



CITY of OAKLAND Application for a



Non-Exclusive Franchise Agreement for Construction and Demolition Debris Collection Services

Purpose and Intent

This City of Oakland (City) requires companies which provide collection, transportation, processing, recycling, and disposal of construction and demolition (C&D) debris services in the City of Oakland to obtain non-exclusive franchises as a condition of operation, as provided in the [Oakland Municipal Code \(OMC\) Chapter 15.34](#).

OMC Chapter 15.34 is intended to meet and further the goals of the California Integrated Waste Management Act of 1989 Assembly Bill 939 and the Alameda County Waste Reduction and Recycling Act of 1990 (Measure D), to divert C&D debris from landfills, process and return the materials into the economic mainstream thereby conserving natural resources, and stimulate markets for recycled and salvaged materials.

The [Non-Exclusive Franchise Agreement](#) for C&D debris collection services describes the terms and conditions under which service providers are required to operate, including, but not limited to, performance and operations standards, payment of fees to the City, and reporting of customer, collection and processing facility data to the City.

Application Preparation and Submittal Instructions

To apply for a non-exclusive franchise agreement to provide C&D debris collection services in Oakland complete and submit this application, and the application fee, in person or by mail to:

City C&D **Franchise Manager**
Environmental Services Division, OPW
City of Oakland
250 Frank Ogawa Plaza, Suite 5301
Oakland, CA 94612

(510) 238-7283
CandDRecycling@oaklandca.gov

Questions

An applicant or prospective applicant may submit written questions to the City regarding the non-exclusive franchise agreement or the application instructions. All questions shall be directed to the City C&D Contract Manager at the contact information identified above.

City Use Only	Received	Fees Paid	Deposited	Approved	Denied
Staff Name/Date					

Construction and Demolition Debris Collection Services Non-Exclusive Franchise Application

Applicant

Business Name: _____

Please attach additional entries if needed on a separate sheet for any of the following items.

1. Applicant Information

Form of Business Organization: Sole Proprietorship Partnership* Corporation**
*includes limited, general, and limited liability partnerships **includes limited liability companies

Business Mailing Address _____

City _____ State _____ ZIP _____

Main Business Phone Number (____) _____ - _____

Authorized Representative: _____ Title: _____

Phone Number (____) _____ - _____ Email _____

Day-to-Day Contact: _____ Title: _____

Phone Number (____) _____ - _____ Email _____

Names of ALL Persons Doing Business (as applicable) Under Fictitious Name:

Members of Partnership, Ventures, and LLCs:

Officers of Corporation or Association:

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Qualification Information:

Names and addresses of the following parties

- All officers, directors, and associates of the applicant
- All persons and entities having, controlling, or being entitled to have or control five percent or more of the ownership of the applicant and the ownership share of same
- Any parent or subsidiary of the applicant and of any other business entity owning or controlling in whole or in part or owned or controlled in whole or in part by the applicant
- Description of the nature of any such parent or subsidiary business entity, including, but not limited to, all similar systems owned or controlled by the applicant, its parent or subsidiary and the areas served thereby

Name	
Address	
City, State, ZIP	
Relationship	
Ownership %	
Description	

Name	
Address	
City, State, ZIP	
Relationship	
Ownership %	
Description	

Name	
Address	
City, State, ZIP	
Relationship	
Ownership %	
Description	

Name	
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Description	

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Ownership %	
Description	

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2. Litigation, Regulatory Actions, and Liquidated Damages

Describe all past and pending civil, legal, regulatory, and criminal actions now pending or for which judgments were made in the past five years against the applicant, applicant's key personnel, and all subsidiaries owned by applicant that are affiliated with waste collection services. List the amount of liquidated damages, fines, and/or penalties the applicant has paid, the name of the jurisdiction to which such payments were paid, and the event(s) which triggered the damages, fines, or penalties.

Initial and date here if there are no actions in the last five (5) years. _____ / _____

Jurisdiction				
Action Type	<input type="checkbox"/> Civil,	<input type="checkbox"/> Legal,	<input type="checkbox"/> Regulatory,	<input type="checkbox"/> Criminal
Defendant	<input type="checkbox"/> Applicant,	<input type="checkbox"/> Subsidiaries	<input type="checkbox"/> Key Personnel	
Penalties	<input type="checkbox"/> Liquidated Damages \$ _____		<input type="checkbox"/> Fines \$ _____	
	<input type="checkbox"/> Other Penalties \$ _____			
Triggering Activity				

Jurisdiction				
Action Type	<input type="checkbox"/> Civil	<input type="checkbox"/> Legal	<input type="checkbox"/> Regulatory	<input type="checkbox"/> Criminal
Defendant	<input type="checkbox"/> Applicant	<input type="checkbox"/> Subsidiaries	<input type="checkbox"/> Key Personnel	
Penalties	<input type="checkbox"/> Liquidated Damages \$ _____		<input type="checkbox"/> Fines \$ _____	
	<input type="checkbox"/> Other Penalties \$ _____			
Triggering Activity				

Jurisdiction				
Action Type	<input type="checkbox"/> Civil	<input type="checkbox"/> Legal	<input type="checkbox"/> Regulatory	<input type="checkbox"/> Criminal
Defendant	<input type="checkbox"/> Applicant	<input type="checkbox"/> Subsidiaries	<input type="checkbox"/> Key Personnel	
Penalties	<input type="checkbox"/> Liquidated Damages \$ _____		<input type="checkbox"/> Fines \$ _____	
	<input type="checkbox"/> Other Penalties \$ _____			
Triggering Activity				

Jurisdiction				
Action Type	<input type="checkbox"/> Civil	<input type="checkbox"/> Legal	<input type="checkbox"/> Regulatory	<input type="checkbox"/> Criminal
Defendant	<input type="checkbox"/> Applicant	<input type="checkbox"/> Subsidiaries	<input type="checkbox"/> Key Personnel	
Penalties	<input type="checkbox"/> Liquidated Damages \$ _____		<input type="checkbox"/> Fines \$ _____	
	<input type="checkbox"/> Other Penalties \$ _____			
Triggering Activity				

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3. Hazardous Waste Procedures

Attach a copy of your current handling procedure for hazardous waste (Unpermitted Materials) placed by a generator in the materials collected by the Franchisee. Review Section 6.6 of the [Sample Non-Exclusive Franchise Agreement](#) for details of Franchisee's responsibilities regarding UNPERMITTED MATERIALS INSPECTION AND HANDLING. Per Section 6.6, your submitted procedure must describe the following:

- Identification and screening procedures;
- Notification plan;
- Disposal plan;
- Employee training program;

City will deem application incomplete without a conforming statement. See Appendix A for sample language.

4. Proof of Insurance

Attach proof of insurance as specified on Schedule Q of the [Non-Exclusive Franchise Agreement \(Schedule Q also attached to this application\)](#).

NOTE: proof of insurance provided with Application is required and will be reviewed, but does NOT constitute your final step regarding insurance. Upon City approval of your Application, City of Oakland Contract Services will make a separate request for submission of insurance documents through a web-based portal (EXIGIS/riskworks). Upon City notification you will have up to 30 days to complete this submission. Failure to do so will delay the execution of your Agreement, and the City reserves the right to withdraw offer of Agreement based on failure to comply with insurance requirements.

5. Operations Details

A. Physical Equipment Storage Location:

List address or addresses of all locations at which applicant parks rolling stock, stores, maintains or otherwise keeps equipment used in the business.

Address _____
City _____ State _ _ ZIP _____

Contact Person _____
Phone Number () _____ - _____ Email _____

Address _____
City _____ State _ _ ZIP _____

Contact Person _____
Phone Number () _____ - _____ Email _____

Initial and date here to affirm the Applicant lawfully operates business at this/these address(es)

_____/_____

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B. Vehicles:

Identify the vehicles reasonably expected to be used to provide service through the term of the non-exclusive franchise agreement.

ID #						
Make						
Model						
Year						
Body Type						
Capacity						
Axles						
License Plate						
Gross Weight						

C. Containers

Identify the containers reasonably expected to be used to provide service through the term of the non-exclusive franchise agreement.

Type					
Count					
Size					

D. Processing and Disposal Facilities

Identify the facilities and addresses(s) where collector intends to process, recycle, compost, and/or dispose of collected materials(circle YES or NO for each facility).

Facility					
Address					
Salvage	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
Recycling	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
Disposal	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO

6. Other Supporting Items

Include any other details, statements, information or references pertinent to the subject matter of such application which support your application and will assist staff in reviewing of your application.

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7. Application Fee

In order to be processed, this Application must be accompanied by an **application fee in the amount of \$500.00**, which shall be in the form of a certified or cashier's check, or money order payable to "City of Oakland," to pay the costs of studying, investigating, and otherwise processing such application, and which shall be in consideration thereof and not returnable or refundable in whole or in part.

8. City Review

The City will evaluate any and all applications for non-exclusive franchises for C&D debris collection as to the qualifications and capabilities of the applicant. During the City's review, the information submitted in the application may be subject to verification. The applicant shall cooperate with the City's review, and promptly respond to City's requests for clarification or additional information. Failure to provide required information, or providing false, inaccurate or misleading information may be grounds for rejection of the application.

9. Affirmation

By signing this Application, I affirm the answers above are true and complete, under penalty of perjury.

Signature

Name

Title

Date

Address

City, State, ZIP

Oakland Business License Number

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Appendix A: Hazardous Materials Statement

Per **Section 3. Hazardous Waste Procedures**: Applicants shall attach a current handling procedure for hazardous waste placed by generator in the materials collected by the Franchisee. It shall describe:

- Identification and screening procedures;
- Notification plan;
- Disposal plan;
- Employee training program;

The following are samples for Applicants that are **NOT** handling Hazardous Materials in their operations. Applicants may select and edit this language to reflect their current practices.

“Waste Screening and Load Checking is a series of techniques and best practices to minimize the potential for hazardous and other prohibited wastes from being picked up at the customer location and delivered to one of our solid waste facilities. The Load Check Program includes procedures for detecting and preventing prohibited waste through customer notification, site surveillance, and waste inspections of incoming loads. If hazardous or prohibited wastes are discovered, {name of company} employees are trained in the proper disposition of waste, recordkeeping, training and notification to authorities when problems are found.”

“We do not handle hazardous waste, but we have trained our drivers to look into the bins for visible signs of any hazardous waste and then have it rectified before we remove the bins from the premises. We also tell all customers when we rent bins out that there is to be no hazardous materials at all in our bins. We have a safety director who is in charge of our safety meetings for truck drivers, our forklift drivers, and office personnel.”

“Hazardous Waste Procedures

Identification procedures consist of inspecting materials produced by client and determine if any hazardous waste is present and acknowledge the situation. Driver will stop collection and refuse service until illegal activity is handled properly. Screening procedure consists of inspecting any material which cannot be handled by the driver or an approved processing site that presents a hazard to a person and determined to be a hazardous material illegal to disposal at collection.

Notification plan consists of calling the client indicating presence of illegal material in container. If there is no response by the client, then a note will be tagged on the container notifying the client the presence of a hazardous material and listing contact information of proper disposal sites.

Disposal plan consist of directing client to proper disposal sites and releasing a contact sheet with address and phone numbers of hazardous material contractors and the locations of approved processing sites. Employee training program contains all the procedures indicated above including: identification, screening, notification, disposal, and reporting. Employee will be trained to handle every hazard situation and identify every hazardous material.”

Schedule Q

INSURANCE REQUIREMENTS Construction & Demolition Debris Collection

(Revised 8/8/19, removes Pollution Liability requirement)

1. Required Insurance Coverage

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:

- A. **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 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.

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

- C. **Worker's 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.

2. Terms Conditions and Endorsements

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

- A. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's 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
- B. 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
- C. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- D. 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
- E. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- F. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

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.

3. Deductibles and Self-Insured Retentions

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

4. Replacement of Coverage

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

5. Insurance Interpretation

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

6. Proof of Insurance

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

7. Subcontractors

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

8. 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.

9. 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.

10. Higher Limits of Insurance

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

<< END OF INSURANCE REQUIREMENTS >>