



CITY of OAKLAND

Application for a



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

OVERVIEW

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 and transportation service describes the terms and conditions under which service providers are required to operate, including, but not limited to, performance and operating 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 and transportation services in Oakland complete and submit this application, and the application fee, in person, by mail, or via email to:

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

(510) 238-SAVE (7283)
C&DNEF@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 C&D Contract Manager at the contact information identified above.

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

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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	
Address	
City, State, ZIP	
Relationship	
Ownership %	
Description	

Name	
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Ownership %	
Description	

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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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PROOF OF INSURANCE

Attach proof of insurance as specified on Schedule Q form that is available at <https://www.oaklandca.gov/services/apply-for-c-d-nonexclusive-hauling-franchise> and is also included in the last three pages of this application.

Be sure that you include all of the following with your proofs of insurance:

1. *General Commercial Liability Insurance Certificate*
 - a. *Endorsement: Additional Insured for your General Commercial Liability policy (be sure to include as a separate document)*
2. *Automotive Liability Insurance Certificate*
3. *Workers' Compensation Insurance Certificate*
 - a. *Waiver of Subrogation for your Workers' Compensation policy (be sure to include as a separate document)*

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)
_____/_____

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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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						

CONTAINERS

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

Type					
Count					
Size					

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

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HAZARDOUS WASTE PROCEDURES

1. Is your company registered as a transporter of hazardous materials with the California Department of Toxic Substances Control (DTSC)?

Yes No

If “Yes” above please list:

The State ID Number for your registration: _____

Your business name as listed in your DTSC registration: _____

The issue date of your DTSC registration: _____

If “No” above please answer a through d below:

- a. All Oakland NEF Haulers are responsible for “providing each Customer, upon delivery of requested Container(s), a printed list that specifies the Construction and Demolition Debris allowed in the Container and Unpermitted Materials that cannot be placed in the Container (e.g., Hazardous Wastes).” How does your company achieve this?

- b. Every Oakland NEF Hauler is required to “train its employees involved in Collection to identify, and not to collect, Hazardous Waste or Unpermitted Materials.” How does your company achieve this?

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- c. Oakland NEF Agreements say “If (HAULER) determines that material placed in any Container for Collection is a Hazardous Waste and/or Unpermitted Material that may not legally be Disposed of at a Disposal Site or handled at a Processing Site, or presents a hazard to (HAULER)'s employees, (HAULER) **shall refuse to accept such material. (HAULER) shall contact the Customer and request the Customer to arrange proper Disposal.** If the Customer cannot be reached immediately, (HAULER) **shall, before leaving the Service Address, leave a tag** at least eight and one half inches by eleven inches (8.5" x 11") in size, which indicates the reason for refusing to Collect the material and lists a phone number for obtaining information on proper Disposal of the Hazardous Waste and/or Unpermitted Material. **Under no circumstances shall (HAULER)'s employees knowingly Collect Hazardous Waste and/or Unpermitted Material...** If Hazardous Wastes and/or Unpermitted Materials are found in a Container that could possibly result in imminent danger to people or property, (HAULER) **shall immediately notify CITY's Fire Department using the 911 emergency number.**”

How will your company’s staff respond if hazardous materials are placed in your containers?

- 2. Oakland NEF Agreements say: “**Response to Hazardous Wastes Identified at Processing Site(s).** FRANCHISEE, or its Processor, shall provide load checkers and equipment operators at the Processing Site(s) to identify Hazardous Waste and/or Unpermitted Material for storage in approved, on-site, Hazardous Waste and/or Unpermitted Material storage container(s). FRANCHISEE shall make reasonable efforts to identify and notify the Customer. FRANCHISEE shall arrange for removal of the Hazardous Waste and/or Unpermitted Material by permitted haulers in accordance with Applicable Laws and regulatory requirements...If the Hazardous Waste and/or Unpermitted Material is delivered to a Processing Site by FRANCHISEE before its presence is - detected, and the Customer cannot be identified or fails to remove the material after being requested to do so, FRANCHISEE shall arrange for its proper Disposal. FRANCHISEE may make a good faith effort to recover the cost of Disposal from the Customer, and the cost of this effort, as well as the cost of Disposal shall be chargeable to the Customer.”

How will your staff respond if hazardous materials are identified at the processing site?

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COMPLIANCE WITH ADVANCED CLEAN FLEETS REGULATIONS

As a NEF hauler, you may be subject to new [Advanced Clean Fleet rules](https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets) (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>) from the California Air Resources Board to reduce air pollution and mitigate climate change by purchasing new zero-emission vehicles for your fleet.

Initial and date here to affirm that you have [reviewed the regulations](https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets/advanced-clean-fleets-fact-sheets) and will comply if required to do so ____ / ____ (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets/advanced-clean-fleets-fact-sheets>)

ADVANCED CLEAN FLEETS (ACF) OVERVIEW

What is ACF?

ACF is part of CARB's overall strategy to accelerate a large-scale transition to zero-emissions medium- and heavy-duty vehicles. This regulation works in conjunction with the Advanced Clean Trucks regulation, approved in 2021, which helps ensure that zero-emissions vehicles (ZEV) are available for sale. The regulation is critical to achieving both our health-protective ambient air quality standards and the State's climate goals, and is expected to save \$26.5 billion in statewide health benefits and provide a net cost savings of \$48 billion to fleets.

Which fleets does the ACF regulation affect?

The regulation applies to trucks performing *drayage* operations at seaports and railyards, fleets owned by State, local, and federal government agencies, and high priority fleets. High priority fleets are those entities that own, operate, or direct at least one vehicle in California, and that have either \$50 million or more in gross annual revenue, or that own, operate, or have common ownership or control of a total of 50 or more vehicles. The regulation affects medium- and heavy-duty on-road vehicles with a gross vehicle weight rating greater than 8,500 pounds, off-road yard tractors, and light-duty mail and package delivery vehicles.

How will this regulation affect existing trucks or equipment?

High priority and federal government fleets, simply referred to as high priority fleets for the remainder of this document, can comply with either a default Model Year Schedule or opt-in to the ZEV Milestone Option. The Model Year Schedule allows fleet owners to continue using existing trucks until the end of their useful life, defined as the later of either: 1) 13 years, beginning with the model year that the engine in the vehicle and was first certified for use by CARB or United States Environmental Protection Agency (U.S. EPA), or 2) the date that the vehicle exceeds 800,000 vehicle miles traveled or 18 years from the model year that the engine in the vehicle was first certified for use by CARB or U.S. EPA (whichever is earlier). High priority fleets may keep their existing combustion vehicles until January 1 of the year after the vehicle reaches the end of its useful life. Under the Model Year Schedule, all new additions to the California fleet must be ZEVs. Fleet owners may alternatively choose the ZEV Milestones Option which allows fleets full flexibility to manage their fleet composition over the phase-in period, as long as the ZEV Milestone targets are met. State and local government fleets may keep their existing vehicles past the end of the vehicle's useful life, but must either follow a default zero-emissions purchase requirement or opt-

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in to the ZEV Milestones Option. As drayage trucks reach their minimum useful life, they will be required to transition to zero-emissions. All drayage trucks will be required to be zero-emissions by 2035. Additionally, there are a number of exemptions and extensions that are applicable for certain fleet types and circumstances.

What is required of high priority fleets?

High priority and federal fleets may purchase either ZEVs or near-ZEVs, or a combination of ZEVs and near-ZEVs, until 2035. Starting in 2035, only ZEVs will meet the requirements. These fleets must initially submit a compliance report by February 1, 2024 and comply with the Model Year Schedule or may elect to use the optional ZEV Milestones Option to phase ZEVs into their California fleets.

Model Year Schedule: Fleets must purchase only ZEVs beginning 2024 and, starting January 1, 2025, must remove internal combustion engine vehicles at the end of their useful life, as specified in the regulation.

ZEV Milestones Option (Optional): Instead of the Model Year Schedule, fleet owners may elect to meet ZEV targets as a percentage of the total fleet starting with vehicle types that are most suitable for electrification.

ZEV Fleet Milestones:

Percentage of vehicles that must be ZEVs	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, pickup trucks, buses with three axles	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles	2030	2033	2036	2039	2042 and beyond

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APPLICATION FEE

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.

Mail application fee to:

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

CITY REVIEW

The City will evaluate 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.

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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SCHEDULE Q: INSURANCE REQUIREMENTS

Insurance Requirements for 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.

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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.
- F. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- G. 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

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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

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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 >>