

# CITY OF OAKLAND CONTRACT OF PUBLIC WORKS

THIS CONTRACT is entered into this **(Insert)** day of **(Insert Month), 2012** by and between **(Insert Name of Contractor)** (hereinafter referred to as "Contractor") and the CITY OF OAKLAND, a municipal corporation (hereinafter referred to as "City").

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

Contractor will furnish all necessary machinery, tools, equipment, apparatus, and other means of construction. Further, Contractor will do all work and furnish the materials specified in the contract in the manner and time therein prescribed in the attached Schedule A, Contract Scope of Work/Deliverables, and in accord with the following: 1) Project Documents for **(Insert Project Name and Number)** and documents referenced and incorporated therein, 2) the Contractor's bid in the sum of **(Insert dollar amount in alpha terms)** and **0xx/100 Dollars (\$Insert dollar amount) dated (Insert bid date)**. The contract documents shall include all documents identified above and documents referenced therein hereinafter referred to as the "Contract Documents." The Contract Documents shall constitute the contract between the parties as though all documents were attached hereto or herein repeated. The Contract Documents are intended to be cooperative and to provide for a complete work.

**COMMENCEMENT OF WORK:** In accord with the Project Documents work shall be commenced on the date of the Notice to Proceed issued by the City of Oakland and shall be completed within **(Insert number of working days)**.

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

**CONTRACTOR'S LIABILITY:** Contractor shall be responsible for all injuries to persons and for all damage to real or personal property of the City or others, caused by, or resulting from the negligence of itself, its employees, or its agents during the progress of, or connected with, the rendition of services hereunder. Contractor shall defend and hold harmless and indemnify the City, its officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence, actions, or inaction of Contractor, Contractor's subcontractors, employees or agents, arising out of the contractor's performance of work under this Contract.

**NUCLEAR WEAPONS POLICY:** It is the policy of the City of Oakland to minimize the expenditure of City funds on goods and services produced by Nuclear Weapons Makers. In furtherance of this goal, the City of Oakland urges all contractors to avoid contracting for goods and services which are manufactured or provided by Nuclear Weapons Makers.

**PREVAILING WAGE:** The Contractor certifies and agrees that it will comply with the requirement to pay its employees prevailing wages as set forth in the City of Oakland Resolution No. 57103 C.M.S. City may request documentation to certify that the Contractor has paid its employees at the appropriate prevailing wage rate. In the event that the City determines that

Contractor has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's employees and the City, nor does it create any liability or duty on the City for Contractor's failure to make timely or appropriate payments to its employees, on behalf of its employees.

**GENERAL LIABILITY, AUTO LIABILITY:** Contractor shall maintain all insurance identified in the Project Documents for the duration of the contract. Contractor shall name all parties as "additional insurers" on its general liability policy that are required to be so named under the Insurance Requirements Section of the Project Documents.

**WORKER'S COMPENSATION INSURANCE:** Contractor hereby certifies that it is aware of, and will comply with Section 3700 of the California State Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance before commencing any of the work.

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

**DISCRIMINATION:** Contractor agrees not to discriminate against any individual or company because of marital status, race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related conditions, or any other arbitrary basis.

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

**IN WITNESS WHEREOF:** Contractor has hereto set his hand, and the City Administrator of the City of Oakland, by **(Insert “Resolution No. [fill in number] C.M.S.” if Council approval was required, OR “Oakland Municipal Code Chapter 2.04” if the contract is within the City Administrator’s purchasing authority)**, thereunto duly authorized, has caused the name of the **CITY OF OAKLAND** to be affixed hereto, all in triplicate, the day and year first above written.

**(Insert Name of Contractor)**

**CITY OF OAKLAND,**  
**A municipal corporation**

\_\_\_\_\_

\_\_\_\_\_

**City Administrator’s Office**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Agency Director:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Approved as to Form and Legality:**

**Accounting No:** \_\_\_\_\_

**Oakland Business License No:** \_\_\_\_\_

\_\_\_\_\_  
**City Attorney’s Office**

**Expiration Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_