



**RFP# 2004-101119**

**REQUEST FOR PROPOSALS FOR**  
**ON-CALL NUISANCE ABATEMENT SERVICES**

**FOR THE**  
**CITY OF HAYWARD**  
**CODE ENFORCEMENT DIVISION**  
**DEVELOPMENT SERVICES DEPARTMENT**

Proposals must be received no later than:

**WEDNESDAY, November 20, 2019 @ 3:00**

Deliver proposal to the office of:  
Maria G. Carrillo, Purchasing Manager  
[MARIA.CARRILLO@HAYWARD-CA.GOV](mailto:MARIA.CARRILLO@HAYWARD-CA.GOV)  
777 B Street (3<sup>rd</sup> Floor)  
Hayward, CA 94541

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# INVITATION FOR PROPOSALS

## Notice to Bidders

NOTICE IS HEREBY given that the City of Hayward is accepting proposals from qualified contractors to provide certain on-call public nuisance abatement services for the Development Services Department, Code Enforcement Division, as described within this Request for Proposals (RFP) throughout the City of Hayward. Contractors may bid on individual or multiple abatement services outlined in this RFP. Contractor shall furnish all labor, equipment, material, and supplies as may be required to properly perform the services which may include, but are not limited to:

- Weed Abatement
- Site Clean Up
- Debris Removal & Disposal
- Securing/Board up of vacant/abandoned/substandard structures

Each proposal shall be in accordance with the general provisions for purchase of work and services on file in the office of the Purchasing Department, 777 B Street, Hayward, CA 94541, where copies of said conditions and specifications may be inspected or obtained. All proposals must be in the format specified, enclosed in a sealed envelope and clearly identified with RFP title, number, company name and due date. Respondents will absorb all costs incurred in the preparation and presentation of their proposal.

## Proposer Inquires

All communication from responding vendors regarding this RFP must be in writing by email to [Maria.Carrillo@hayward-ca.gov](mailto:Maria.Carrillo@hayward-ca.gov) and copy to [Phillip.Nichols@hayward-ca.gov](mailto:Phillip.Nichols@hayward-ca.gov). **Communication by telephone or in person will not be accepted.** Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Council, or any employee of the City of Hayward with regards to acceptance of a proposal may lead to elimination of that vendor from further consideration.

## Last Day for Questions

The last day to submit questions is **Friday, November 8, 2019 at 11:00 am**. This will allow sufficient time for any addenda to be issued by the City to all bidders. All questions regarding this bid package must be submitted in writing via email and should be directed to Maria Carrillo, Purchasing Manager: [Maria.Carrillo@hayward-ca.gov](mailto:Maria.Carrillo@hayward-ca.gov) with a copy to Phillip Nichols, Code Enforcement Manager: [Phillip.Nichols@hayward-ca.gov](mailto:Phillip.Nichols@hayward-ca.gov).

## Addenda or Bulletins

Any addenda or bulletins issued during the time of bidding shall form a part of the information and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents. Initials of bidders on the bid form shall reflect receipt of all addenda prior to submittal of the bid.

## Proposal Due Date

Complete copy of each response must be received **before 3:30 p.m. on Wednesday, November 20, 2019**, at the address on the front cover of this RFP. Responses must not be sent by facsimile. Responses and their envelopes should be clearly marked with the name and address of the respondent and the project or program title. Proposals may be delivered electronically, via email to: [Maria.Carrillo@hayward-ca.gov](mailto:Maria.Carrillo@hayward-ca.gov) and copy to [Phillip.Nicohols@hayward-ca.gov](mailto:Phillip.Nicohols@hayward-ca.gov); **no later than Wednesday, November 20, 2019 @ 3:30 p.m.**, PST. It is the sole responsibility of the proposing agency to ensure that proposals are received prior to the closing time as late proposals will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

Late or incomplete submissions will not be accepted for consideration.

Maria Carrillo, Purchasing Manager  
Re: RFP 2004-101119 CE Nuisance Abatement Services  
City Hall – City of Hayward  
777 B Street, Hayward, CA 94541

**\*\*IT IS THE SOLE RESPONSIBILITY OF THE PROPOSING FIRM TO ENSURE THAT PROPOSALS ARE RECEIVED PRIOR TO THE CLOSING TIME AS LATE BIDS WILL NOT BE ACCEPTED.**

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## PROPOSAL TIMELINE

DATE	TASK
October 24, 2019	Public posting of RFP
November 8, 2019	RFP questions due
November 13, 2019	RFP questions and answers distributed
November 20, 2019	RFP responses due by 3:00PM PST
December 2-13 2019	Review of proposals
December 17, 2019	City Council approval of contract award

*The City reserves the right to amend this timeline at any time. Proposers will be notified of any changes to this timeline.*

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## BACKGROUND

Comprising 45.32 square miles, Hayward is an economically and ethnically diverse city of approximately 149,000 residents on the eastern edge of the San Francisco Bay. An aspiring regional center of retail, industrial and public activities, Hayward combines a hometown atmosphere, an ideal climate, cultural attractions, park and recreational facilities, with easy access to suppliers and customers throughout the Bay Area and beyond.

The City is known as the “Heart of the Bay” because of its central location in Alameda County – 25 miles southeast of San Francisco, 14 miles south of Oakland, 26 miles north of San Jose and 10 miles west of the valley communities surrounding Pleasanton. Serviced by an extensive network of freeways and bus lines, Hayward has two BART stations, an Amtrak station and its own Hayward Executive Airport, with easy access to San Francisco, Oakland, and San Jose international airports. The city also boasts easy access to the Port of Oakland, the fourth busiest container port in the United States.

By census figures, Hayward is the second most diverse city in the state of California, with large African American, Latino and Asian populations, among others. The percentage of residents who speak a primary language other than English (57.5%) is significantly higher than the state average (43.2%), and the percentage of residents with a bachelor’s degree or higher (23.6%) is below the Alameda County average. From 2007-2011, Hayward’s median household was \$62,115 and the median value of owner-occupied housing units was \$381,100.

Hayward has a long history as a center of commerce and trade. Home to a wide range of industries, Hayward has many key advantages. Early businesses, such as the Hunt Brother’s Cannery took advantage of the rich agricultural roots of the region. This rich history continues as Hayward is home to a wide variety of food manufacturing firms, which serve local, regional and even international markets. In addition, our central location has allowed the community to be a key site for life science, logistics, advanced manufacturing and retail uses. The largest private sector employers include Berkeley Farms, Gillig Corporation, Impax Laboratories, Manheim, Pentagon Technologies, Pepsi Bottling Company, and Sugar Bowl Bakery.

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## PROJECT OVERVIEW AND SCOPE

### Project Overview

The purpose of this RFP is to solicit and identify qualified contractors who can provide on-call nuisance abatement services. Nuisance Abatement Services include, but are not limited to, mowing, weed abatement, site clean-up, trash and debris removal, boarding and securing structures.

Selected contractors will be placed on the City’s List of Approved Abatement Contractors to provide on-call abatement services at the request of a designated City staff member. The basic hourly rate of these services shall be provided as part of the submitted proposal. As instances of abatement arise, the Contractor shall provide an abatement estimate based upon the proposed rates. The City, however, reserves the right to negotiate abatement services on an instance-by-instance basis as circumstances warrant. The scope of work and expectations for on-call services are set forth in following sections.

## Desired Scope of Services

### ***Desired Qualifications***

Contractors for Nuisance Abatement Services should possess the following qualifications:

- Contractor shall have the ability to provide services within 24 hours of a request from the City.
- Contractor shall have trained and qualified staff to perform the requested work in a professional manner.
- Contract shall furnish all vehicles and equipment necessary to complete the scope of work.
- Contractor shall have the equipment and ability to produce digital photographs of a job site before and after work is performed.
- Contractor must be able to provide proof of the minimum insurance requirements required by the City.

### ***Scope of Services***

The following services shall be provided to the City:

- Abatement of overgrown weeds or dead vegetation to include, but not limited to: dead or hazardous trees, high weeds and shrubs;
- Clean up and removal of trash and debris to include but not limited to: discarded metal, vehicle parts, appliances, waste oil, batteries or similar materials;
- Cleanup and removal of heavy construction or demolition materials, to include but not limited to: concrete, soil, metal rebar, wood and other miscellaneous construction debris;
- Emergency Structural Boarding: to include, but not limited to: structural boarding consistent with HUD specifications or local procedures. Use of wood boarding or alternative materials such as polycarbonate clear boarding, as directed on vacant or damaged structures.

As part of the scope of work, all removed materials are required to be safely transported and removed from nuisance properties to legal disposal and/or recycling site(s) within Alameda County with priority to any local facilities.

The firm selected (Contractor) shall be appropriately licensed under California Contractor License Law and will maintain such license throughout the duration of the service with the City of Hayward. The Contractor must comply with all applicable laws related to the transportation and disposal of waste. The term of the agreement will be one year with the option to extend the agreement annually up to two additional years at the discretion of the City.

Contractor shall have the ability to send/receive work orders, invoices, and documents. via electronic media. Electronic media shall be deemed to include, but is not limited to, email and fax. Email shall have the capacity of receiving and/or sending large document files, including photographs.

The firm(s) selected (Contractor(s)) shall be appropriately licensed under California Contractor License Law and will maintain such license throughout the duration of the service agreement with the City. The Contractor must comply with all applicable laws related to the transportation and disposal of waste. The term of the agreement will be one year with two, one-year renewals possible.

The firm selected (Contractor) shall be appropriately licensed under California Contractor License Law and will maintain such license throughout the duration of the service with the City of Hayward. The Contractor must comply with all applicable laws related to the transportation and disposal of waste. The length of the agreement will be one year with the option to extend the agreement annually up to two additional years.

If a contractor encounters problems with an argumentative or non-cooperative property owner or local designated agent, the contractor should call the Hayward Police Department at 911 or (510) 293-7000.

Failure to perform work as assigned, submittal of improper invoices, failure to conform to the requirements of any provision contained herein or in the work order, may result in termination at the discretion of the City.

Contractor shall furnish, at its own expense, all equipment and materials needed for abatement services including but not limited to:

- Mowers, weed trimmers, brush hogs, saw blades, chain saws, and loaders.
- Caution tape, orange fencing, framing materials, and other materials necessary to secure the site to ensure the health and safety of the public.
- Any other equipment and/or materials required to address each specific circumstance in a work order.

Prior to beginning any work order, contractor shall take digital color photographs of the work location. Photographs shall be taken in the manner prescribed by the City. The photographs shall be dated and time-stamped. The photographs shall include the property condition before the abatement showing grass/weed height, trash, junk and debris on property, tires, any unsecured openings to be secured, hanging dead tree limbs to be removed, standing dead trees to be removed, etc. **Failure to submit proper “before” photographs may result in termination of the Agreement.**

Contractor shall take digital color photographs of the work location after all work is completed, including loaded vehicles showing the trash/junk debris and that was removed. These photographs shall be dated, time-stamped and shall be submitted electronically by email to the City. **Failure to submit proper “after” photographs will result in termination of the Agreement.**

Contractor shall provide dated and time stamped digital photographs with all invoices and estimates, both prior and after completion of work. All costs associated with photography shall be the contractor's responsibility. The City must approve, in advance, any other source of media

## **1. Work Orders**

Contractor shall provide an itemized work estimate for any bid that exceeds \$1,000. If the estimate of the work specified in the bid varies more than 2 cubic yards from actual conditions, contractor shall contact the City to reconcile any differences, **prior to performing work.**

## **2. Notice to Abate Nuisance**

A Notice to Abate a Nuisance provided by the City is the primary authority for nuisance abatement. Contractor shall not perform any “Regular Abatement” work until a Notice to Abate Nuisance has been received. In the case of “Emergency Abatement”, the Notice to Abate a Nuisance will include a code case number, site address, and services requested, which shall be included on all correspondence and billing by the Contractor. If any discrepancy arises with any other documents during the execution of a work order (ie, property photographs and legal description on notice/map do not match, etc.), it is the

responsibility of contractor to contact the City **before work begins**. Failure to do so will result in the contractor absorbing all costs of the abatement on incorrectly designated property. Any ambiguity or conflict with other documentation shall be clarified prior to performing any work.

### **3. Execution of Work**

#### *Regular Abatement:*

Contractor will receive written or verbal notification from the City, requesting an estimate to perform specified work at a specified location. The estimate must be provided within 24 hours of the date of notification. Contractor shall not commence any work until a Notice to Abate Nuisance is issued by the City.

#### *Emergency Abatement:*

In emergency situations, Contractor may receive verbal notification by the City, followed up by a text message to proceed with service, as record of the City's authorization to proceed immediately. The City shall issue a Notice to Abate Nuisance as soon as possible to the Contractor for proper invoicing.

#### *Service Requirements:*

##### **a. Mowing**

Mowing is defined as the removal of tall grass, weeds, vegetation, small saplings, overgrowth and weed eating. All vegetation must be cut to a height of not more than three inches (3"). Trimming must match or be below the adjacent grass or structure.

Failure to rake, blow, and bag all leaves, trash and vegetation clippings will result in non-payment.

##### **b. Debris/Trash/Junk Removal**

All visible trash, junk, debris, and litter must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the City and in accordance with the work order.

Tree limbs, tree parts, fallen dead trees, bushes or brush less than 6 feet high, and/or on the ground, and/or in the right of ways, easements or in the site distance triangle, will be considered as trash, junk and debris.

##### **c. Securing**

All openings shall be secured in accordance with standards as provided by the Code Enforcement Division.

Because unsecured structures pose an immediate threat to the public, all securing work orders will be completed within 48 hours of receipt unless the City approves other arrangements. Work orders that include securing must be completed before a work order that does not include securing.

All wood must be cut with a circular saw. Chainsaws shall **NOT** be used.



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# PROPOSAL REQUIREMENTS AND INSTRUCTIONS

All requirements in this section are mandatory. The City reserves the right to waive any non-material variation. To ensure the fair and accurate consideration of all submissions, proposals **must** contain the following information.

## Cover Letter

The cover letter should not exceed one page in length and should summarize key elements of the proposal. The letter must designate a primary point of contact that is authorized to answer questions about the proposal. Please provide this person's name, title, address, phone number, email address, and qualifications for acting in this capacity. This executive summary must include the contact information of the individual authorized to represent your firm and any third parties who will work with you on the execution of projects. If you are using a third party, please list the roles each party will play in the overall delivery of the solution.

## References

Overall at least three (3) references must be provided, illustrating similar and relevant experience with services provided to organizations, communities or agencies, highlighting successfully completed abatement projects. Please include references of people, firms, or agencies that may be contacted to verify this experience. Please provide name, e-mail address, and phone number. References should be able to validate firm experience and project manager experience. Demonstrating successful experience with public agencies is highly desired.

## Description of Services

Please provide an outline of how your firm will provide the services outlined above.

## Cost

Provide an itemized schedule of charges for labor and expenses that you propose to charge the City for services, including basic fee structure and break-down of any other charges and hourly compensation rates related to your firm's proposal.

## Required City Forms

Complete and submit the following attached forms with your proposal:

- Non-Discriminatory Employment Practices Provision/ Affirmative Action Provision Statement
- Affirmation on non-involvement in development of production of nuclear weapons

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# SELECTION PROCESS AND CRITERIA

The City of Hayward will not award a contract based solely on price. The award will be in the best interest of the City and will be to a firm or firms whose overall proposal is rated as being in the City's best interest.

Staff will evaluate all responses to this RFP that meet the minimal submission requirements and deadline. Submittals that do not meet the requirements or deadline will **not** be considered. The City reserves the right to request additional information or materials from bidding parties if necessary, to determine the winning proposal.

Factors to be considered in the selection process include:

1. Quality & thoroughness of the proposal.
2. Experience and past performance in completing projects of a similar type, size and complexity.
3. References
4. Demonstrated capacity to deliver high-quality work within a preset timeline and budget.
5. Cost & budget proposal
6. A reasonable timeline based on general conditions and project objectives.
7. Any other considerations deemed pertinent by the City.

## Selection Process

A review committee will evaluate all responses to the RFP that meet the submittal requirements and deadline. Submittals that do not meet the requirement or deadline will not be considered. The review committee will rank the proposals and then may arrange for on-site interviews with staff if necessary.

The City reserves the right to request additional information or materials from bidding parties if necessary, to determine the winning proposal.

Likewise, the City reserves the right to accept or reject any or all proposals, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any informality in the proposals. The City of Hayward retains the right at its sole discretion to select a contractor.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

The City reserves the right to cancel or revise any section of this RFP prior to the date proposals are due including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified. The City also reserves the right to extend the date by which proposals are due.

The City will not pay costs incurred by the Proposer during this process. All costs shall be borne by the Proposer.

## Discretion and Liability Waiver

The City reserves the right to exercise discretion and apply its judgment with respect to any qualifications submitted.

The City reserves the right to reject any or all submittals, either in part or in their entirety, or to request and obtain, from one or more of the businesses submitting, supplementary information as may be necessary for City staff to analyze the qualifications pursuant to the contractor/consultant selection criteria contained herein.

The City may require contractors/consultants to participate in additional rounds of discussions, negotiations, or more refined submittals before the ultimate selection of a contractor/consultant is made. These rounds could encompass revisions of the submittal criteria in response to the nature and scope of the initial qualifications.

## Protest

Should any proposer question or protest the award of the contract, such question or protest must be furnished in writing to the Purchasing Manager within three (3) calendar days after the City notifies all proposers of its intent to award. Such submittal must fully explain the basis of the objection supported by all relevant information facts and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Questions or protests not furnished in writing as prescribed will not be accepted.

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## CITY'S RIGHTS RESERVED

The City reserves the right to select the proposal which in its sole judgment best meets the needs of the City. The lowest proposed cost will not be the sole criterion for recommending the contract award. The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest. The City reserves the right to retain all accepted proposals, including proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors.

The City reserves the right to request any supplementary information it deems necessary to evaluate proposer's experience or qualifications. This may include supplemental financial information, additional interview(s), and/or additional presentation by the proposer. The City reserves the right to reconsider any proposal submitted at any stage of the procurement. It also reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e., modules and components) until the final contract signing.

The City reserves the right to cancel, in part or in its entirety, this RFP, including, but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises this RFP, all proposers will be notified in writing by the City.

The City reserves the right to revise the RFP prior to the date that proposals are due. The City will communicate changes through addendum to this RFP. All registered proposers will be notified of revisions to the RFP.

The City reserves the right to extend the date by which the proposals are due.

## Rights and remedies in the event of default

If the bidder defaults, the City may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bonds, if any, or by suit against the bidder. The prices paid by the City shall be considered the prevailing market prices at the time such purchase is made.

## Transfer of interest

No interest in the contract shall be transferred to any other party without permission of the City.

## INSURANCE REQUIREMENTS

On or before beginning any of the services or work, the selected Contractor(s), at its own cost and expense, shall carry, maintain, and provide proof that is acceptable to the City, the insurance requirements specified below with insurers and under forms of insurance satisfactory in all respects to the City. All insurance required of the selected Contractor(s) shall also be obtained for any subcontractor.

## Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor hereby acknowledges the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract documents."

The Contractor shall take out and maintain during the life of the contract, Statutory Worker's Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000) for all its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out occurrences on the work.

## Proof of Carriage of Insurance

The contractor shall take out and maintain during the life of the Agreement all the insurance required by this section and shall annually submit certificates for review and approval by the City. Acceptance of the certificates shall not relieve the contractor of any of the insurance requirements, and shall not decrease the liability of the contractor. The City reserves the right to require the contractor to provide insurance policies for review by the City.

Contractor shall not commence work nor shall contractor allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by the City. Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the City stating date of cancellation or reduction. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."

Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice. Contractor shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including but not limited to loss, theft, fire, property damage, and glass breakage.

## Commercial General and Automobile Liability Insurance

The Contractor shall take out and maintain in the name of the Contractor and as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the City, and its officials, officers, directors, employees and agents from claims which may arise from operations under this contract, whether such operations be by the Contractor, by the City, its officials, officers, directors, employees and agents, any subcontractors or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Form Number CA0001 (Ed.1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include but not limited to protection against claims arising from bodily and personal injury and damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products and completed operations. The amounts of insurance shall not be less than the following:

- Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- Employer's Liability Insurance: \$1,000,000 per occurrence.

The following endorsements must be attached to the policy:

- *The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.*
- If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence".
- The policy must cover Personal Injury as well as Bodily Injury.
- The policy must cover complete contractual liability. Exclusions of contractual liability. Exclusions of contractual liability as to bodily injuries, personal properties and property damages. **MUST BE ELIMINATED** from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed \$10,000 without special approval of the City.

- A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the City will be called upon to contribute to a loss under this coverage.
- The policy must include a cross liability or severability of interest clause.
- Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.
- Notice of Cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least thirty (30) days prior written notice by certified mail.
- Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A:XI.
- The policy covers use of Non-owned Autos.

Should any insurance policy be materially changed before final completion of the work, and the Contractor fail to procure other insurance as herein required, immediately, the City may procure such insurance and deduct the cost thereof from any amounts due to the Contractor.

Insurance is to be placed with insurers acceptable to the City of Hayward's Legal Department.

## Loss or Damage

The Contractor shall take and assume all responsibility for the work. The Contractor shall bear all losses and damages which may occur to said work or any part or portion thereof and in connection therewith to persons and/or property, and shall fully indemnify the City from and against the same.

The Contractor, subject to the limitations of Civil Code Section 2782, shall assume the defense of and indemnify and save harmless the City, officers and employees from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Contractor, or any Subcontractors or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Contractor or any Subcontractors, or anyone directly or indirectly employed by either of them or arising in any way from the work called for by this contract, or any part of the premises.

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## ATTACHMENTS

Attachment I Non-Discriminatory Employment Practices Provision/Affirmative Action Provision Statement

Attachment II Affirmation of Non-Involvement in Development of Production of Nuclear Weapons

Attachment III Standard Professional Service Agreement

END OF PROPOSAL

# CITY OF HAYWARD

## NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

In the performance of this contract the contractor or subcontractor agrees as follows:

1. **AFFIRMATIVE ACTION - GENERAL.** The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay or other forms of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

2. **RECRUITMENT.**

(a) **Non-union employees.** Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising such source of employee referrals of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

(b) **Union employees.** Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, sex, age, or disability.

3. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and shall assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

4. **ACCESS TO RECORDS.** The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the Fair Employment Practices Commission of the State of California.

5. **COMPLIANCE REVIEW PROCEDURES.**

(a) The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

(b) The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager.

Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

6. **VIOLATIONS.** The City Manager shall deem a finding of willful violation of the Nondiscriminatory Employment Practices Provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgement, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

7. **REMEDIES FOR WILLFUL VIOLATION.** The contractor or subcontractor agrees that a finding of a willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or 1 percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

(REV. 11/5/92)





CITY OF  
**HAYWARD**  
HEART OF THE BAY

AFFIRMATION ON NON-INVOLVEMENT IN  
DEVELOPMENT OF PRODUCTION OF NUCLEAR WEAPONS

The undersigned hereby certifies:

- 1) That it understands that City of Hayward Ordinance No.87024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person which is knowingly or intentionally engaged in the development or production of nuclear weapons."
- 2) That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."
- 3) That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

\_\_\_\_\_  
Print/Type Company Name

\_\_\_\_\_  
Print/Type Official Name & Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Date

**PLEASE FAX TO (510) 583-3600**



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF HAYWARD AND  
(NAME OF Consultant)\_\_\_\_\_

THIS AGREEMENT, dated for convenience this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, is by and between **(name of consultant)**\_\_\_\_\_, a **[insert here a description of the capacity of the contractor such as a sole proprietorship, a California corporation, or a limited partnership]**\_\_\_\_\_, \_\_\_\_\_ ("Consultant") and the CITY OF HAYWARD, a public body of the State of California ("City");

RECITALS:

WHEREAS, Consultant is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Consultant and the City agree as follows:

AGREEMENT:

Scope of Service. Subject to the terms and conditions set forth in this agreement, Consultant shall provide to the City, the services described in Exhibit\_\_\_\_\_. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit \_\_\_\_\_.

Compensation. City hereby agrees to pay Consultant as provided in Exhibit . Total compensation for Consultant's services and expenses incurred pursuant to this agreement shall not exceed the sum of \$\_\_\_\_\_.

Effective Date and Term. The effective date of this agreement is \_\_\_\_\_] and it shall terminate no later than\_\_\_\_\_.

Independent Contractor Status. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.

Billings. Consultant shall submit monthly bills to the City describing its services and costs provided during the previous month. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's monthly bills shall include the following information to which such services or costs pertain: a brief description of services performed, the date the services were performed, the number of hours spent and by whom, and a brief description of any costs incurred, and the Consultant's signature. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided above.

Advice and Status Reporting. Consultant shall provide the City with timely advice of all significant developments arising during performance of its services hereunder orally or in writing.

Designation of Primary Provider of Services. This agreement contemplates the services of Consultant firm, **[Name, Name, and Name]**\_\_\_\_\_. The primary provider of the services called for by this agreement shall be **[insert here the name of the individual who will provide the services to the City]**\_\_\_\_\_, who shall not be replaced without the written consent of City's Director of Finance.

Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this agreement. In the event that City, in its sole discretion, at any time during the term of this agreement, desires the removal of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

Assignment and Subcontracting. It is recognized by the parties hereto that a substantial inducement to City for entering into this agreement was, and is, the professional reputation and competence of Consultant. Neither this agreement nor any interest therein may be assigned by Consultant without the prior written approval of City's Director of Finance. Consultant shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City's Director of Finance.

Insurance. On or before beginning any of the services or work called for by any term of this agreement, Consultant, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor.

- (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars. In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this agreement.
- (b) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims

arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence basis, and not on the basis of an accident or claims made.
- (iii) The insurance must cover personal injuries as well as bodily injuries. Any exclusion of contractual liability in personal injury provisions of the policy or any endorsement to it must be eliminated.
- (iv) The insurance must cover complete contractual liability. This may be provided by amending the definition of "incidental contract" to include any written agreement.
- (v) Any explosion, collapse, and underground property damage exclusion must be deleted.
- (vi) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
- (vii) The policy must contain a cross liability or severability of interests clause.
- (viii) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- (ix) Broad form property damage liability must be afforded. A deductible that does not exceed \$25,000 may be provided.

- (x) Insurance is to be placed with California- admitted insurers with a Best's rating of no less than A:VII.
  - (xi) Notice of cancellation or non-renewal must be received by City at least thirty days prior to such change.
- (c) Professional Liability. Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than one million dollars covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible shall not exceed \$100,000 per claim.
  - (ii) Notice of cancellation or non-renewal must be received by the City at least thirty days prior to such change.
  - (iii) If the professional liability coverages are written on an occurrence form, the policy must contain a cross liability or severability of interest clause.
  - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
    1. The retroactive date of the policy must be shown and must be before the date of the agreement.
    2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the agreement or the work.
    3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the agreement or the work.
    4. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.
- (d) Deductibles and Self-Insured Retentions. During the period covered by this agreement, upon express written authorization of City's City Attorney, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Consultant may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.
- (f) In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;
  - (ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;
  - (iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

Indemnification - Consultant's Responsibility.

- (a) It is understood and agreed that Consultant has the professional skills, experience, and knowledge necessary to perform the work agreed to be performed under this agreement, that City relies upon the professional skills of Consultant to do and perform Consultant's work in a skillful and professional manner, and Consultant thus agrees to so perform the work.
- (b) Acceptance by City of the work performed under this agreement does not operate as a release of said Consultant from such professional responsibility for the work performed. It is further understood and agreed that Consultant is apprised of the scope of the work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a fully competent manner.
- (c) Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold harmless City, and its officers, employees, agents, and volunteers, from and against all claims, demands, costs, or liability arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents during the performance this Agreement, or from any violation of any federal, state, or municipal law or ordinance to the extent caused, in whole or in part, by the negligence, reckless, or willful misconduct of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of City, its officers, employees, agents, and volunteers. It is understood that

the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and shall keep in effect at all times during the term of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

Nondiscriminatory Employment Practices. In the performance of this agreement, Consultant agrees to comply with the requirements of Hayward Municipal Code, Chapter 2, Article 7, Nondiscriminatory Employment Practices by City Contractors, a summary of which is attached hereto as Exhibit B.

Termination. This agreement may be cancelled at any time by the City for its convenience upon written notification to Consultant. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Consultant's delivery to the City of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this agreement.

Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Consultant:           (Consultant Name) \_\_\_\_\_  
                                      (Address) \_\_\_\_\_  
                                      \_\_\_\_\_

To the City:               City Manager  
                                      777 B Street, 4<sup>th</sup> Floor  
                                      Hayward, CA 94541-5007

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their completed

preparation. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as notes, preliminary reports, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

Amendments. This agreement may be modified or amended only by a written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement.

Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

Waiver. The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

No Third-party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Compliance with Laws. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States, the State of California, and the City Charter and Ordinances of City.

Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes and practices, including but not limited to Cal/OSHA regulations.

Controlling Law. This agreement and all matters relating to it shall be governed by the laws of the State of California.

Conflict of Interest. Consultant warrants and covenants that the **[principal]** provider(s) of services presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this agreement a violation

of any applicable state, local, or federal law. If any **[principal]** provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with the City's local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, **[principal]** provider of services shall promptly notify City of the existence of such conflict of interest so that the City may determine whether to terminate this agreement.

Nuclear Free Hayward. Consultant agrees to comply with the requirements imposed by Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." An executed copy of the Affirmation of Non-Involvement in the Development or Production of Nuclear Weapons is attached and made a part hereof.

Copyright. Upon City's request, Consultant shall execute appropriate documents to assign to the City the copyright to work created pursuant to this agreement. The issuance of a patent or copyright to Consultant or any other person shall not affect City's rights to the materials and records prepared or obtained in the performance of this agreement. City reserves a license to use such materials and records without restriction or limitation consistent with the intent of the original design, and City shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by City shall continue for a period of fifty years from the date of execution of this agreement unless extended by operation of law or otherwise.

Time is of the Essence. Consultant agrees to diligently prosecute the services to be provided under this agreement to completion and in accordance with any schedules specified herein. In the performance of this agreement, time is of the essence.

Whole Agreement. This agreement has twelve \_\_\_\_ pages excluding the exhibits described on its signature page. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Multiple Copies of Agreement. Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of City's City Clerk is the version of the agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, Consultant has executed this agreement, and the City, by its City Manager, who is authorized to do so, has executed this agreement.

Consultant

Dated: \_\_\_\_\_

By \_\_\_\_\_

Its

Dated: \_\_\_\_\_

By \_\_\_\_\_

City Manager



Attest: \_\_\_\_\_  
City Clerk

Approved as to form and procedure:

City Attorney \_\_\_\_\_

- Attachments: Exhibit A **[insert here the name of the first exhibit]**, consisting of [ ] pages.
- Exhibit B Hayward Municipal Code, Nondiscriminatory Employment Practices by City Contractors
- Exhibit C Affirmative of Non-Involvement in the Development or Production of Nuclear Weapons