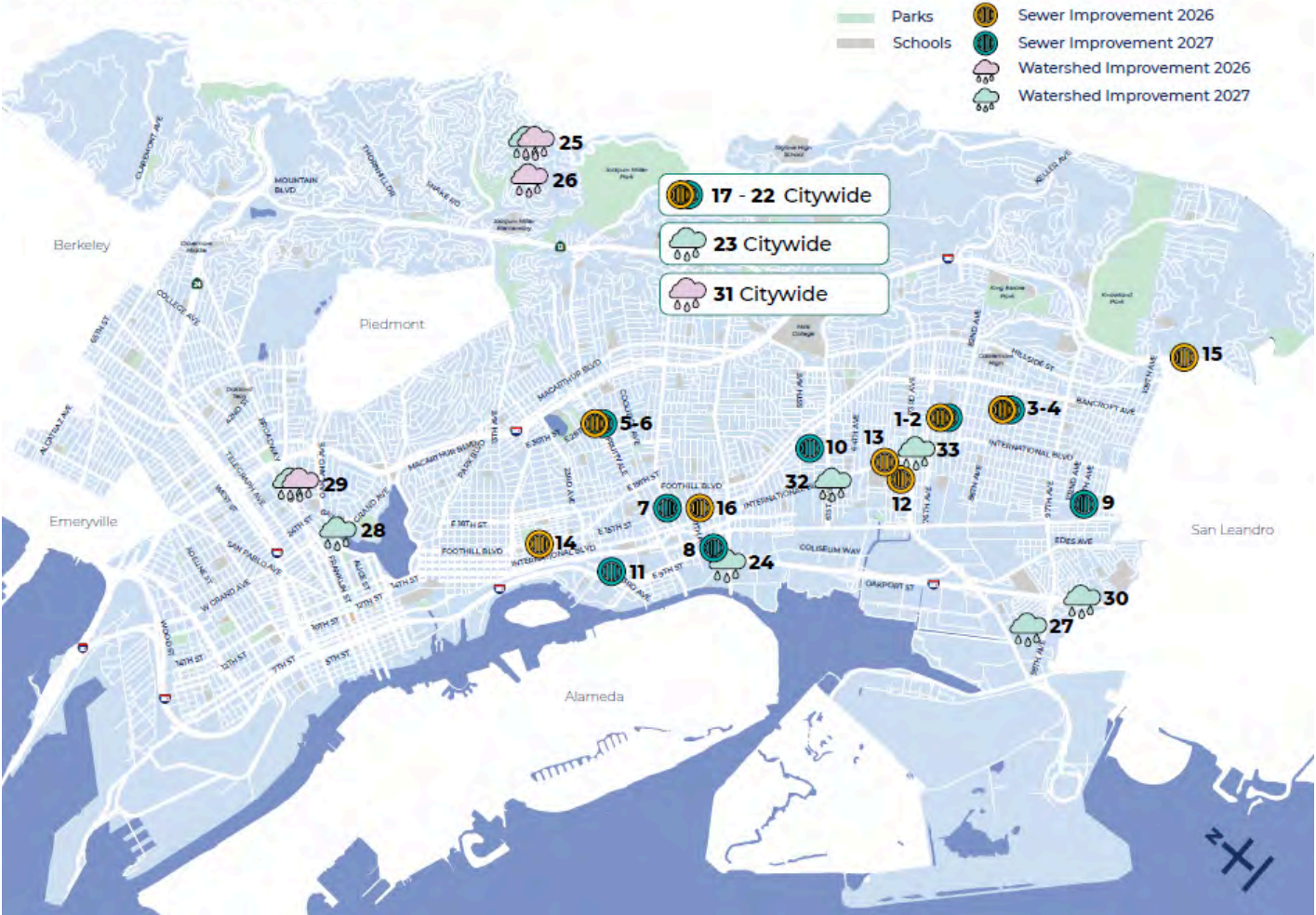
Under the Consent Decree, the City is mandated to rehabilitate 13 miles of the aging sewer collection system annually. The rehabilitation is organized at a sub-basin level, where sewer infrastructures within the sub-basin are substandard and prioritized for improvement. This project will replace/repair 4.6 miles of sewer mains and associated maintenance holes as well as the lower sewer laterals located within right-of-way (ROW).

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
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Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Sanitary Sewer / Wastewater	Emergency Sewer Repairs	Public Works	3100 - Sewer Service Fund	2,000,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Hotspot Sewer Repair	Public Works	3100 - Sewer Service Fund	3,000,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Root Foaming FY25-27	Public Works	3100 - Sewer Service Fund	600,000	2026	Citywide	Various
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	Public Works	3100 - Sewer Service Fund	2,950,000	2026	5	Sausal Creek
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 60-03/07	Public Works	3100 - Sewer Service Fund	4,680,000	2026	2	Rancho San Antonio
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 81-002	Public Works	3100 - Sewer Service Fund	4,070,858	2026	5	High Street and International Blvd.
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	Public Works	3100 - Sewer Service Fund	1,150,000	2026	6	Arroyo Viejo
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-101	Public Works	3100 - Sewer Service Fund	7,390,000	2026	6	Coliseum & Hegenberger
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-102	Public Works	3100 - Sewer Service Fund	6,820,000	2026	6	Coliseum & Hegenberger
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	Public Works	3100 - Sewer Service Fund	1,700,000	2026	7	Webster Street
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-231	Public Works	3100 - Sewer Service Fund	3,575,000	2026	7	Sheffield Village - Marlowe Drive
Sanitary Sewer / Wastewater	Emergency Sewer Repairs	Public Works	3100 - Sewer Service Fund	2,060,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Hotspot Sewer Repair	Public Works	3100 - Sewer Service Fund	3,090,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Root Foaming FY25-27	Public Works	3100 - Sewer Service Fund	618,000	2027	Citywide	Various
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	Public Works	3100 - Sewer Service Fund	13,600,000	2027	5	Sausal Creek
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 62-02	Public Works	3100 - Sewer Service Fund	1,080,000	2027	5	North Kennedy Tract
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 80-001	Public Works	3100 - Sewer Service Fund	570,000	2027	5	St. Elizabeth
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 81-001	Public Works	3100 - Sewer Service Fund	570,000	2027	5	Fruitvale Station
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 83-201	Public Works	3100 - Sewer Service Fund	370,000	2027	6	Seminary
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	Public Works	3100 - Sewer Service Fund	6,800,000	2027	6	Arroyo Viejo

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-102	Public Works	3100 - Sewer Service Fund	820,000	2027	7	North Stonehurst
Sanitary Sewer / Wastewater	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	Public Works	3100 - Sewer Service Fund	6,800,000	2027	7	Webster Street
				74,313,858			

2025-27 Funded Public Work Projects Sewer and Watershed



Legend - Sanitary Sewers & Wastewater

Legend	Category	Project Title	Project Number	Location
1, 2	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 84-004	1007527	Arroyo Viejo
3, 4	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 85-211	1008042	Webster Street
5, 6	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 56-02	1007528	Sausal Creek
7	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 80-001	1008043	St. Elizabeth
8	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 81-001	1008044	Fruitvale Station
9	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 85-102	1008045	North Stonehurst
10	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 83-201	1008046	Seminary

Legend	Category	Project Title	Project Number	Location
11	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 62-02	1008047	North Kennedy Tract
12	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 84-102	1007526	Coliseum & Hegenberger
13	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 84-101	1007529	Coliseum & Hegenberger
14	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 60-03 & 60-07	1007530	Rancho San Antonio
15	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 85-231	1006970	Sheffield Village - Marlowe Drive
16	Sewer	Sanitary Sewer Rehabilitation - Sub-Basin 81-002	1006971	High Street and International Blvd.
17, 18	Sewer	Hotspot Sewer Repair	1008048	Citywide
19, 20	Sewer	Emergency Sewer Repairs	1008049	Citywide
21, 22	Sewer	Root Foaming FY25-27	1008050	Citywide

2025-27 Funded Public Work Projects

Sewer and Watershed



City of
Oakland

Public Works
Department

- Parks
- Schools
- Sewer Improvement 2026
- Sewer Improvement 2027
- Watershed Improvement 2026
- Watershed Improvement 2027



17 - 22 Citywide

23 Citywide

31 Citywide

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Storm Drainage & Watershed

Public Works | Citywide (see map below)

CATEGORY OVERVIEW

Operations and Maintenance (O&M) Impacts

Installation of Small Trash Capture Devices: To assist with meeting the City’s trash load reduction mandate imposed by the San Francisco Bay Regional Water Quality Control Board (Water Board), General Small Trash Capture Project and associated trash capture implementation projects will install approximately 1900 small trash capture devices. This mandate will increase O&M costs significantly. Approximately 10.5 FTE will be needed by Public Works Infrastructure Maintenance Division to maintain these devices. To maintain the approximately 1900 new small trash capture devices, a one-time capital investment of \$3.2 to 4 million is needed for four zero-emissions vehicle Hydro Vactor/flusher trucks to increase the Infrastructure Division's operational efficiency. Additional operational costs will apply. Installing approximately 1900 small trash capture devices will satisfy Water Board requirements triggered by City of Oakland’s FY24-25 Capital Improvement Program, inclusive of OPW and DOT CIP projects and programs, but will not cover the associated and ongoing O&M costs.

Pump Station Repairs: The O&M costs for a new pump station that replaces an existing facility would not change or may decrease due to fewer mechanical and other issues. A new pump station device would also be more energy efficient which would reduce utility costs.

Storm Drainage Pipe Repairs: The O&M costs associated with a repaired storm drainage pipe/culvert and associated infrastructure, such as manholes and inlets, would not change or would decrease due to fewer urgent repairs and maintenance requests caused by deficiencies.

Large Storm Drainage Improvement Projects: This project is designed to alleviate flooding and thus should decrease O&M costs by increasing the capacity of the storm drainage system to handle larger storms and by reducing the number of street and property flooding events that the City would need to respond to.

ADOPTED 2-YEAR BUDGET

Project Funding

Category	2025-26	2026-27	Total
Storm Drainage & Watershed	5,018,185	16,736,197	21,754,382
TOTAL	5,018,185	16,736,197	21,754,382

Project Fund Source

Funding Source(s)

Fund Number	2025-26	2026-27	Total
5342 - Measure U (Tax Exempt)	2,557,031	14,530,584	17,087,615
2421 - Capital Improvements Impact Fee Fund	1,435,896	2,205,613	3,641,509
2244 - Measure Q	540,070	0	540,070
532X - Measure DD	485,188	0	485,188
TOTAL	5,018,185	16,736,197	21,754,382

ADOPTED PRIORITY PROJECT DESCRIPTIONS & SCORES

Beaconsfield Canyon Storm Drain Inlet Replacement



Project Score: N/A

Replace storm drainage and enhance creek to protect infrastructure. Remove hazardous erosion condition at storm drain inlet/manhole in Beaconsfield Canyon Park.

Bernhardt Drive Storm Drain Improvement



Project Score: 71

Drainage improvements near Bernhardt Drive to address flooding as frequent as in a two-year storm. Early conceptual project design includes bypass pipe system from Ghormley Avenue to the Union Pacific Railroad (UPRR) along Bernhardt Drive and then along the UPRR easement southerly. Design includes new outfall structure through which storm water will discharge into San Leandro Creek. Bypass pipe system will travel under the Interstate 880 overpass along the UPRR easement.

Broken Weirs Replacement - 73rd & International Large Capture Trash Device



Project Score: N/A

Bendable weirs at 73rd St./International Blvd. existing large trash capture device are stuck in open position but should collapse downward to allow floodwater flow downstream. Project will excavate, shore, and backfill roadway, modify existing underground concrete structures, and replace weirs. Trash capture device, needed to comply with City's municipal regional stormwater permit, requires partial reconstruction to ensure proper function.

Chelsea Drive at Longcroft Storm Drain Inlet Improvement



Project Score: N/A

Replace storm drainage inlet on Chelsea Dr. at Longcroft to reduce sediment clogging that has caused significant flooding and sedimentation of downstream creek. Two small creeks converge upstream of inlet and overwhelm inlet with sediment during large storms.

Citywide Storm Drainage Replacement



Project Score: N/A

Replace storm drainage infrastructure at various locations Citywide. City assessing list of proposed projects and prioritizing based on risk, equity, and technical criteria. Projects near/in creeks require environmental permits.

Empire Road Storm Drain Improvement



Project Score: 67

Drainage Improvements near Empire Road to address flooding as frequent as in a two-year storm. Early conceptual project design includes a bypass (dual 18" storm drain pipe system) along Cairo Road that works with the existing storm drainage system to collect and divert flows westward into channelized waterway. Would require dredging 700 feet channel south of Cairo Road to form a deeper trapezoidal channel. Alternative will require routine vegetation clearing to maintain channel capacity.

Glen Echo Creek Restoration



Project Score: 76

The project will restore three creek sections that flow above-ground through Oak Glen Park and a downstream portion of city-owned land. The creek runs parallel to Richmond Boulevard between MacArthur Boulevard and Frisbee St and then continues downstream to 29th. The restoration project will stabilize and repair steep and eroding creek banks to protect property and public roadways, reduce flood risk, and improve water quality. The project will also restore native riparian vegetation to create habitat and incorporate park enhancements designed to connect the community to the creek in a visually appealing way to improve recreation and education opportunities and reduce illegal dumping .

High Street Storm Drainage Improvements



Project Score: N/A

High Street between Wattling and Tidewater Avenue - Improve storm drainage system to prevent flooding and improve effectiveness of downstream trash capture device.

Rehab Of International Blvd. Storm Drain Culvert



Project Score: 63

Urgent repair of significantly deteriorated storm drainage culvert under International Boulevard between 55th and 62nd Avenues. More than 75% of the culvert is in poor to severe condition.

Richmond Blvd. Stormwater Culvert Repair



Stormwater Capital Improvements



Project Score: 67

Urgent stormwater infrastructure repair. Structurally deteriorated 110-foot reinforced City-owned concrete box culvert section is located on a private residential property. A 52-foot unreinforced arched culvert section in poor condition crosses Richmond Boulevard and discharges into Glen Echo Creek.

Project Score: N/A

Replace storm drainage infrastructure at various locations Citywide. City assessing list of proposed projects and prioritizing based on risk, equity, and technical criteria. Projects near/in creeks require environmental permits.

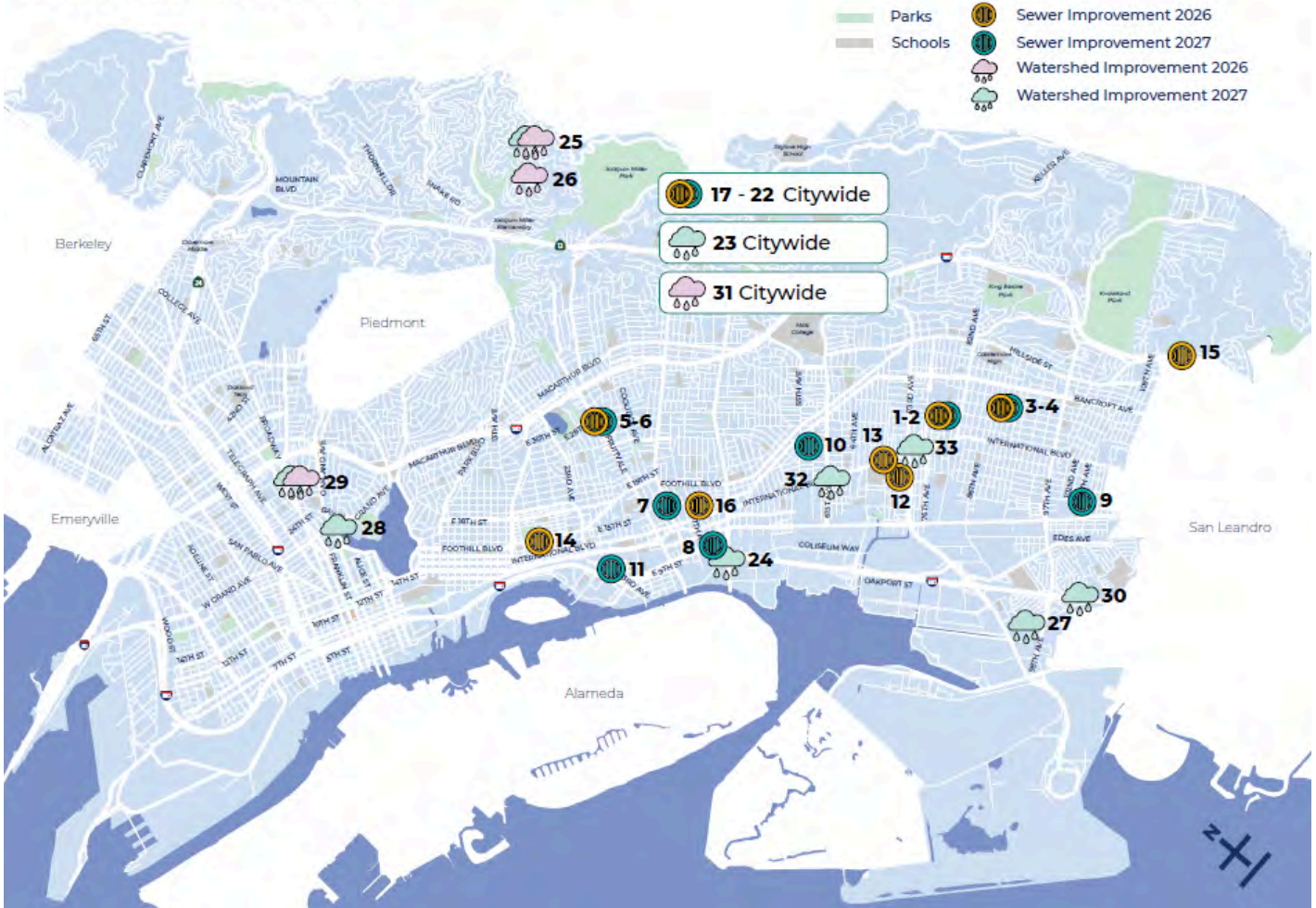
Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Storm Drainage & Watershed	Beaconsfield Canyon Storm Drain Inlet Replacement & Creek Enhancement	Public Works	2244 - Measure Q	109,375	2026	4	Beaconsfield Canyon Park
Storm Drainage & Watershed	Bernhardt Drive Storm Drainage Improvement	Public Works	5342 - Measure U (Tax Exempt)	2,062,500	2027	7	Bernhardt Dr. from Ghormley Avenue to Union Pacific Railroad
Storm Drainage & Watershed	Broken Weirs Replacement - 73rd and International Large Trash Capture Device	Public Works	5342 - Measure U (Tax Exempt)	1,729,021	2027	6	73rd Ave & International Blvd.
Storm Drainage & Watershed	Chelsea Drive at Longcroft Storm Drain Inlet Improvement	Public Works	2244 - Measure Q	190,497	2026	4	SD Inlet on Chelsea Drive at Longcroft Drive
Storm Drainage & Watershed	Citywide Storm Drainage Replacement (eg. Joaquin Miller Park Storm Drain, Moraga Ave and Masonic Ave Storm Drain)	Public Works	5342 - Measure U (Tax Exempt)	1,000,000	2027	Citywide	Various
Storm Drainage & Watershed	Empire Road Storm Drain Improvement	Public Works	5342 - Measure U (Tax Exempt)	1,443,750	2026	7	Empire Road between Cairo Rd & Tunis Rd
Storm Drainage & Watershed	Glen Echo Creek Restoration	Public Works	532X - Measure DD	485,188	2026	7	Croxtan Avenue & Richmond Blvd.
Storm Drainage & Watershed	High Street Storm Drainage Improvements	Public Works	5342 - Measure U (Tax Exempt)	1,113,281	2026	5 & 6	High Street between Wattling St. and Tidewater Ave

Category	Project Name	Department	Fund Number	Budget	Fiscal Year	Council District	Location
Storm Drainage & Watershed	High Street Storm Drainage Improvements	Public Works	5342 - Measure U (Tax Exempt)	4,687,500	2027	5 & 6	High Street between Wattling St. and Tidewater Ave
Storm Drainage & Watershed	Rehab Storm Drain under International Blvd. between 57th and 62nd Avenues	Public Works	5342 - Measure U (Tax Exempt)	351,563	2027	6	Under International Blvd from 57th to 62nd Avenues.
Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	Public Works	2244 - Measure Q	240,198	2026	3	3021 Richmond Blvd.
Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	Public Works	5342 - Measure U (Tax Exempt)	4,700,000	2027	3	3021 Richmond Blvd.
Storm Drainage & Watershed	Stormwater Capital Improvements	Public Works	2421 - Capital Improvements Impact Fee Fund	1,435,896	2026	Citywide	Various
Storm Drainage & Watershed	Stormwater Capital Improvements	Public Works	2421 - Capital Improvements Impact Fee Fund	2,205,613	2027	Citywide	Various
				21,754,382			

2025-27 Funded Public Work Projects Sewer and Watershed



City of Oakland | Public Works Department



Legend - Storm Drainage & Watershed

Legend	Category	Project Title	Project Number	Location
23	Storm Drainage & Watershed	Citywide Storm Drainage Replacement/Stormwater Capital Improvements	1008053	Citywide
24	Storm Drainage & Watershed	High Street Storm Drainage Improvements	1008055	High Street between Wattling St. and Tidewater Ave

Legend	Category	Project Title	Project Number	Location
25	Storm Drainage & Watershed	Chelsea Drive at Longcroft Storm Drain Inlet Improvement	1007235	Inlet on Chelsea Drive at Longcroft Drive
26	Storm Drainage & Watershed	Beaconsfield Canyon Storm Drain Inlet Replacement & Creek Enhancement	1008054	Beaconsfield Canyon Park
27	Storm Drainage & Watershed	Empire Road Storm Drain Improvement	1007056	Empire Road between Cairo Rd & Tunis Rd
28	Storm Drainage & Watershed	Glen Echo Creek Restoration	1006070	Croton Avenue & Richmond Blvd.
29	Storm Drainage & Watershed	Richmond Blvd. Culvert Repair	1006261	3021 Richmond Blvd.
30	Storm Drainage & Watershed	Bernhardt Drive Storm Drainage Improvement	1007055	Bernhardt Dr. from Chormley Avenue to Union Pacific Railroad
32	Storm Drainage & Watershed	Rehab Storm Drain under International Blvd. between 57th and 62nd Avenues	1007057	Under International Blvd from 57th to 62nd Avenues
33	Storm Drainage & Watershed	Replace Broken Weirs - 73rd and International Large Trash Capture Device	1008057	73rd Ave & International Blvd.

2025-27 Funded Public Work Projects

Sewer and Watershed



City of
Oakland

Public Works
Department

- Parks
- Schools



Sewer Improvement 2026



Sewer Improvement 2027



Watershed Improvement 2026



Watershed Improvement 2027



17 - 22 Citywide

23 Citywide

31 Citywide

25

26

5-6

7

16

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San Leandro

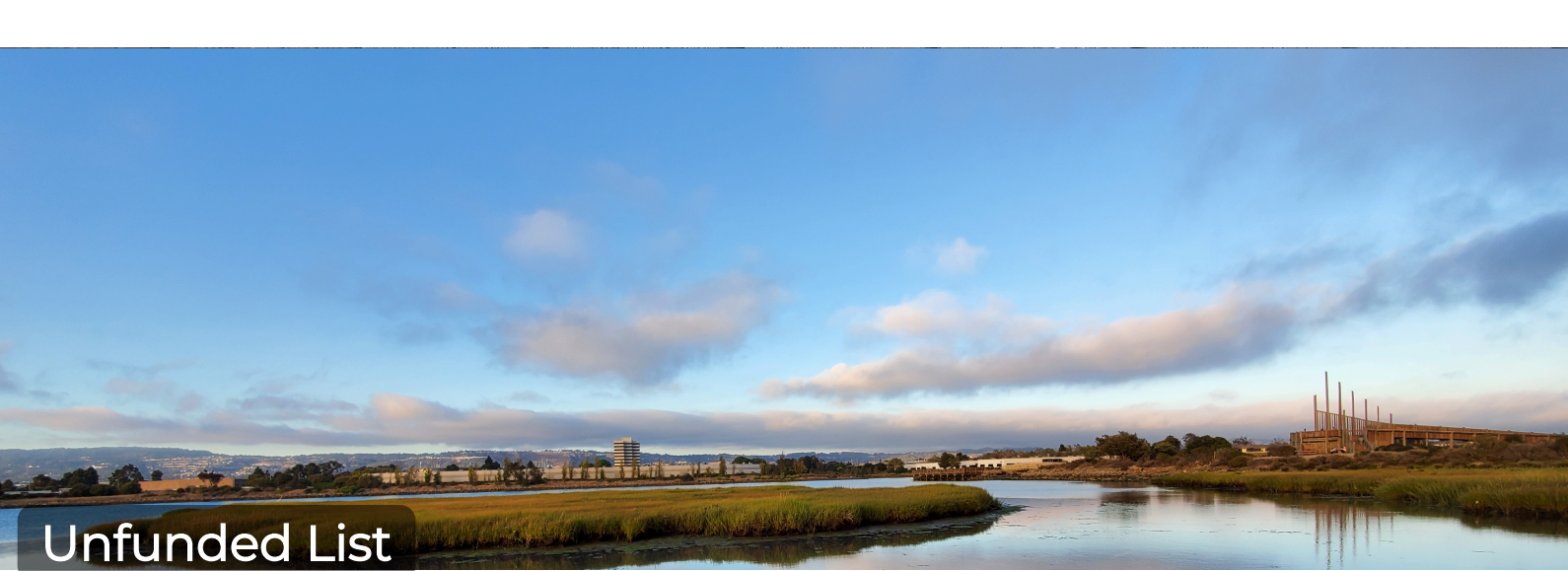
Alameda

Piedmont

Berkeley

Emeryville





Unfunded List

OVERVIEW

Given the existing maintenance backlog and limited financial resources, the City has a growing list of capital needs. The current list of nearly 300 unfunded capital projects presented below, categorized by asset type, has an estimated construction cost well over \$2 billion.

Unfunded projects are ranked by CIP prioritization score below, with information about the capital asset, corresponding City department, and cost estimates (when available). High ranking projects are kept as top priorities when new funding opportunities arrive. However, since grant programs have different requirements, City staff need to balance identifying the most competitive projects for grants while also advancing the CIP values.

Unfunded capital projects, especially prior community project requests, often need more evaluation, engagement, and planning by staff in order to be more competitive in the CIP prioritization process and rank more highly. All unfunded projects are assessed and evaluated each cycle by City CIP coordinators.

***Please note: Unfunded project budgets shown represent estimated project costs. Budget amounts with zero (0) indicates the budgets are still being developed.**

Transportation

Each cycle, the CIP team updates the metrics used to score projects with the most up-to-date data available. In order to ensure consistency across the past four budget cycles, all CIP scores underwent a normalization process during the FY25-27 CIP development. This allows for CIP scores to be compared over time and comprehensively ranked.

Project Title	Category	Cost Estimate	Score
Safe Adeline	Transportation	0	95
Seminary Avenue Improvements	Transportation	0	94.5
Safe Crossings 980	Transportation	0	91
East Oakland Mobility Hubs Pilot	Transportation	0	90
90th Avenue Scraper Bike Lane Upgrade	Transportation	0	87.5
69th Avenue Traffic Calming Project	Transportation	0	86.5
East Oakland Bridge Connector Feasibility Study	Transportation	0	85.5
6th Street & 7th Street Corridor Improvements	Transportation	0	85
International Boulevard Coordination and Transportation Study	Transportation	0	85
Plaza de la Fuente (Fruitvale BART)	Transportation	0	85
17th Street Corridor Improvements	Transportation	0	83.5
14th Avenue Complete Streets Phase 2	Transportation	0	82.5

Project Title	Category	Cost Estimate	Score
98th Avenue Pedestrian Connections	Transportation	0	82
Jackson Street Safety Improvements	Transportation	0	81
Fremont School to International Boulevard	Transportation	0	80
Kennedy St Bay Trail Gap Closure	Transportation	0	80
MacArthur - 82nd to 103rd	Transportation	0	79.5
Downtown Streets Two-Way Conversion Study	Transportation	0	79
Mandela Parkway Priority HIN Corridor	Transportation	0	79
Public EV Chargers at 35th & International BRT Lot	Transportation	0	72.5
96th Ave Neighborhood Traffic Calming Study	Transportation	0	71.5
Oak Street Bike Connection	Transportation	0	71.5
Elmhurst Traffic Circle Improvements	Transportation	0	70.5
Havenscourt & Bancroft Intersection Improvements	Transportation	0	69
Lowell Street Improvement Project	Transportation	0	69
Bella Vista Neighborhood Improvements	Transportation	0	68.5
MacArthur Smart City Corridor 2	Transportation	0	68.5
MLK Library Access Traffic Calming	Transportation	0	68.5
MacArthur (Millsmont) Traffic Calming Project	Transportation	0	68
Frontage Road Improvements	Transportation	0	66
Adeline Street Bridge Replacement	Transportation	0	65.5
51A Express Bus Lanes	Transportation	0	65
EV Chargers in City-Owned Downtown Garages	Transportation	0	65
Golf Links Rd Sidewalk Extension - Libby Lane	Transportation	0	64.5
Harrison St Complete Streets	Transportation	0	64
MacArthur Boulevard Lakeside Busway Project	Transportation	0	61.5
Idora Park Traffic Calming	Transportation	0	59
Champion Street Walkway	Transportation	0	58.5
Park Blvd Comprehensive Safety Project	Transportation	0	56
55th Avenue Complete Streets Project	Transportation	0	54.5
Macarthur - Grand Lake	Transportation	0	54.5
Queue Mitigation	Transportation	0	54.5
Sheffield Avenue Roundabout	Transportation	0	54
Gwen Jackson Park & Curt Field Traffic Calming	Transportation	0	52.5
Shattuck Avenue/Bordertown Pedestrian Improvement Program	Transportation	0	49.5
Bus stop & street safety on Mountain Blvd	Transportation	0	48.5
Creekside Pkwy & Mountain Blvd Pole Project	Transportation	0	47.5
Courtland Creek Parkway	Transportation	0	44.5
Piedmont Ave Walkways	Transportation	0	44
Coolidge Safe Pedestrian Access at Hacienda Peralta	Transportation	0	43
Caldecott Tunnel Mitigations	Transportation	0	41
Pleasant Valley & Gilbert St ADA Improvement	Transportation	0	40.5
Ascot Safe Schools Path	Transportation	0	40
Grand Ave & Mandana Blvd Traffic Signal Improvement	Transportation	0	39
Traffic light at Kansas and 35th Ave	Transportation	0	37
Safe Public Right-of-Ways - Estates Dr	Transportation	0	34.5
Triangle Parklet: Improve Pedestrian Safety + Improve Park Access	Transportation	0	34.5
Claremont Pedestrian Crossing Lights	Transportation	0	33
Safer Access for Neighbors of Hwy 13	Transportation	0	31.5
Glen Highlands Neighborhood Mural and Beautification Project	Transportation	0	29

Buildings & Structures

Project Title	Category	Department	Cost Estimate	Score
Station #24 - Remodel/Improvements	Buildings & Structures	Oakland Fire Department	400,000	3
Station #19 - Parking Area Security Enhancement	Buildings & Structures	Oakland Fire Department	25,000	3.5
Station #27 - Remodel Dorm and Bathrooms	Buildings & Structures	Oakland Fire Department	1,500,000	9
Station #2 - Dorm & Bathroom Remodel	Buildings & Structures	Oakland Fire Department	1,000,000	9.5
Davies Stadium - Building Upgrade/Renovations	Buildings & Structures	Oakland Parks, Recreation & Youth Development	750,000	13
Chabot Space & Science Center critical infrastructure	Buildings & Structures	Economic Workforce Development	79,112,000	13.2
Station #8 - Remodel/Improvements	Buildings & Structures	Oakland Fire Department	500,000	14
Personal Protective Equipment Storage	Buildings & Structures	Oakland Fire Department	250,000	15
Ranger Station Renovation at Joaquin Miller Park	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,740,000	15
West Street Our House - Electrical Improvements	Buildings & Structures	Human Services Department	200,000	15.5
Station #28 - Window Replacement	Buildings & Structures	Oakland Fire Department	600,000	17
Station #23 - Site Security and Exterior Paint	Buildings & Structures	Oakland Fire Department	100,000	19
Maxwell House at Maxwell Park	Buildings & Structures	Oakland Parks, Recreation & Youth Development	99,000	20.6
3 Historic Joaquin Miller Park building repairs	Buildings & Structures	Oakland Parks, Recreation & Youth Development	19,575,000	21
City Hall - Replace Chiller	Buildings & Structures	Oakland Public Works	2,000,000	21
City Hall - Replacement of Lutron Lighting Controls	Buildings & Structures	Oakland Public Works	2,000,000	21
Citywide Fire Stations -- Roof Repair/Replacement	Buildings & Structures	Oakland Fire Department	2,500,000	21
Renovation of Woodminster Amphitheater	Buildings & Structures	Oakland Parks, Recreation & Youth Development	12,789,000	21
Station #15	Buildings & Structures	Oakland Fire Department	12,000,000	21
Station #18 - Apparatus Door and Kitchen Improvements	Buildings & Structures	Oakland Fire Department	200,000	21
Station #17	Buildings & Structures	Oakland Fire Department	1,500,000	21.5
250 Bldg. Replace Two Chillers	Buildings & Structures	Oakland Public Works	2,000,000	22
Heavy Duty Vehicle Shop - Repairs and Upgrades to Common Areas	Buildings & Structures	Oakland Public Works	875,000	23
Redwood Heights Annex (Old Building)	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,106,640	23
Station #5 - Replace Rear and Side Fence	Buildings & Structures	Oakland Fire Department	50,000	23
Fleet Maintenance CNG Work Bay Conversion (Small Vehicle)	Buildings & Structures	Oakland Public Works	500,000	24
Sheffield Village Recreation Center Renovation	Buildings & Structures	Oakland Parks, Recreation & Youth Development	5,225,350	24
Station #25	Buildings & Structures	Oakland Fire Department	15,000,000	24
Citywide Fire Station Electrical Panel Upgrade	Buildings & Structures	Oakland Fire Department	5,400,000	25
Station #13 Rear and Side Fence Replacement	Buildings & Structures	Oakland Fire Department	50,000	25
Station #1 Kitchen	Buildings & Structures	Oakland Fire Department	50,000	25.7
City of Oakland Fleet Maintenance - Car Wash and Water Reuse System. 5050 Coliseum Way, Oakland	Buildings & Structures	Oakland Public Works	625,000	26
City Hall - Exterior Facade and Window Restoration	Buildings & Structures	Oakland Public Works	9,500,000	26.5
Leona Lodge	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,930,000	27
MSC Building 4	Buildings & Structures	Oakland Public Works	3,214,350	28
City Hall - Window Weatherization and Replacement	Buildings & Structures	Oakland Public Works	2,900,000	28.5
Lions Pool House @ Dimond Park	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,500,000	28.5
Clifton Hall	Buildings & Structures	Housing Community Department	8,990,000	29.2
Fremont Pool	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,300,000	30
Lake Chabot Golf Course Clubhouse	Buildings & Structures	Oakland Parks, Recreation & Youth Development	14,914,450	30.7

Project Title	Category	Department	Cost Estimate	Score
Live Oak Pool House Renovation	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,660,000	31
MSC Building 2	Buildings & Structures	Oakland Public Works	935,250	32
Temescal Pool House Renovation	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,600,000	32
Joaquin Miller Community Center Improvements	Buildings & Structures	Oakland Parks, Recreation & Youth Development	6,210,000	32.5
City Hall - Upgrade and Modernize 5 Elevators	Buildings & Structures	Oakland Public Works	2,000,000	33
250 Frank H. Ogawa Plaza Building Improvement and Re-Configuration	Buildings & Structures	Oakland Public Works	12,000,000	33.2
MSC	Buildings & Structures	Oakland Public Works	1,016,450	34
Oakland City Stables	Buildings & Structures	Oakland Parks, Recreation & Youth Development	3,240,000	37.2
Oakland Museum of California	Buildings & Structures	Oakland Museum	2,423,796	37.95
Montclair Outdoor Restrooms	Buildings & Structures	Oakland Parks, Recreation & Youth Development	11,720,050	38
Head Start Site Renovation Projects - San Antonio	Buildings & Structures	Human Services Department	1,250,000	38.2
Henry Robinson Multi Service Center	Buildings & Structures	Human Services Department	500,000	39.5
Oakland Convention Center mechanical, emergency and security systems	Buildings & Structures	Economic Workforce Development	19,488,000	41.2
Downtown Oakland Senior Center	Buildings & Structures	Human Services Department	4,350,000	41.9
Dunsmuir Hellman Mansion	Buildings & Structures	Oakland Parks, Recreation & Youth Development	10,520,280	41.9
Oakland Animal Shelter	Buildings & Structures	Oakland Animal Shelter	1,625,000	42.2
Oakland Ice Center refrigeration system replacement	Buildings & Structures	Economic Workforce Development	10,231,200	42.5
Oakland Asian Cultural Center	Buildings & Structures	Economic Workforce Development	8,100,000	42.7
Joaquin Miller Park Metropolitan Horsemen/Es Association (MHA) Facilities	Buildings & Structures	Oakland Parks, Recreation & Youth Development	4,882,500	43
Montclair Branch Environmental and Landscaping Upgrades*	Buildings & Structures	Oakland Public Library	851,150	43.15
Paramount Theater exterior fall protection	Buildings & Structures	Economic Workforce Development	35,960,000	43.4
Infrastructure upgrade for WiFi at 30 Recreation Centers citywide. Allendale Arroyo Brookdale Bushrod CarmenFlores-remaining listed in #10	Buildings & Structures	Oakland Parks, Recreation & Youth Development	12,150,000	43.7
Junior Arts & Science Center	Buildings & Structures	Oakland Parks, Recreation & Youth Development	1,740,000	44
Manzanita Recreation Center	Buildings & Structures	Oakland Parks, Recreation & Youth Development	230,978	44
Jack London Aquatic Center Improvements	Buildings & Structures	Oakland Parks, Recreation & Youth Development	5,925,000	44.5
Joaquin Miller Nature Center/Ranger Station	Buildings & Structures	Oakland Parks, Recreation & Youth Development	45,375	45
OMCA Pond Rehabilitation and Pump House Replacement	Buildings & Structures	Oakland Museum	5,437,500	45.15
Head Start Site Renovation Projects - Brookfield	Buildings & Structures	Human Services Department	5,000,000	46
Joaquin Miller Park Bathrooms	Buildings & Structures	Oakland Parks, Recreation & Youth Development	2,827,500	47.4
Reactivate Moss House	Buildings & Structures	Oakland Parks, Recreation & Youth Development	7,000,000	48.7
Ira Jinkins Recreation Center Renovation	Buildings & Structures	Oakland Parks, Recreation & Youth Development	7,500,000	49
Lakeside Park Lawn Bowling Bldg. & Fields	Buildings & Structures	Oakland Parks, Recreation & Youth Development	11,237,375	50
Athol Plaza new restroom, demolish restroom at Pine Knoll Park	Buildings & Structures	Oakland Parks, Recreation & Youth Development	2,175,000	51
Lake Merritt Boating Center / Sailboat House	Buildings & Structures	Oakland Parks, Recreation & Youth Development	4,350,000	51.5
OFD Training Division, Services Division, and USAR Warehouse	Buildings & Structures	Oakland Fire Department	62,901,000	52.1
Rotary Nature Center	Buildings & Structures	Oakland Parks, Recreation & Youth Development	5,819,250	52.2
Oakland Feather River Camp Infrastructure, Program Area, & Stair Replacement/Repairs/Renovations	Buildings & Structures	Oakland Parks, Recreation & Youth Development	4,405,860	52.4
Allendale Recreation Center	Buildings & Structures	Oakland Parks, Recreation & Youth Development	4,695,000	53
North Oakland Senior Center (NOSC)	Buildings & Structures	Human Services Department	10,788	53.4
Mandela Cabins Utilities	Buildings & Structures	Human Services Department	517,500	55.6

Project Title	Category	Department	Cost Estimate	Score
Citywide Food Hub Development and Emergency Food Distribution Preparation	Buildings & Structures	Oakland Parks, Recreation & Youth Development	3,949,800	57
Oakland Asian Cultural Center Capital Improvement Project	Buildings & Structures	Economic Workforce Development	33,712,500	57.2
East Oakland Senior Center Phase 2	Buildings & Structures	Human Services Department	4,944,500	58.9
Dimond Recreation Center Renovation	Buildings & Structures	Oakland Parks, Recreation & Youth Development	14,000,000	59
Charles Porter Golden Gate Recreation Center	Buildings & Structures	Oakland Parks, Recreation & Youth Development	2,042,500	59.2
Mosswood Park - J. Mora Moss House	Buildings & Structures	Oakland Parks, Recreation & Youth Development	7,000,000	62
DeFremery Field House	Buildings & Structures	Oakland Parks, Recreation & Youth Development	4,943,563	62.2
CIP Facilities Asset Inventory	Buildings & Structures	Oakland Public Works	5,500,000	62.7
City Broadband Phase 1 Trunk Fiber Project	Buildings & Structures	Information Technology Department	0	63.95
Rotary Natural Science Center Nature to the People Project	Buildings & Structures	Oakland Parks, Recreation & Youth Development	16,421,250	65.2
Studio One Art Center	Buildings & Structures	Oakland Parks, Recreation & Youth Development	330,000	65.2
Arroyo Viejo Park Inclusive Early Childhood & Families Learning Center - Head Start Program	Buildings & Structures	Oakland Parks, Recreation & Youth Development	3,177,400	68.25
West Oakland Senior Center Phase 2	Buildings & Structures	Human Services Department	5,394,000	68.9
Asian Branch Library (New or Expanded)	Buildings & Structures	Oakland Public Library	46,724,800	77.7
Main Library Roof, Solar and Energy Upgrades*	Buildings & Structures	Oakland Public Library	5,265,000	77.9
Peralta Hacienda Historical Park Coolidge House*	Buildings & Structures	Oakland Parks, Recreation & Youth Development	3,877,200	81.8
ADA Transition Plans	Buildings & Structures	City Administrator	5,500,000	83.9
TREC Phase 3 - TBD Community Center/Grocery	Buildings & Structures	Oakland Fire Department	45,254,000	102

Parks & Open Spaces

Project Title	Category	Department	Cost Estimate	Score
San Antonio Park CIP List	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,850,000	1
Morcom Rose Garden	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,000,000	7
Bushrod Park Pickleball	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,450,000	9
Oak Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	538,500	11
Bushrod Park Dog Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	4,045,500	12
Fruitvale Dog Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	750,000	12
Pickleball striping Citywide	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,697,000	12
Eastshore Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,156,500	12.15
Joaquin Miller Park Literary Spaces	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	6,394,500	14
Pinewood/Baywood Paved Access Path	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	67,425	14
Frank H. Ogawa Plaza - replace seat benches and trash receptacles	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	300,000	16
Oakport Soccer Fields #1 & #2	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	5,000,000	18
Raimondi Park Dog Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	5,618,750	18
Sequoia Arena Infrastructure Improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,145,050	18
Burckhalter Park Softball Field Renovation and Outdoor Fitness Area	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	850,000	20
Otis Spunkmeyer Field	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,300,000	20
Piedmont Plaza Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	0	20
Redondo Playground at Little Frog Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	99,825	20

Project Title	Category	Department	Cost Estimate	Score
King Estates Park (Glen Daniel)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	330,000	21
Park Blvd Plaza Park (Dist. 2)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	200,000	21
Frank H. Ogawa Plaza - Replace way finding electrical signs	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	300,000	22
Rockridge Park-Temescal Greenbelt Hardy Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	199,650	22
Frank H. Ogawa Plaza - replace all fixed and removable bollards	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	300,000	24
Willow Park - Improvements and Dog Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,500,000	24.5
Central Reservoir Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,052,330	25
Oak Glen Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	165,000	25
Children's Fairyland Perimeter security fence	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,755,000	26
Ostrander Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	748,200	26
Maxwell Park Benches	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	29,000	27
Portage ramps for boats at Channel Park	Parks & Open Spaces	Oakland Public Works	1,620,000	27.2
Dover Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	450,000	28
Franklin Plaza	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	165,000	28
Hardy Park Basketball Courts	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,010,650	28
Bella vista Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,500,000	29
Cleveland Cascade Restoration	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	4,436,700	29.2
Curt Flood Field Improvements - Phase 2	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,000,000	29.65
Dimond and Laurel Neighborhood Improvement Project	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	29,203,000	30
Shade Trees for Lake Merritt Amphitheater	Parks & Open Spaces	Oakland Public Works	1,404,000	30.2
Lafayette Square Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,165,000	31
East 18th St Pier improvements	Parks & Open Spaces	Oakland Public Works	729,000	31.2
Civic Center - Plaza , City Hall, 150 & 250 Building -lighting energy efficiency improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,200,000	32
Vantage Point Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	712,500	32
Caldecott Field	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	6,040,900	33
Mc Crea Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	4,050,000	33
McClymonds Mini Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	165,000	33
East Estuary Pathway	Parks & Open Spaces	Oakland Public Works	5,130,000	33.2
Lake Merritt Channel pathway and plant restoration and renovations	Parks & Open Spaces	Oakland Public Works	1,000,000	33.2
Marston Campbell Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	165,000	34
New Picnic Tables in Dimond Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,900	34
Sail Boat House Improvements	Parks & Open Spaces	Oakland Public Works	13,182,750	34.2
Lakeshore Ave and Mandana Plaza Park Reimagining	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	613,600	36
Lowell Park Field Improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,500,000	36
Nicol Park (Gwen Jackson)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	480,000	36
Beach to Sailboat House path improvements	Parks & Open Spaces	Oakland Public Works	2,073,600	36.2
Frog Park Renovation	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,685,625	37
Children's playground at Rotary Nature Center upgrade	Parks & Open Spaces	Oakland Public Works	2,063,880	37.2
Redwood Heights Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,000,000	37.5
Bushrod Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	8,023,700	38

Project Title	Category	Department	Cost Estimate	Score
Jasper P. Driver Plaza toilet/storage	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	4,689,300	38
Raimondi Soccer Field #2	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	8,721,000	38
Sausal Creek Bank Erosion and Trail Repairs (Site #2) in Dimond Canyon Park just upstream of El Centro Ave.	Parks & Open Spaces	Oakland Public Works	300,000	38
Wilma Chan Park Access Upgrades	Parks & Open Spaces	Oakland Public Works	0	38
Joaquin Miller Park Woodminster Cascade Renovation	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,000,000	38.5
Clinton Park and Community Center Renovation	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	29,803,000	39
F.M. Smith Rec Center and Site Improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,123,750	39
Franklin Softball Field	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,304,420	39
Avenue Terrace Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,573,750	39.2
A Sustainable Fairyland - The Fairyland Infrastructure Project	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	14,601,500	40
Grove Shafter Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,677,650	40
Leona Heights Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	10,657,500	41
Tunnel trail improvements at Lake Merritt Channel Tide Gates	Parks & Open Spaces	Oakland Public Works	1,296,000	41.2
Burckhalter Tennis Court	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	280,500	42
Concordia Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,827,000	42
Helen MacGregor Plaza	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,926,332	42.75
Courtland Creek railway trail, open space and basketball half court	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,087,500	44.5
Madison Square Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	700,000	45
Sausal Creek Bank Erosion Repairs in Dimond Park next to Lion Pool- Site #1, Phase 2.	Parks & Open Spaces	Oakland Public Works	3,402,000	45.2
Downtown Oakland Senior Center Playground	Parks & Open Spaces	Human Services Department	4,495,000	45.9
Joaquin Miller Park Improvements & Master Planning	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	15,000,000	46
Morgan Plaza Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	971,500	46
Sequoia Lodge and Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	330,000	46
Tassafaronga Outdoor Improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	825,000	46
Carter Gilmore Park (Greenman Field)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	330,000	47
Rainbow Recreation Center Play Structure Area	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	954,000	47
Shepherd Canyon Park Restroom & Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,375,000	47
Verdese Carter Park Bicycle Skills Park Project	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	5,618,750	47
Caldecott Water - Above Ground Water (Temporary)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	600,000	47.9
Tomas Melero-Smith Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	115,000	48
Jefferson Square Park Renovation	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	5,500,000	48.5
Caldecott Water - Underground Fire Water	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,000,000	49
Carmen Flores Recreation Center at Josie de la Cruz Park (aka Sanborn Park)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,700,000	49
85th Avenue Mini Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,153,250	50
Joaquin Miller Trails and Restrooms	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	330,000	50
South Prescott Park Improvements	Parks & Open Spaces	Oakland Public Works	4,049,595	50
88th Avenue Mini Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,732,400	51
Athol Park Tennis Court Re-Surfacing/Pickleball	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	82,500	52

Project Title	Category	Department	Cost Estimate	Score
Wood Park Improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	6,394,500	53
Barry Place Rehabilitation and ADA enhancements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,873,067	54
Wade Johnson Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,105,000	54
East Oakland Dog Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	5,618,750	55
Lake Merritt Pathway Connection	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	1,015,000	56
Jungle Hill	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,066,250	56.2
Willie Keyes Recreation Center & Poplar Park Improvements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,900,000	58
Parkway Cascade (steps)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	585,000	58.4
Peralta Park pathway between Lake Merritt and 10th Street Bridges	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	609,000	59
Fruitvale Bridge Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	3,034,125	60
Lake Merritt Trail Improvements Project	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	4,495,000	60
Arroyo Viejo Park Security Enhancements	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	290,000	60.7
Lafayette Square Park Conversion	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	203,000,000	61
Officer Willie Wilkins Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	15,862,500	61
Patterson Park Redesign (Ira Jinkins, Brookfield)	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	2,030,000	62
Columbian Gardens Park and Connective Pathways	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	5,332,500	62.5
1989 Earthquake Memorial Park	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	14,384,000	63.2
Oakland Fire Memorial Park/Garden	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	750,000	0
Panther Skate Plaza	Parks & Open Spaces	Oakland Parks, Recreation & Youth Development	274,050	0

Storm Drainage & Watershed*

*The City of Oakland's Watershed and Stormwater Management Division has identified priority stormwater management, storm drainage repair and improvement, and water quality improvement projects to address hazards, and/or to comply with environmental regulations. Each project has been evaluated against the 9 principles of the City's CIP Project Prioritization Process. The CIP's unfunded project list includes general projects to show that funding is needed for unexpected urgent storm drainage, creek bank, and creek channel repairs, and for future water quality improvement compliance projects that are under development. The City plans to seek external funding for the planning, design and implementation of some of these unfunded projects, including through Federal grants. These projects and project categories are listed here as Unfunded Projects, to establish their importance to the City, and to show estimated funding needed to implement them. These projects are not being added to the City Budget at this time, as funded projects received higher CIP prioritization scores. Therefore external funding sources would be needed for implementation of unfunded urgent infrastructure repair/improvement projects and water quality protection projects required by Federal Clean Water Act/municipal stormwater permit regulations.

Project Title	Category	Department	Cost Estimate	Score
Emergency/urgent storm drainage repair funding	Storm Drainage & Watershed	Oakland Public Works	3,625,000	0
General emergency/urgent creek repair	Storm Drainage & Watershed	Oakland Public Works	300,000	0
Greenwood Ave Stormdrain Re-Routing	Storm Drainage & Watershed	Oakland Public Works	750,000	13
3rd and Clay Streets Storm Drain Repair	Storm Drainage & Watershed	Oakland Public Works	750,000	18
Rehabilitation of Stormdrain Culvert	Storm Drainage & Watershed	Oakland Public Works	250,000	20
Large Trash Capture Installation in East Oakland	Storm Drainage & Watershed	Oakland Public Works	5,400,000	21
Emergency Storm Drainage Repair Project	Storm Drainage & Watershed	Oakland Public Works	2,500,000	25
Large Trash Capture Installation in Ettie Street Watershed	Storm Drainage & Watershed	Oakland Public Works	3,243,400	26

Project Title	Category	Department	Cost Estimate	Score
General regional green stormwater infrastructure	Storm Drainage & Watershed	Oakland Public Works	6,250,000	28
1925 Clemens Rd -re-route storm pipe to right-of-way or easment	Storm Drainage & Watershed	Oakland Public Works	1,087,500	36
1243 Bates Rd Repair broken storm drain pipe under home (was "Greenwood Ave Stormdrain Re-routing" in 21-23 CIP)	Storm Drainage & Watershed	Oakland Public Works	2,175,000	38
3rd & Clay Street Storm Drain Replacement	Storm Drainage & Watershed	Oakland Public Works	1,087,500	38
6460 Leona St Storm Drain Repair	Storm Drainage & Watershed	Oakland Public Works	108,750	42
Moraga Ave & Masonic Ave Storm Pipe Replacement	Storm Drainage & Watershed	Oakland Public Works	145,000	44
Lake Merritt Water Quality Management Plan Development and Implementation - Healthy Lake Initiative	Storm Drainage & Watershed	Oakland Public Works	2,000,000	66
Courtland Creek Restoration Project* (Ex)	Storm Drainage & Watershed	Oakland Public Works	4,472,481	73
Stormwater Capital Program	Storm Drainage & Watershed	Oakland Public Works	174,000,000	75
Stormwater Capital Program	Storm Drainage & Watershed	Oakland Public Works	120,000,000	75
Glen Echo Creek Restoration Project	Storm Drainage & Watershed	Oakland Public Works	1,560,000	76

Technology Enhancements

Project Title	Category	Department	Cost Estimate	Score
Fire Station Dispatch Alerting System	Technology Improvements	Oakland Fire Department	2,000,000	17
Mitel Upgrades to 16 Library Facilities (sans Main and 81st Ave)	Technology Improvements	Oakland Public Library	396,000	61.8
OakWIFI Initiative	Technology Improvements	Information Technology Department	20,000,000	62

▶ [HTTPS://WWW.OAKLANDCA.GOV/TOPICS/CAPITAL-IMPROVEMENT-PROGRAM](https://www.oaklandca.gov/topics/capital-improvement-program)

contact us at: cip@oaklandca.gov

APPENDIX F

Condensed City of Oakland CIP List of Funded and Unfunded Projects FY 25-27

Attachment #3 Condensed City of Oakland CIP List of Funded and Unfunded Projects FY 25-27

Funded/ Unfunded	Project Name	Department	Fund Number	Budget/ Cost Estimate
Funded	Arroyo Viejo Center Recreation Master Plan	Parks and Recreation	5342 Measure U	1,500,000
Funded	Brookdale Recreation Center Expansion & Park Improvements	Parks and Recreation	5342 Measure U	3,000,000
Funded	Brookdale Recreation Center Expansion & Park Improvements	Parks and Recreation	5342 Measure U	2,600,000
Funded	East Oakland Senior Center Renovation	Human Services	5342 Measure U	2,000,000
Funded	Fire Station 29 & TREC Training Facility	Fire	5338 Measure KK	12,720,500
Funded	Fire Station 29 & TREC Training Facility	Fire	5342 Measure U	22,279,500
Funded	Fox Theatre Improvements	Economic Workforce Development	5342 Measure U	4,600,000
Funded	Library Energy Assessments & Upgrades to MLK Jr., Golden Gate, Temescal & Lakeview Branch Libraries	Library	5342 Measure U	2,000,000
Funded	Malonga Center	Parks and Recreation	5342 Measure U	1,500,000
Funded	Museum Collection Center Seismic Improvement	Public Works	5342 Measure U	1,999,885
Funded	Museum Improvements (1000 Oak Street)	Public Works	1010 General Purpose	319,268
Funded	Museum Improvements (1000 Oak Street)	Public Works	1010 General Purpose	326,930
Funded	Oakland Ice Center Refrigeration Equipment	Economic Workforce Development	5343 Measure U (T	10,000,000
Funded	Tassafaronga Recreation Center Upgrades	Parks and Recreation	5342 Measure U	1,000,000
Funded	West Oakland Resilience Hub	Library, Parks & Recreation, Human Services	5342 Measure U	1,000,000
Funded	Willie Keyes Recreation Center	Parks and Recreation	5342 Measure U	1,000,000
Unfunded	Station #24 - Remodel/ Improvements	Oakland Fire Department		400,000
Unfunded	Station #19 - Parking Area Security Enhancement	Oakland Fire Department		25,000
Unfunded	Station #27 - Remodel Dorm and Bathrooms	Oakland Fire Department		1,500,000
Unfunded	Station #2 - Dorm & Bathroom Remodel	Oakland Fire Department		1,000,000
Unfunded	Davies Stadium - Building Upgrade/Renovations	Economic Workforce Development		750,000
Unfunded	Chabot Space & Science Center critical infrastructure	Oakland Fire Department		79,112,000
Unfunded	Station #8 - Remodel/ Improvements	Oakland Fire Department		500,000
Unfunded	Ranger Station Renovation at Joaquin Miller Park	Human Services Department		1,740,000
Unfunded	West Street Our House - Electrical Improvements	Oakland Fire Department		200,000
Unfunded	Station #28 - Window Replacement	Oakland Fire Department		600,000
Unfunded	Station #23 - Site Security and Exterior Paint	Oakland Fire Department		100,000
Unfunded	Maxwell House at Maxwell Park	Oakland Parks and Recreation & Youth Development		99,000
Unfunded	3 Historic Joaquin Miller Park building repairs	Oakland Parks and Recreation & Youth Development		19,575,000
Unfunded	City Hall - Replace Chiller	Oakland Public Works		2,000,000
Unfunded	City Hall - Replacement of Lutron Lightning Controls	Oakland Public Works		2,000,000
Unfunded	Citywide Fire Stations -- Roof Repair/Replacement	Oakland Fire Department		2,500,000
Unfunded	Renovation of Woodminster Amphitheater	Oakland Parks and Recreation & Youth Development		12,789,000
Unfunded	Station #15	Oakland Fire Department		12,000,000
Unfunded	Station #18 - Apparatus Door and Kitchen Improvements	Oakland Fire Department		200,000
Unfunded	Station #17	Oakland Fire Department		1,500,000
Unfunded	250 Bldg. Replace Two Chillers	Oakland Public Works		2,000,000
Unfunded	Heavy Duty Vehicle Shop - Repairs and Upgrades to Common Areas	Oakland Public Works		875,000
Unfunded	Redwood Heights Annex (Old Building)	Oakland Parks and Recreation & Youth Development		1,106,640
Unfunded	Station #5 - Replace Rear and Side Fence	Oakland Fire Department		50,000
Unfunded	Fleet Maintenance CNG Work Bay Conversion (Small Vehicle)	Oakland Public Works		500,000
Unfunded	Sheffield Village Recreation Center Renovation	Oakland Public Works		5,225,350
Unfunded	Station #25	Oakland Fire Department		15,000,000
Unfunded	Citywide Fire Station Electrical Panel Upgrade	Oakland Fire Department		5,400,000
Unfunded	Station #13 Rear and Side Fence Replacement	Oakland Fire Department		50,000
Unfunded	Station #1 Kitchen	Oakland Fire Department		50,000
Unfunded	City of Oakland Fleet Maintenance - Car Wash and Water Reuse System. 5050 Coliseum Way, Oakland	Oakland Public Works		625,000
Unfunded	City Hall - Exterior Façade and Window Restoration	Oakland Public Works		9,500,000
Unfunded	Leona Lodge	Oakland Parks and Recreation & Youth Development		1,930,000
Unfunded	MSC Building 4	Oakland Public Works		3,214,350
Unfunded	City Hall - Window Weatherization and Replacement	Oakland Public Works		2,900,000
Unfunded	Lions Pool House @ Dimond Park	Oakland Parks and Recreation & Youth Development		1,500,000

Unfunded	Clifton Hall	Housing Community Department	8,990,000
Unfunded	Fremont Pool	Oakland Parks and Recreation & Youth Development	1,300,000
Unfunded	Lake Chabot Golf Course Clubhouse	Oakland Parks and Recreation & Youth Development	14,914,450
Unfunded	Live Oak Pool House Renovation	Oakland Parks and Recreation & Youth Development	1,660,000
Unfunded	MSC Building 2	Oakland Public Works	935,250
Unfunded	Temescal Pool House Renovation	Oakland Parks and Recreation & Youth Development	1,600,000
Unfunded	Joaquin Miller Community Center Improvements	Oakland Parks and Recreation & Youth Development	6,210,000
Unfunded	City Hall - Upgrade and Modernize 5 Elevators	Oakland Public Works	2,000,000
Unfunded	250 Frank H. Ogawa Plaza Building Improvement and Re-Configuration	Oakland Public Works	12,000,000
Unfunded	MSC	Oakland Public Works	1,016,450
Unfunded	Oakland City Stables	Oakland Parks and Recreation & Youth Development	3,240,000
Unfunded	Oakland Museum of California	Oakland Museum	2,423,796
Unfunded	Montclair Outdoor Restrooms	Oakland Parks and Recreation & Youth Development	11,720,050
Unfunded	Head Start Site Renovation Projects - San Antonio	Human Services Department	1,250,000
Unfunded	Henry Robinson Multi Service Center	Human Services Department	500,000
Unfunded	Oakland Convention Center mechanical, emergency and security systems	Economic Workforce Development	19,488,000
Unfunded	Downtown Oakland Senior Center	Human Services Department	4,350,000
Unfunded	Dunsmuir Hellman Mansion	Oakland Parks and Recreation & Youth Development	10,520,280
Unfunded	Oakland Animal Shelter	Oakland Animal Shelter	1,625,000
Unfunded	Oakland Ice Center Refrigeration system replacement	Economic Workforce Development	10,231,200
Unfunded	Oakland Asian Cultural Center	Economic Workforce Development	8,100,000
Unfunded	Joaquin Miller Park Metropolitan Horsemen Association (MHA) Facilities	Oakland Parks and Recreation & Youth Development	4,882,500
Unfunded	Montclair Branch Environmental and Landscaping Upgrades	Oakland Public Library	851,150
Unfunded	Paramount Theater exterior fall protection	Economic Workforce Development	35,960,000
Unfunded	Junior Arts & Science Center	Oakland Parks and Recreation & Youth Development	1,740,000
Unfunded	Manzanita Recreation Center	Oakland Parks and Recreation & Youth Development	230,978
Unfunded	Jack London Aquatic Center Improvements	Oakland Parks and Recreation & Youth Development	5,925,000
Unfunded	Joaquin Miller Nature Center/ Ranger Station	Oakland Parks and Recreation & Youth Development	45,375
Unfunded	OMCA Pond Rehabilitation and Pump House Replacement	Oakland Museum	5,437,500
Unfunded	Head Start Site Renovation Projects - Brookfield	Human Services Department	5,000,000
Unfunded	Joaquin Miller Park Bathrooms	Oakland Parks and Recreation & Youth Development	2,827,500
Unfunded	Reactive Moss House	Oakland Parks and Recreation & Youth Development	7,000,000
Unfunded	Ira Jinkins Recreation Center Renovation	Oakland Parks and Recreation & Youth Development	7,500,000
Unfunded	Lakeside Park Lawn Bowling Bldg. & Fields	Oakland Parks and Recreation & Youth Development	11,237,375
Unfunded	Athol Plaza new restroom, demolish restroom at Pine Knoll Park	Oakland Parks and Recreation & Youth Development	2,175,000
Unfunded	Lake Merritt Boating Center/ Sailboat House	Oakland Parks and Recreation & Youth Development	4,350,000
Unfunded	OFD Training Division Services Division, and USAR Warehouse	Oakland Fire Department	62,901,000
Unfunded	Rotary Nature Center	Oakland Parks and Recreation & Youth Development	5,819,250
Unfunded	Oakland Feather River Camp Infrastructure, Program Area, & Stair Replacement/ Repairs/ Renovations	Oakland Parks and Recreation & Youth Development	4,405,860
Unfunded	Allendale Recreation Center	Oakland Parks and Recreation & Youth Development	4,695,000
Unfunded	North Oakland Senior Center (NOSC)	Human Services Department	10,788
Unfunded	Mandela Cabins Utilities	Human Services Department	517,500
Unfunded	Oakland Asian Cultural Center Capital Improvement Project	Economic Workforce Development	33,712,500
Unfunded	East Oakland Senior Center Phase 2	Human Services Department	4,944,500

Unfunded	Dimond Recreation Center Renovation	Oakland Parks and Recreation & Youth Development		14,000,000
Unfunded	Charles Porter Golden Gate Recreation Center	Oakland Parks and Recreation & Youth Development		2,042,500
Unfunded	Mosswood Park - J. Mora Moss House	Oakland Parks and Recreation & Youth Development		7,000,000
Unfunded	DeFremery Field House	Oakland Parks and Recreation & Youth Development		4,943,563
Unfunded	Rotary Natural Science Center Nature to the People Project	Oakland Parks and Recreation & Youth Development		16,421,250
Unfunded	Studio One Art Center	Oakland Parks and Recreation & Youth Development		330,000
Unfunded	Arroyo Viejo Park Inclusive Early Childhood & Families Learning Center - Head Start Program	Oakland Parks and Recreation & Youth Development		3,177,400
Unfunded	West Oakland Senior Center Phase 2	Human Services Department		5,394,000
Unfunded	Asian Branch Library (New or Expanded)	Oakland Public Library		46,724,800
Unfunded	Peralta Hacienda Historical Park Coolidge House	Oakland Parks and Recreation & Youth Development		3,877,200
Unfunded	TREC Phase 3 - TBD Community Center/ Grocery	Oakland Fire Department		45,254,000

APPENDIX G

EECBG Grant Department of Energy Award Docs

ASSISTANCE AGREEMENT

1. Award No. DE-SE0000418		2. Modification No.	3. Effective Date 08/01/2024	4. CFDA No. 81.128
5. Awarded To Oakland, City Of Attn: Stephen Walsh 150 Frank H Ogawa Plaza Ste 6353 Oakland CA 946122098		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585		7. Period of Performance 08/01/2024 through 07/31/2026
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007		10. Purchase Request or Funding Document No. 24SE000578	
11. Remittance Address Oakland, City Of Attn: Stephen Walsh 150 FRANK H OGAWA PLAZA 5th Floor, Treasury OAKLAND CA 946122074		12. Total Amount Govt. Share: \$405,710.00 Cost Share : \$0.00 Total : \$405,710.00		13. Funds Obligated This action: \$405,710.00 Total : \$405,710.00
14. Principal Investigator		15. Program Manager AUDREY BRAGG Phone: 240-780-1899		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-0000000-0000000-0000000				
21. Research Title and/or Description of Project BIL: EECBG Program - City of Oakland				
For the Recipient			For the United States of America	
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Geoffrey I. Walker		27. Date Signed 07/29/2024

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SE0000418

PAGE OF
2 | 3

NAME OF OFFEROR OR CONTRACTOR
Oakland, City Of

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: GBDMTM5J75R6</p> <p>The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 08/01/2024 through 07/31/2026</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779</p> <p>DOE Project Officer: Audrey Bragg E-mail: audrey.bragg@hq.doe.gov Phone: 240-780-1899</p> <p>Recipient Business Officer: Marilyn Tran E-mail: mtran@oaklandca.gov Phone: (510) 238-6111</p> <p>Recipient Principal Investigator: Christine Reed E-mail: Creed2@oaklandca.gov Phone: (510) 238-6540</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: Reed, Christine Fund: 05461 Appr Year: 2022 Allottee: 31 Report Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SE0000418

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NAME OF OFFEROR OR CONTRACTOR
Oakland, City Of

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000418, State: CA, Program Year: 2023

Recipient: Oakland

SEO title : Enhancing Community Resilience in Oakland: Solar upgrade and Energy Assesment for Municipal Facilites

Revision status: Active (pending add)

1. Activity

<input type="checkbox"/> Strategy Development	<input type="checkbox"/> Technical Consultant Services	<input type="checkbox"/> Building Energy Audits
<input type="checkbox"/> Financial Incentive Programs	<input type="checkbox"/> Energy Efficiency Retrofits	<input checked="" type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities
<input type="checkbox"/> Development and Implementation of Transportation Programs	<input type="checkbox"/> Building Codes and Inspections	<input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency
<input type="checkbox"/> Material Conservation Programs	<input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases	<input type="checkbox"/> Traffic Signals and Street Lighting
<input type="checkbox"/> Renewable Energy Technologies on Government Buildings	<input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	<input type="checkbox"/> Administrative
<input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only)		

Blueprints

Energy Planning
<input type="checkbox"/> 1. Energy Planning
Efficient Buildings
<input checked="" type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades
<input type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
<input type="checkbox"/> 2c. Building Electrification Campaign
<input type="checkbox"/> 2d. Building Performance Standards & Stretch Codes
Renewables
<input type="checkbox"/> 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
<input type="checkbox"/> 3b. Community Solar
<input type="checkbox"/> 3c. Solarize Campaign
<input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities
Electric Transportation
<input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification
<input type="checkbox"/> 4b. EV Charging Infrastructure for the Community
Finance
<input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds
Workforce
<input type="checkbox"/> 6. Workforce Development

2. State: CA

3. Sectors

<input type="checkbox"/> Agriculture / Agricultural	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial	<input type="checkbox"/> Low / Limited Income	<input type="checkbox"/> State or Territory Government
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Non-profits	<input type="checkbox"/> Transportation
<input type="checkbox"/> Industrial	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Tribal / Native American
<input type="checkbox"/> K-12 Schools		

4. Technology and/or Topic Areas

<input checked="" type="checkbox"/> Audits and Assessments (Energy, Water, and Process)	<input type="checkbox"/> Environmental Justice
<input type="checkbox"/> Benchmarking	<input type="checkbox"/> Financial Incentives

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000418, **State:** CA, **Program Year:** 2023

Recipient: Oakland

<input type="checkbox"/> Energy Savings Performance Contracting <input type="checkbox"/> Biofuels <input type="checkbox"/> Building Energy Codes & Inspection Services <input type="checkbox"/> Capital Investments & Financing <input type="checkbox"/> Biomass <input type="checkbox"/> Clean Energy / Clean Energy Technologies <input type="checkbox"/> Commuting Infrastructure <input type="checkbox"/> Distributed Energy Resources <input type="checkbox"/> Education and Outreach <input type="checkbox"/> Electric Vehicles and Infrastructure <input type="checkbox"/> Energy Affordability <input type="checkbox"/> Energy Management <input type="checkbox"/> Energy Audits <input type="checkbox"/> Energy Certification Programs <input type="checkbox"/> Energy Conservation <input type="checkbox"/> Energy Efficiency <input type="checkbox"/> Energy Equity <input type="checkbox"/> Assessments & Feasibility Studies <input type="checkbox"/> ENERGY STAR <input type="checkbox"/> Energy Workforce Training	<input type="checkbox"/> Fuel Cell and Hydrogen Technologies <input type="checkbox"/> Geothermal <input type="checkbox"/> Hydropower / Hydrokinetic Power <input type="checkbox"/> Not Applicable <input type="checkbox"/> On-site Renewable Energy <input type="checkbox"/> Pedestrian & Bike Infrastructure <input type="checkbox"/> Reduce Commuting <input type="checkbox"/> Resiliency <input type="checkbox"/> Retrofits <input checked="" type="checkbox"/> Solar <input type="checkbox"/> Workforce Development <input type="checkbox"/> STEM Education <input type="checkbox"/> Storage <input type="checkbox"/> Strategy Development <input type="checkbox"/> Technical Assistance <input type="checkbox"/> Traffic Signals & Street Lighting <input type="checkbox"/> Waste to Energy / Solid Waste Minimization <input type="checkbox"/> Weatherization <input type="checkbox"/> Wind
--	---

5. Estimated annual energy savings: MBtus

6. Description (executive summary of goals and objectives)*

- To develop an Energy Assessment plan for Municipal Facilities throughout the City of Oakland. Staff will research which buildings and structures that will need to be included in this study. Staff and consultants will analyze, research, and complete this Municipal Facility Energy Assessment plan. This plan will include various energy output calculations and energy efficiency and resilience recommendations for each facility.
- The estimated timeline will be using the measure of time as months.

7. Activity milestones

Milestone Description	Planned Amount
Bidding for Consultants begin - March 2024	3
Consultant Selected - July 2024	2
Contract Executed and Work begins - August 2024	3
Energy Assessment Project concludes - March 2026	16

8. Activity performance metrics

a. Specific metric activity (required)**

8. Energy Audits

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount
Federal	
Fund Source Type: Federal	\$405,710.00

U.S. Department of Energy
 Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
 ACTIVITY FILE
Grant Number: SE0000418, **State:** CA, **Program Year:** 2023
Recipient: Oakland

Total	\$405,710.00
b. Leveraged funds anticipated (outside approved budget)	
Fund Source	Planned Amount
<i>No records found</i>	
Total	\$0.00

*Please use additional pages if more space is needed.

**Mandatory requirement

Federal Assistance Reporting Checklist



U.S. DEPARTMENT OF
ENERGY

Attachment 2

1. Award Number: DE-SE0000418.0000		2. Program/Project Title: EECBG	
3. Recipient: City of Oakland			
4. Reporting Requirements (see also the Special Instructions)		Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING <input checked="" type="checkbox"/> A. Performance Report 1. Status and Milestones 2. Quantitative 3. Narrative <input checked="" type="checkbox"/> B. Financial Report (SF-425) <input type="checkbox"/> C. Other (see Special Instructions)		S	A. https://www.page.energy.gov
		S	B. https://www.page.energy.gov
		A5	C. See Special Instructions
II. AWARD MANAGEMENT REPORTING <input checked="" type="checkbox"/> A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A) <input checked="" type="checkbox"/> B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) <input type="checkbox"/> C. Uniform Commercial Code (UCC) Financing Statements <input checked="" type="checkbox"/> D. Federal Subaward Reporting System (FSRS) <input type="checkbox"/> E. Annual Incurred Cost Proposal <input checked="" type="checkbox"/> F. Single Audit: States, Locals, Tribal Governments, and Non-Profits <input checked="" type="checkbox"/> G. Other (see Special Instructions) 1. Annual Historic Preservation Report <input checked="" type="checkbox"/> H. Davis Bacon 1. Semi-Annual Davis Bacon 2. Weekly Payroll report		A5	A. Send Email to DOE Project Officer
		Y	B. https://www.page.energy.gov
		A5	C. https://www.page.energy.gov
		A5	D. See section II. D. for instructions and due dates
		A5	E. FSRS
		Y180	F. See section II. F. for instructions and due dates
		O	G. See section II. G. for instructions and due dates
		Y	G1. Email to project officer & EECBG.NEPA@ee.doe.gov
		S	G2. Submit via https://www.page.energy.gov
		W	H1. https://www.page.energy.gov H2. https://www.page.energy.gov
III. CLOSEOUT REPORTING <input checked="" type="checkbox"/> A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B) <input type="checkbox"/> B. Other (see Special Instructions)		F	A. https://www.page.energy.gov
		F	B. See Special Instructions



Federal Assistance Reporting Checklist

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Reporting Instructions

***** Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII. *****

I. Project Management Reporting

A. Performance Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30)

Semi-annual, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This information can be included in the qualitative section of the report.

2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

4. Metrics

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics](#), [EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

5. Products

Can be uploaded as an attachment to the PAGE performance report.

What has the project produced?

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

i. Publications, conference papers and presentations

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

6. Participants

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in <https://www.page.energy.gov>. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the <https://www.page.energy.gov> document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project



Federal Assistance Reporting Checklist

- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

7. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30) and within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

C. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified



Federal Assistance Reporting Checklist

II. Award Management Reporting

A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	Send Email to DOE Project Officer
Submission deadline:	Within 90 calendar days after the end of the annual reporting period when applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 5 calendar days of the event or as specified when applicable

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

C. Uniform Commercial Code (UCC) Financing Statements

Submit to:	Send Email to DOE Project Officer
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Federal Assistance Reporting Checklist

Submission deadline:	Within five (5) calendar days after the event, or as specified.
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If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- “Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions.”
- Federal Award Identification Number (e.g., DE-EE000XXXX)

D. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsr.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.



Federal Assistance Reporting Checklist

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

E. Annual Incurred Cost Proposals

Submit to:	<p>If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices:</p> <ul style="list-style-type: none"> • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • IndirectRates@hq.doe.gov (if OCED is Cognizant) • PricingGroup@netl.doe.gov (if NETL is Cognizant) <p>Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.</p>
Submission deadline:	<p>Within 180 calendar days after the close of the recipient's fiscal year*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	<p>Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx</p>
Submission deadline:	<p>Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>



Federal Assistance Reporting Checklist

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: https://www.page.energy.gov
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at www.page.energy.gov/. The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at [Historic Preservation – Executed Programmatic Agreements | Department of Energy](#)

H. Davis Bacon Reporting

Submit to:	https://www.page.energy.gov
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Federal Assistance Reporting Checklist

Submission deadline:	Within 7 days of each pay period and Semi-annually when applicable
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- a. The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at:
<https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>
- c. Weekly Payroll Report
 - i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
 - ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
- d. Semi-Annual Compliance and Enforcement Report
 - i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
 - ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.



Federal Assistance Reporting Checklist

III. Closeout Reporting

A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award



Federal Assistance Reporting Checklist

IV. BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

2. Good Jobs

Submit to:	https://www.page.energy.gov
Submission deadline:	Yearly; within 30 calendar days after the end of the federal fiscal year

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

B. Equity and Justice

Submit to:	https://www.page.energy.gov
Submission deadline:	Semi-annually within 30 calendar days after the end of the federal fiscal year quarter

The Equity and Justice reports are imbedded in the [EECBG Program Process Metrics](#) as part of the performance report. Please report on EECBG process metrics 9d. (Organizations Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.

1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

C. Pathways to Net Zero

Submit to:	https://www.page.energy.gov
Submission deadline:	As Specified , within 30 calendar days after the end of the first quarterly reporting period; Yearly ; within 90 calendar days after the end of the federal fiscal year and Final ; within 120 calendar days after expiration or termination of the award.

Pathways to Net Zero Reports will be imbedded in the [EECBG Program Process Metrics](#) as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

D. One Time Location Report



Federal Assistance Reporting Checklist

Submit to:	https://www.page.energy.gov
Submission deadline:	One time

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time (“Protected Data”). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:



Federal Assistance Reporting Checklist

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

BUDGET INFORMATION - Non-Construction Programs

1. Program/Project Identification No. SE0000418		2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021	
3. Name and Address Oakland 250 Frank H. Ogawa Plaza, Suite 4314 Oakland, CA 946120000		4. Program/Project Start Date 07/01/2023	5. Completion Date 06/30/2025

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 405,710.00		\$ 405,710.00
2.						
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 405,710.00	\$ 0.00	\$ 405,710.00

SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	Grant Program, Function or Activity					Total (5)
	(1)	DOE	(2)	(3)	(4)	
a. Personnel		\$ 0.00				\$ 0.00
b. Fringe Benefits		\$ 0.00				\$ 0.00
c. Travel		\$ 0.00				\$ 0.00
d. Equipment		\$ 0.00				\$ 0.00
e. Supplies		\$ 0.00				\$ 0.00
f. Contract		\$ 405,710.00				\$ 405,710.00
g. Construction		\$ 0.00				\$ 0.00
h. Other Direct Costs		\$ 0.00				\$ 0.00
i. Total Direct Charges		\$ 405,710.00				\$ 405,710.00
j. Indirect Costs		\$ 0.00				\$ 0.00
k. Totals		\$ 405,710.00				\$ 405,710.00
7. Program Income		\$ 0.00				\$ 0.00

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
BUDGET INFORMATION REMARKS
Grant Number: SE0000418, **State:** CA
Recipient: Oakland

Remarks

Budget Justification uploaded to SF424.

**Intellectual Property Provisions (NRD-821)
Nonresearch and Development**

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000418, State: CA, Program Year: 2023
Recipient: Oakland

EECBG Program: Energy Efficiency and Conservation Strategy Template for Local Governments

Local governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The proposed EECS must include the information contained in Part A of this template. Local governments may use this streamlined EECS Template to meet the requirement, but the template is not required. If a local government chooses to submit an EECS using an alternative format, the information outlined in Part A must be included in the submission.

Local governments have the option of submitting their EECS at the time of application or no later than 1 year after the effective date of the award. If the latter option is chosen, the EECS should be a comprehensive strategy that covers, at a minimum, all items detailed in this template. DOE will provide informational resources and technical assistance to support the development of comprehensive strategies.

Local governments that do not submit an EECS with their application must submit an EECBG Program Activity File with their application and select Activity 1 (Energy Efficiency and Conservation Strategy).

Part A

Grantee: Oakland
Date: 3/22/2024
UEI Number: GBDMTM5J75R6
Program Contact Email:

1) Local governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

a. Yes

i. What goals do you have? (check all that apply)

1. GHG reduction goal

a. Specific goal (e.g., 80% GHG reduced from 1990 levels):

According to the City of Oakland's Equitable Climate Action Plan, the City has committed to reach carbon neutrality by 2045, with zero-emission building by 2040.

b. By what year? (e.g., 2050)

2045

2. Energy use reduction goal

a. Specific goal:

b. By what year?

3. Clean energy use goal

a. Specific goal:

The City of Oakland also has a Joint Power Agreement with Ava Community Choice Aggregator, which has a goal to provide 100% clean, renewable energy by 2030. The City of Oakland is currently considering opting up to offer 100% renewable energy to Oakland residents as a baseline.

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
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Recipient: Oakland

b. By what year?

2030

4. EV adoption goal

a. Specific goal:

The City of Oakland adopted its Zero Emission Vehicle Action Plan in 2023, which aims to reach 100% zero emission vehicles in new car sales by 2035 and to have all zero-emission vehicles in Oakland by 2045.

b. By what year?

2045

5. Job creation goal

a. Specific goal:

b. By what year?

6. Job quality goal

a. Specific goal:

b. By what year?

7. Other

a. Specific goal:

b. By what year?

b. No, our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. If you select option 5, you must also select from options 1-4 or option 6 (may select more than one option).

- i. Carbon neutrality by 2050 or sooner
- ii. Reduce energy use by 50% by 2050 or sooner
- iii. 100% carbon-free energy use by 2050 or sooner
- iv. 80% EV adoption by 2050 or sooner
- v. Pay prevailing wages for all construction and maintenance projects by 2025

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

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vi. Other

2) Does your local government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

a. Yes

i. Strategy document uploaded:

ii. Do you intend to update your plan in the next two years?

1. Yes

a. Are you planning to use any of your EECBG Program funds to update your plan?

i. Yes

ii. No

b. What updates do you intend to make to your plan?

b. No

i. Please briefly describe your strategy to achieve your goals listed in Question 1

The City of Oakland envisions a whole-of-society approach to tackle the climate crisis and redress historic discrimination that created unequal environmental burdens and distribution of resources. Working together in partnership with community stakeholders, the City of Oakland is coordinating across our Public Works, Economic and Workforce Development, Planning and Building, Transportation, and Housing and Community Development departments to ensure holistic solutions to mitigate climate change while also bolstering community resilience. The City of Oakland is actively pursuing grants, sponsorships, and other creative financing mechanisms to enhance staff capacity and implement projects to deliver health safety and economic benefits to Oakland residents.

3) Are you planning to use a blueprint (see Section 4.5 of the EECBG Program Formula Grant Application Instructions document for more details)?

a. Yes

i. Which one(s)?

Energy Planning

1. Energy Planning

Efficient Buildings

2a. Energy Efficiency - Energy Audits and Building Upgrades

2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings

2c. Building Electrification Campaign

2d. Building Performance Standards & Stretch Codes

Renewables

3a. Solar & Storage - Power Purchase Agreements and Direct Ownership

3b. Community Solar

3c. Solarize Campaign

3d. Renewable Resource Planning for Rural and Tribal Communities

Electric Transportation

4a. Electric Vehicles and Fleet Electrification

4b. EV Charging Infrastructure for the Community

Finance

5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Workforce

6. Workforce Development

ii. How does this blueprint help you meet your strategy/goals?

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Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
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b. No

i. What category of work do you plan to apply your EECBG Program funds to? (check all that apply)

1. Strategy development

- a. Developing goals
- b. Developing measures to track progress
- c. Providing annual reporting on goals

2. Technical consultant services to assist in strategy development

3. Building energy audits

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

4. Financial programs

- a. Loan programs
- b. Performance contracting programs
- c. Rebates/grants
- d. Incentives
- e. Other

5. Energy efficiency retrofits

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

6. Energy efficiency and conservation programs for buildings and facilities

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

7. Transportation Programs

a. Electric vehicle planning

- i. Municipal
- ii. Communitywide

b. Purchasing of electric vehicles

c. Installation of electric vehicle chargers

- i. Municipal
- ii. Communitywide

d. Use of flex time by employers

e. Satellite work centers

f. Zoning guidelines or requirements that promote energy efficient development

g. Infrastructure, such as bike lanes and pathways and pedestrian walkways

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000418, State: CA, Program Year: 2023

Recipient: Oakland

- h. Synchronization of traffic signals
- i. Public transit system improvement investments
- j. Other

8. Building codes and inspection

- a. Updating building codes
- b. Improving enforcement/compliance with building codes
- c. Building performance standards
- d. Other

9. Energy distribution technologies for energy efficiency

- a. Distributed resources
- b. District heating and cooling systems
- d. Other

10. Material conservation programs

- a. Source reduction
- b. Recycling
- c. Composting
- d. Sustainable procurement
- e. Other

11. Reduction and capture of methane and other greenhouse gases generated

- a. Landfills
- b. Wastewater treatment facilities
- c. Other

12. Traffic signals and street lighting upgrades

13. Renewable energy on government buildings

- a. Solar
- b. Wind
- c. Fuel cells
- d. Biomass

14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)

15. Other (requires approval of Secretary)

ii. How will your use of funds help your unit of government meet its strategy/goals?

The City of Oakland's Equitable Climate Action Plan has several goals to improve municipal buildings to reduce emissions and enhance community resilience (seeB-5:Require All Major Retrofits of City Facilities to be All-Electric and A-1: Fund Creation and Operation of Resilience Hubs) However, to date, there has not been an updated, comprehensive energy assessment of municipal facilities to determine the priority and needs of these building upgrades. With EECBG funds, such a strategy comment can be created to guide capital improvement project to enable better project delivery and more efficient use of public dollars.

iii. Provide a brief description of your project(s)?

The City of Oakland plans to use the EECBG funding to conduct citywide facility assessments to determine energy conservation, structural, MEP, ad overall building health metrics to inform future capital improvement planning needs and funding requests.

4) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

- a. Yes

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
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i. Please describe how you plan to coordinate with your State

The City of Oakland submits reporting documentation the SF424 Local Clearinghouse, which the State of California uses to track and coordinate federal grant applications across the State.

5) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

a. Yes

Part B

1) Do you plan to collaborate with other eligible units of government?

a. Yes, we are going to form a team and apply through a joint application

i. List the names of the units of government

1. Which unit of government is serving as the lead applicant?

ii. Please describe what your team plans to work on together

b. Yes, we are going to informally collaborate

i. List the names of the units of government

ii. Please describe your planned collaboration

c. We are not yet sure if we are going to collaborate with others

d. No

2) Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

a. Yes

i. Please list your partners

The City of Oakland plans to issue a competitive RFP for engineering consulting firms to complete the municipal facility energy assessments with staff

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STRATEGY
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guidance.

b. No

3) Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

a. Yes

b. No

4) Will this EECBG Program funding help you to access additional sources of funding?

a. Yes

i. What kind? (check all that apply)

1. Local government

2. State government

3. Federal government

4. Philanthropic

5. Private sector

6. Other

b. No

i. Would you like assistance in identifying other sources of funding?

a. Yes

b. No

5) Do you anticipate needing support for your project development/implementation?

a. Yes

i. What kind? (check all that apply)

1. Policy, planning and program design

2. Retrofits

3. Engineering and modeling

4. Stakeholder engagement

5. Program administration and implementation support

6. Outreach, education and advertising

7. Other

b. No

6) Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

a. Yes

i. Describe how the projects(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period

b. No

i. What would help you to continue? (check all that apply)

1. Local sustainable financing

2. Public and local political support

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3. Staff capacity

4. Other

7) How will your project(s) benefit disadvantaged communities? (check all that apply)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

i. A decrease in energy burden

ii. A decrease in environmental exposure and burdens

iii. An increase in access to low-cost capital

iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)

v. An increase in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises)

vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities

vii. An increase in parity in clean energy technology access and adoption

viii. An increase in energy democracy

ix. Other

1. Please explain

8) How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

As a result of the City of Oakland's equity-centered capital improvement prioritization process, more than 50% of existing investments flow to disadvantage communities in the form of infrastructure upgrades to parks, stormwater systems, roads, and recreation centers. The municipal facility energy assessment will support the current prioritization process and perhaps accelerate project implementation because it will provide a foundational pre-planning analysis critical for any project to start,.

Special Terms and Conditions

Oakland (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2), 2 CFR 200.327, and 2 CFR 200.332.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the

requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 7. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Term 8. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IJJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground

disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.

4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.

5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts of connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/8125997>

7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at <https://www.page.energy.gov/default.aspx>.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.

10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions

or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share of if the work is performed by the Recipient, subrecipients, contractors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is

considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- Acknowledgment: “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000418.”
- Full Legal Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 19. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 20. Continued Use of Real Property and Equipment

Real property and equipment purchased with project funds (federal share and recipient cost share) under this Award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (non-Federal entities, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The Recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the Recipient:

- a. continues to use the property for the authorized project purposes;
- b. complies with the applicable reporting requirements and regulatory property standards;
- c. as applicable to for-profit entities, UCC filing statements are maintained; and
- d. submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Contracting Officer.

The Recipient must request authorization from the Contracting Officer to continue to use the property for the authorized project purposes beyond the award period of performance (“Request for Continued Use”). The Recipient’s written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the Recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the Recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other non-federal entities are set forth in 2 CFR 200.310 – 200.316.

Term 21. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 22. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 23. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient’s records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 24. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Subpart B. Financial Provisions

Term 25. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 26. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 27. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 28. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 29. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 30. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 31. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall

comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 32. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 33. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. Applicability. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. Where and when to report.
 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrc.gov>.
 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7 the obligation must be reported no later than December 31.)
- iii. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.

B. Reporting Total Compensation of Recipient Executives

- i. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the

preceding completed fiscal year, if:

1. The total federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).
 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. Where and when to report. The Recipient must report executive total compensation described in paragraph B.i. of this award term:
1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards).
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).
- ii. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this award; and
 2. Is accountable to the Recipient for the use of the federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the

executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property

and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) Subrecipients and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 37. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 38. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 39. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 40. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 41. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term

“Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 42. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 44. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, Protection of Human Research Subjects, 45 CFR Part 46, Protection of Human

Subjects (subpart A which is referred to as the “Common Rule”), and 10 CFR Part 745, Protection of Human Subjects.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals’ data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. Note: This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee’s institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. Note: If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 45. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 46. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be

considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this Award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America

Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and contractors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the

United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids

- received for domestic products in response to a solicitation;
and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 47. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 48. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 49. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;

² See OFCCP's Technical Assistance Guide at:
<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 50. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Subpart D. Award-Specific Provisions

Term 51. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

Term 52. Davis-Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the Award and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 funded directly by or assisted in whole or in part by the Award are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must complete Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. Once operable, the Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to the Recipient or a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the Award starts. The applicant does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 53. Signage

The Recipient is encouraged to display DOE standard infrastructure investment signage, available for download from DOE (<https://www.energy.gov/branding>), during construction of the project. Expenditures for such signage shall be a permitted eligible cost of the project.