



**HAYWARD**

**RFP # 2319-121922**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**PROFESSIONAL**  
**CONSULTING SERVICES FOR**  
**COMPREHENSIVE**  
**CLASSIFICATION AND**  
**COMPENSATION WORK**

**Human Resources Department**

Proposal must be received no later than:

**April 26, 2023 @ 3:30 PM**

Deliver proposal to the office of:  
Ian Tecson, Deputy Director of Human Resources  
[Ian.Tecson@hayward-ca.gov](mailto:Ian.Tecson@hayward-ca.gov)  
777 B Street (3<sup>rd</sup> Floor)  
Hayward, CA 94541

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Exhibits:

- Exhibit A – Authorized Agent Form
- Exhibit B – City of Hayward Professional Services Agreement – EXAMPLE
- Exhibit C – General Provision for Purchases of Goods or Services
- Exhibit D – Nondiscriminatory Employment Practices Provision
- Exhibit E – Affirmation on Non-Involvement in Development of Production of Nuclear Weapons
- Exhibit F – Survey Agencies
- Exhibit G – Sample Survey

## **INTRODUCTION**

The City of Hayward (City) requests proposals from qualified firms to provide comprehensive professional consulting services for all facets of classification and compensation work including, but not limited to, total compensation salary studies, classification studies, job audits, to review current City classification and compensation philosophy, to make recommendations for an updated classification and compensation philosophy, and to advise and assist the City in enacting a sustainable classification and compensation philosophy. These services are to be performed as they arise and in accordance with generally accepted human resources practices and standards. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarifications from firms submitting proposals, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates the firm's acceptance of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City.

There is no express or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP.

## **BACKGROUND**

Hayward is known as the "Heart of the Bay" because of its central and convenient 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 (Hayward and South Hayward), an Amtrak station, and the Hayward Executive Airport, with easy access to San Francisco, Oakland, and San Jose airports. It has approximately 154,507 residents.

The City of Hayward employs approximately 917 employees in a variety of positions ranging from administrative and professional staff to public safety. City leadership is committed to providing a labor friendly work environment and recognizing the value of its employees.

Additional information regarding the City of Hayward, including copies of Memoranda of Understanding (MOU) may be obtained at: <https://www.hayward-ca.gov/your-government/departments/human-resources/mous>

## **SCOPE OF SERVICES**

The following services may be required for all 296 +/- classifications on an as needed basis, as part of this project:

- Conduct total compensation salary surveys utilizing the City's comparator survey agencies; current comparator agencies are referenced in Exhibit E and may be adjusted during the scope of service at the City's discretion. The consultant will be expected to compile all data related to a total cash compensation and a total compensation survey in accordance with each applicable MOU utilizing appropriate comparator agencies and classifications and utilizing best classification and compensation practices to account for lack of available data.

Priority need will include a total compensation study of approximately eighty-eight (88) represented classifications listed throughout the Hayward Association of Management Employee (HAME), International Federation of Professional and Technical Engineers (IFPTE) Local 21, and Service Employee International Union (SEIU) MOUs.

*Final work product – Consultant to provide a table for each position with total cash compensation and total compensation (as defined below), divided into columns identifying each form of compensation offered and value for each identified position from each agency with a comparable position. The survey shall identify the market salary for the City position based on the survey results.*

*Total cash – Total cash includes: base salary; employer paid member contributions to retirement; car allowances; employer contributions to deferred compensation programs; employer contributions to VEBA; educational incentives; administrative leave; uniform allowance; sick and vacation leave.*

*Total compensation – Total compensation includes total cash in addition to employer provided benefits including but not limited to: medical, dental, vision, short and long-term disability insurance, life insurance, and other benefits the consultant recommends that are typical in the industry.*

- Conduct job audits to verify and validate information provided. This includes assisting in identifying where job classes are placed within the organizational hierarchy and if individuals within the classes are correctly identified.
- Review and make any necessary recommendations regarding the City’s current job descriptions and classification philosophy. Make recommendations for updates to the City’s overall classification philosophy. Prepare new job descriptions and update existing job descriptions at the City’s request.
- Analyze current pay grades and ranges and make recommendations for current or proposed positions based on classification and/or compensation surveys. Consultant to develop externally and internally equitable salary recommendations for job classifications.
- Identify potential salary compaction issues and recommend alternative solutions.
- Review the City’s current pay practices including, but not limited to, MOUs, rules, and charters to develop recommendations for an overall City pay philosophy.
- Assist and advise the City on best practices and recommend a sustainable maintenance process to adhere to its classification and compensation philosophy.
- In addition to providing any final work products detailed above, the Consultant must provide support to management at the executive level for the City and any of the various bargaining units to explain processes and answer questions related to the analysis as necessary.

## **SELECTION PROCESS**

A review committee will evaluate all responses to the RFP that meet the submittal requirements. The review committee will rank the proposals and arrange interviews with the finalists prior to selection. Each proposal shall be evaluated using the following criteria:

1. Proper submittal of ALL documentation as required by this proposal.
2. The greatest benefits to the City as it pertains to:
  - a. Related experience in the areas covered in the RFP.
  - b. Responsiveness of the proposal to the Scope of Work required.
  - c. Experience of the business and individual members of the business in accomplishing similar services.
  - d. Responses of the client references.
  - e. Ability and overall qualifications of professional personnel to be assigned to the City including reference checks, management techniques, achievements, and financial stability. Qualifications and experience of the Project Manager; availability and qualifications of support staff.
  - f. Organization of proposal and completeness of request.
  - g. Management approach
  - h. Compensation
  - i. Other information that may be required or secured.

At the City's discretion, the selection process may include interviews with the consultant firms, tentatively scheduled for the week of **May 8, 2023**. All vendors should prepare as though they will be selected to participate in the interviews. Notice of the interview may be made by phone with as little as 24-hour notice. At the City's discretion, more than one vendor may be selected to perform services covered by this Request for Proposal. If selected, the firm will be required to sign a professional services contract and provide evidence of insurance coverage.

## **MANDATORY CONTENT AND SEQUENCE OF PROPOSAL**

### I. Submission Requirements and Instructions

All bidder requirements in this section are mandatory. The City reserves the right to waive any non-material variation.

Submit one (1) original proposal package, under sealed envelope, by mail or hand-delivery to the address shown on the front. Each submission must be marked on the outside with the Company's name and the name of the project. Postmarks are NOT acceptable. In addition, please submit two electronic copies of your proposal on a thumb drive type device in PDF format.

### II. Proposal Outline and Content

- a. Assemble and submit each proposal in the order below with the required content/questions addressed. The order in which items are presented is important, as proposal evaluators will follow this order.

BIDS CONSIDERED RESPONSIVE WILL MINIMALLY ADDRESS EACH OF THE TOPICS AND SUB-TOPICS BELOW. ALL INFORMATION IN THE PROPOSAL MUST BE PRESENTED IN THE FOLLOWING SEQUENCE. THE CITY RESERVES THE RIGHT TO REJECT SUBMITTALS THAT DO NOT FOLLOW THE REQUESTED FORMAT:

- a. **Cover Sheet.** Submit the signed, completed cover sheet from this Request for Proposal.
- b. **Management Summary** (one page). Include a management summary that provides a statement of the vendor's understanding of the services required by the City and an overview of how the vendor would provide these services to the City. Vendors should emphasize why their proposal is best suited to meet the needs of the City of Hayward. An official authorized to make representations on behalf of the vendor must sign this summary.
- c. **Vendor Profile** (three pages excluding financial statement). Provide a Vendor Profile, which includes:
  1. An overview of the company including address, telephone, and fax numbers; whether company is a local, regional, or national firm; and areas of specialization.
  2. The length of time the vendor has been in business under the present name and structure, any other names under which the vendor has done business, dates it operated under each name, and the locations at which it operated under each name.
  3. An outline of the vendor's background and overall qualifications to conduct a comprehensive classification and/or compensation analysis.
  4. A statement that describes your experience creating a collaborative and inclusive approach that gets buy in from all stakeholders. Provide specific examples.
  5. The personnel to be used to complete the contract including the name of the vendor's principal who will be responsible for supervising this project as well as staff who will be assigned direct work on this project. Provide detailed qualifications, education, and work experience of vendor's staff and provide a narrative description of the work responsibilities of each.
- d. **Content of Proposals**
  1. Table of Contents – Include a clear identification of the written material by section and by page number.
  2. Response to Proposal – Specifically state the Respondent's understanding of the work to be accomplished and make a positive commitment to perform the work to include each section addressed in the Nature of Services Required.
  3. References - Include a reference list of at least three clients to whom the Respondent has provided services similar to those being proposed to the City. Describe the contract (the scope of work, length of contract, and dollar value for each reference). The list must include the following information:
    - i. Name of Client
    - ii. Date of Services
    - iii. Address
    - iv. Contact Person
    - v. Telephone Number
    - vi. Fax Number
    - vii. Email Address
  4. General Statement of Experience – Include a written, verifiable statement of experience in providing and managing similar services. If the Respondent does not possess experience similar to the services required, Respondent shall provide any pertinent information or experience that Respondent feels may qualify for consideration of award.

5. Operational Plan – Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Respondent. This description should fully and completely demonstrate the Respondent’s intended methods of servicing the requirements. Respondents are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.
- e. **Fee Structure** (one page)  
Submit a firm fixed price proposal to perform the complete services requested in the Nature of Services Required. Include description and detailed pricing structure.
    1. Submit the hourly billing rates of all personnel to be assigned to the project. This information will be used to negotiate modifications to work contained in the Nature of Services Required.
    2. Submit any other pricing/cost data necessary to carry out this project. Include justification for any data submitted.
    3. Billing policies and procedures.
  - f. **Insurance**  
Submit evidence of insurance on an ACORD or something substantially similar. The selected consulting firm (Consultant) shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work performed by the consulting firm, its agents, representatives, or employees.

**TENTATIVE SCHEDULE**

<b>Event</b>	<b>Date/Time</b>
Issue Date of Solicitation	March 30, 2023
Last Day for Questions	April 14, 2023 at 3:30pm
Responses to Questions	April 19, 2023
Deadline for Receipt of Proposal	April 26, 2023 at 3:30pm

**The following dates are tentative and subject to change:**

Review Period of Proposals	April 27 – May 5, 2023
Interviews (top finalist)	Tentatively week of May 8, 2023
Vendor Selection Date	May 17, 2023
Contract Negotiation/Development	May 18 – May 24, 2023



## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

No bid proposals shall receive consideration by the City of Hayward for RFP # 2319-121922 unless made in accordance with the following instructions:

It is the responsibility of the bidder to assure that the bid proposal is received at the City of Hayward prior to the bid-opening deadline date and time. Bids received beyond the bid-opening deadline will not be accepted and will be returned unopened. Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Conditions of this Invitation to Bid, will be rejected. By submitting a response, bidder acknowledges and accepts the General Conditions and all terms and conditions contained in this RFP.

All bid proposals must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp.

City of Hayward, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.

If no terms discount is to be offered, the terms portion of the bid form shall state "NET". Bid proposal modifications, corrections, or additions received beyond the bid deadline will NOT be considered. Telephone or facsimile bids will NOT be accepted.

By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the City of Hayward's standard terms and conditions.

## **DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals can be emailed to [Ian.Tecson@hayward-ca.gov](mailto:Ian.Tecson@hayward-ca.gov) or delivered to the Human Resources Department located at 777 B Street, Hayward, CA 94541 no later than **Wednesday, April 26, 2023 @ 3:30 p.m.** It is the sole responsibility of the bidder to see that their bid is received in proper time. Any bid received after the scheduled deadline for receipt of bids will be returned to the bidder unopened.

## **CONTACT**

Any administrative questions regarding bidding procedures should be directed to Stephanie Gutierrez, Purchasing Technician at [stephanie.gutierrez@hayward-ca.gov](mailto:stephanie.gutierrez@hayward-ca.gov)

## **LAST DAY FOR QUESTIONS**

The last day to submit questions regarding documents, discrepancies, omissions, or doubts as to meaning must be submitted in writing via email to [stephanie.gutierrez@hayward-ca.gov](mailto:stephanie.gutierrez@hayward-ca.gov) by **April 14, 2023 at 3:30 p.m.** This will allow sufficient time for any addenda to be issued by the City to all bidders.

## **MODIFICATIONS**

Changes in or additions to the Bid Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Bid Form which is not specifically called for in the contract documents may result in the rejection of the bid as not being responsive to the Bid. No oral or telephonic modification of any bid submitted will be considered.

## **WITHDRAWAL OF BID PROPOSALS**

Bid proposal may be withdrawn by the bidder prior to the time fixed for the opening of bids but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the City's consent or bidder's recourse to Public Contract Code sections 5100 et. seq.

## **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.

## **AWARD OF CONTRACT**

The City will evaluate proposals based upon the Contractor's proven ability to comply with the specifications contained herein, as well as price. In submitting a proposal, Contractor acknowledges that the City shall have the sole and final right to determine if a bid is in compliance with these specifications. The City will evaluate proposals and make an award to the firm whose proposal is in the best interest of the City.

The City reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner the City decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the City may require and to be the sole judge of selection process. The City also reserves the right to negotiate separately in any manner to serve the best interest of the City.

A written purchase order mailed or otherwise furnished to the successful bidder within time for acceptance specified, results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

## **BID PROTEST**

Should any bidder question or protest the award of the contract, such question or protest must be furnished in writing to the Purchasing Manager no later than three (3) working days following the date of the bid opening. 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.

## **REJECTION OF BIDS**

The City reserves the right to accept or reject any and all bids or any portion or combination thereof, or award on the basis of the total bid. The City of Hayward reserves the right to reject any and all bids, or to waive any informality or non-substantial irregularity in any bid.

## **EXECUTION OF CONTRACT**

The successful bidder shall, within seven (7) working days of receiving notification of award of the contract, must sign and deliver to the City the executed contract along with appropriate bonds and insurance, if required. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the City may award the work to the next responsible bidder or may reject all bids and call for new bids.

## **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.

## **GOVERNING LAW OR VENUE**

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County.

## **TRANSFER OF INTEREST**

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

## **WORKERS' COMPENSATION**

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to their 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.

## **INDEMNIFICATION**

The contractor has the entire responsibility for any and all injury to the public and to individuals. The contractor expressly agrees to indemnify, defend and hold the City, its City Council, managers and employees free and harmless from and against any and all loss, liability, expense, claims, cost, suits and damages including attorneys' fees arising out of contractor's operation or performance under this Agreement.

## **NON-APPROPRIATION OF FUNDS**

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the City fails to appropriate or allocate funds for future payments under the Agreement, City of Hayward will not be obligated to make any payments remaining unpaid beyond the fiscal period for which funds have been appropriate or allocated and either party hereto may terminate the Agreement as provided.

## **TERMINATION**

This Agreement may be terminated by City or Consultant at any time upon thirty (30) days written notice. In the event of termination, the Consultant shall be entitled to compensation for services performed to the effective date of termination, provided, however, that City may condition payment of such compensation upon delivery to the City by Consultant of any and all documents and materials prepared pursuant to this Agreement.

## **FAILURE TO PERFORM**

The City of Hayward, upon written notice to the Contractor, may immediately terminate this Contract should the Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, the City may proceed with the work in any reasonable manner it chooses. The cost to the City of completing the Contractor's performance shall be deducted from any sum due to the Contractor under this Contract, without prejudice to the City's rights to recover damages.

## **SUCCESSFUL BIDDER NOT AN AGENT OF THE CITY OF HAYWARD**

The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

## **PUBLIC RECORDS**

All responses to this RFP will become the property of the City. Once a final award is made, all bid responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act.

## **ATTORNEY'S FEES**

In the event suit is brought by either party in connection with this agreement, the prevailing party shall have judgment for court costs and a reasonable attorney's fee.

END OF PROPOSAL

## EXHIBITS

**\*THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE PROPOSAL FORM\***

THE REPRESENTATIVES MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY  
NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT  
FOR YOUR COMPANY.

SUBMITTED BY:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Authorized Agent)

NAME: \_\_\_\_\_  
(Please Print)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: If proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if bidder is an individual, the individual's signature shall be placed above.



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

# CITY OF HAYWARD

## GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

Exhibit C

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Successful Bidder" shall be construed to mean the Seller from whom work and services are purchased by the City. The work and services described in the accompanying Request for Quotation or Purchase Order hereinafter shall be designated as "The Work".

### 1.00 Legal Relations and Responsibilities

**1.01 Laws to be Observed:** The Bidder shall keep itself fully informed of all existing and future State and Federal laws, including O.S.H.A. standards, and all municipal ordinances and regulations of the City of Hayward which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

**1.02 Labor Discriminations:** No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

**1.03 Prevailing Wage:** The Successful Bidder hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the City of Hayward not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wage rates are on file in the office of the City Engineer and are available to any interested parties on request.

**1.03.1 Certified Payroll Records:** Bidder shall maintain certified payroll records as required by Section 1776 of the Labor Code. Copies of certified payroll records shall be provided to the City of Hayward within ten (10) days of written request by the City. Failure to provide copies of certified payroll within the time prescribed by statute shall result in imposition of monetary penalties or withholding of progress payments due under the contract.

**1.04 Permits and Licenses:** Any person doing business in the City of Hayward is required by Chapter 8, Section 1 of the Municipal code to pay a business license tax. The successful bidder shall have or procure a business license and, prior to initiation of work, show evidence thereof to the Revenue Department. The successful bidder shall, in addition, procure all permits, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of The Work.

**1.05 Encroachment Permit:** The Successful Bidder shall obtain and/or comply with any encroachment permits as set forth in the order.

**1.06 Patents:** The Successful Bidder shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

**1.07 Public Convenience and Safety:** Attention is directed to all applicable Sections of Chapter 7, Article 2, STREETS, "Disturbance of Streets," of the City of Hayward Municipal Code.

Traffic control procedures stated herein and traffic control standard plans shall be the MINIMUM accepted in the City of Hayward. Any variations shall be approved by the Engineer prior to use. In no way shall compliance with these specifications and standards relieve the Successful Bidder of any liability for claims or damages arising from his work.

All streets within the project limits shall remain open to traffic at all times during the construction period. Between the hours of 5:00 PM and 8:00 AM, all lanes remain open to traffic.

Adequate traffic warning and control devices shall be provided and maintained by the Successful Bidder during the construction period in accordance with the "State of California Manual of Warning Signs, Lights and Devices for Use In Performance of Work upon Highways" dated 1973. When inadequate traffic warning and control devices have been installed, the City shall provide whatever facilities are deemed necessary and will charge the Successful Bidder for the costs thereof as provided in Section 7, Article 2 of the Hayward Municipal Code.

Traffic control signs, (regulatory, warning or construction type) conforming to the State of California Standards, and any special-legend signs required, except "NO PARKING" signs, shall be furnished by the Successful Bidder as directed by the Engineer.

The Successful Bidder shall install and maintain all signs.

Any obstructions which will remain in the roadway after darkness MUST BE adequately outlined with barricades with flashers or delineators along with other warning devices. All barricades and delineators shall conform to State of California Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways.

Safe and convenient pedestrian access shall be provided at all times.

Flagmen are mandatory at locations where equipment is intermittently blocking a traffic lane or where only one lane is available for two-direction traffic. One flagman is required for each direction of traffic affected where only one lane is available for over 100 feet or when required by the Engineer. When less than 20 feet of street width is available for traffic, a flagman will be required. Flagman shall wear distinctive clothing, such as a RED jacket.

All work specified herein shall be considered to be at the Successful Bidder's expense.

**1.08 Responsibility for Damage:** The Successful Bidder shall take all responsibility for the Work, to any subcontractor, to the City, to City employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the City, or of parties designated in any purchase order provisions. Said Bidder shall assume the defense of and shall indemnify and hold harmless the City, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Successful Bidder or subcontractors from liability under this clause.

**1.09 Responsibility for Work:** Except as provided above, until the formal acceptance of The Work by the City, the Successful Bidder shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of The Work. The Successful Bidder shall rebuild, repair, and restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

**1.10 No Personal Liability:** Neither the City Council, officers, employees or agents of the City of Hayward, nor any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.**1.11 Responsibility of City:** The City of Hayward shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

**1.12 Successful Bidder Not an Agent of the City of Hayward:** The right of general supervision of the City of Hayward shall not make the Successful Bidder an agent of the City; and the liability of the Successful Bidder for all damages to persons or to

public or private property arising from the Successful Bidder's execution of The Work shall not be lessened because of such general supervision.

**1.13 Inspection and Payments Constitute No Waiver of Order Provisions:** Neither the Inspection by the City Engineer nor by an inspector or other City representative, nor any payment of money, nor acceptance of any part or whole of The Work by the City of Hayward or its agents shall operate as a waiver of any provision of the order.

**1.14 Insurance Requirements:** Successful Bidder shall promptly obtain, at the Bidder's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Successful Bidder's agent or broker to the City's Purchasing Division for review and approval by the City. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Bidders confer with their insurance carrier or broker to determine in advance of bid submission the availability of insurance coverage and endorsements as prescribed and provided herein. If an apparent successful bidder fails to comply with the insurance requirements, that Bidder may be disqualified.

(1) The Successful Bidder shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Bidder's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' 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 of occurrences on The Work.

(2) The Successful Bidder shall take out and maintain in the name of the Successful Bidder and the City as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the City, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Bidder, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Successful Bidder's, City's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

(a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(b) The policy must contain a Cross Liability or Severability of Interest Clause.

(c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.

(d) 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.

(e) Any failure to comply with reporting or other provisions of the policies including brochures of warranties shall not affect coverage provided to the City, its Officials, Officers, Directors, Employees, or Agents.

(f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.

(g) Cancellation, non-renewal or reduction in limits shall be sent to the City with at least 10 days prior written notice, by certified mail, return receipt requested.

(h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A:XI.

Successful Bidder shall not commence work until such insurance has been approved by the City. The Successful Bidder shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

**1.15 Disposal of Material Outside the Public Right of Way:** The Successful Bidder shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

**1.16 Preservation of Property:** Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

**1.17 Cooperation:** Should work be performed by other firms, within or adjacent to The Work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Successful Bidder shall cooperate with all such other firms or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

When two or more firms are employed on related or adjacent work, each shall conduct his operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each firm shall be responsible to the other for all damage to work, to persons or property caused to the other by his operations and for loss caused the other due to his unnecessary delays or failure to finish The Work within the time specified for completion.

**1.18 Assignment:** The performance of The Work may not be assigned except upon the written consent of the Purchasing Agent. Consent will not be given to any proposed assignment which would relieve the Successful Bidder or its surety of their responsibilities under the order. The Successful Bidder may assign monies due or to become due it under the order and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law. That any assignment of money shall be subject to all proper set-offs in favor of the City, and to all deductions provided for in the order, and particularly all money withheld, whether or not assigned, shall be subject to being used by the City for the completion of The Work, in event that the Successful Bidder should be in default therein.

**1.19 Time of Completion:** The Successful Bidder shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

**1.20 Care and Protection:** The Successful Bidder shall be entirely responsible for any damage to the City's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Successful Bidder when and as directed by the City's representative, and as required to place the property in as good condition as before the commencement of The Work.

**1.21 Nondiscriminatory Employment Practices:** 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 and other form 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, advertising said 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 sub contractor 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, ancestry, place of birth, sex, sexual orientation, 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 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 or such notice of intent.

(6) VIOLATIONS

The City Manager shall deem a finding of willful violation of the Nondiscrimination 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 or such notice or final judgment, 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 willful violation of the California State 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.

1.22 Acceptance and/or Rejection of Bids: The City reserves the right to reject any or all bids, or to accept separate items in a bid. In addition the City reserves the right to cancel a Request for Bids or an award at any time.

1.23 Waiving Minor Irregularities: The City may waive any minor irregularities in a bid or in the bidding process and make award accordingly.

1.24 Nuclear Affirmation Requirements: A purchase order has no force or effect until the person to which it is issued has on file with the City or executes and returns to the City of Hayward's Purchasing Manager an Affirmation Of Non-Involvement In Development Or Production Of Nuclear Weapons. City of Hayward Ordinance 87-024 C.S. defines "nuclear weapons" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei." The ordinance defines "person" as "any person, private corporation, institution or other entity."

1.25 Hazardous Material Requirements: The contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials

and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) The contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the contractor shall immediately notify the City and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been complete and all testing completed to determine if any asbestos fibers have been released.

(6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the contractor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(7) The contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

1.26 Recycled Materials: It is the policy of the City of Hayward to encourage the use

of recycled materials, reusable products, and products designed to be recycled. Contractors and suppliers shall use or provide such materials or products to the maximum extent practicable and allowable within the specifications prepared by the City, provided however, that the performance or operational effectiveness of the product or material is not detrimentally effected nor the health and safety of the citizens or employees of the City of Hayward negatively impacted by the use of such products or materials.

(REV. 01/31/13)



CITY OF HAYWARD  
NONDISCRIMINATORY EMPLOYMENT PRACTICES PROVISION

Exhibit D

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

## SPECIAL AFFIRMATIVE ACTION PROVISION FOR SUPPLY AND SERVICE CONTRACTS

In accordance with section 2-7.04 of the Hayward Municipal Code (HMC), this provision shall be included in every nonconstruction contract estimated by the City to equal or exceed \$10,000 annually, where the contract has a potential for more than one delivery on City request and the Contractor employs more than ten (10) persons, and for every other nonconstruction contract equal to or in excess of \$25,000 (whether paid in one sum upon delivery or completion, or paid periodically and such periodical payments are estimated by the City to total \$25,000 or more in one year) the following requirements must be met in addition to those set out in The City of Hayward Nondiscriminatory Employment Practices Provision (Sec. 2-7.02, HMC):

### 1. IN THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(a) The contractor that submits the apparent low bid shall, on behalf of itself and those of its subcontractors, if any, where the dollar amount of such subcontract exceeds \$10,000, furnish the City Manager such information concerning its employment practices and existing and projected work forces in the form and manner as may be requested by the City Manager.

(b) The contractor that submits the apparent low bid and each of its subcontractors, if any, where the dollar amount of such subcontract is \$10,000 or more, may be required to attend a conference with the City Manager at such time and place as may be fixed by the City Manager to determine whether the information earlier submitted shows compliance with the nondiscrimination requirements of this article.

In making such determination, the City Manager shall consider the following factors:

- (1) The size of the contractor's or subcontractor's existing work force;
- (2) The size of the anticipated work force necessary for the contractor or subcontractor to perform the contract or subcontract for or on behalf of the City;
- (3) The projected turnover, vacancies, or work force expansion that the contractor or subcontractor expects to occur during the term of the contract;
- (4) The specific plans of the contractor or subcontractor to recruit applicants for employment and to select, train, and promote employees hired to complete the contract with or on behalf of the City in like proportion to their numbers in the contractor's or subcontractor's typical, geographic labor market;
- (5) An analysis showing the projected work force that would be expected, after all necessary selection is completed, to perform the contract or subcontract with or on behalf of the City absent any discriminatory employment practices;
- (6) Any other qualitative or quantitative data which would assist the City Manager in determining the contractor's or subcontractor's commitment to meet the nondiscriminatory employment practices requirements of this contract.

(c) Following such conference, the apparent low bidder shall enter into a memorandum of understanding with the City in a form agreed to by such contractor and the City Manager, which memorandum of understanding shall set forth the measures that the contractor and its subcontractors who have attended the conference shall take in furthering and meeting its nondiscrimination employment practices commitment during the performance of the contract.

(d) In the event the apparent low bidder fails to submit the requested written information, appear at the conference, or enter into a

memorandum of understanding that is acceptable to the City Manager, the City Manager shall, after giving notice and an opportunity to respond to the apparent low bidder, contact the second lowest bidder for the purpose of conducting the procedure set out in subsections (a) through (c) herein.

### 2. IMPLEMENTING RULES AND REGULATIONS, ENFORCEMENT PROCEDURE, AND DELEGATION OF RESPONSIBILITY. (Sec. 2-7.05, HMC)

The City Manager shall promulgate all rules, regulations, and forms necessary to implement the provisions of this article. So far as is practical, such rules, regulations, and forms shall be similar to those adopted pursuant to federal Executive Order 11246 and the Fair Employment Practices Act of the State of California.

The City Manager shall monitor the performance of the contractors and subcontractors in their achievement of the nondiscriminatory employment practices requirements provided herein, conduct on-site inspection of their work forces and employment records and submit periodic reports on such performances to the City Council and Human Relations Commission for advisory review to the City Council regarding modifications of this article so as to ensure its effectiveness.

The City Manager shall designate a Contract Compliance Officer and may, at his discretion, delegate responsibility and authority for administering the provisions of this article to the Contract Compliance Officer and to such other officers or employees of the City as necessary for proper administration of this program.

### 3. EXEMPTIONS. (Sec. 2-7.06, HMC)

The following contracts are exempt from the provisions of this article:

- (a) Contracts with other governmental jurisdictions;
- (b) Contracts with manufacturers whose principal place of business is located outside the United States;
- (c) Contracts with the United States manufacturers whose principal place of business is located outside the State of California;
- (d) Contracts with any single or sole source supplier of any goods or service; and
- (e) Contracts resulting from exigent emergency requisitions where any delay in completion or performance of the contract would jeopardize the public health, safety, or welfare of the citizens of the City of Hayward, or where in the judgement of the City Manager the operational effectiveness of a significant City function would be significantly threatened if the contract were not entered into expeditiously.

### 4. CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246. (Sec. 2-7.07, HMC)

No provision of this article shall be construed to apply to any federally assisted construction contract entered into by the City that is subject to Executive Order 11246 or any order amending or superseding Executive Order 11246, the rules and regulations promulgated pursuant to said order, or the Federal Equal Employment Opportunity Bid Conditions for Alameda County.

### 5. OTHER REMEDIES. (Sec. 2-7.08, HMC)

The provisions of this article shall not be construed to prevent the City from pursuing and obtaining any remedy or relief as may be prescribed by law.

### 6. CONTACT

City of Hayward Purchasing and Contract Compliance Specialist, (510) 583-4802.



NONDISCRIMATORY EMPLOYMENT PRACTICES  
AND  
AFFIRMATIVE ACTION CERTIFICATION STATEMENT

The Respondent to a City of Hayward Request for Proposals/Request for Quotation hereby certifies that it is in compliance with all executive orders, federal and state laws regarding fair employment practices and nondiscrimination in employment.

1. That it shall demonstrate compliance with the requirements established in the Affirmative Action provisions (EEO) for supply and services contracts.
2. That it fully understands that the provisions contained in the City's special Affirmative Action provisions shall be considered a part of its contractual agreement with the City in the event of award of contract.
3. That it is in compliance with all executive orders, federal, state and local laws (including Hayward Municipal Code Chapter 2, Article 7) regarding fair employment practices and nondiscrimination in employment.

\_\_\_\_\_ (Print/Type Name of Company Official) \_\_\_\_\_ (Title)

\_\_\_\_\_ (Signature of Company Official) \_\_\_\_\_ (Date)

Name of Project: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address City/State/Zip

Telephone: ( \_\_\_ ) \_\_\_\_\_ ( \_\_\_ ) \_\_\_\_\_

Please check below as appropriate:

- Prime Contractor       Subcontractor       Professional Services  
 Supplier of Goods       Supplier of Services

DEPARTMENT OF FINANCE – PURCHASING DIVISION

777 B STREET, HAYWARD, CA 94541-5007  
TEL: 510/583-4800 • FAX 510/583-3600 • TDD: 510/583-3340



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

The undersigned hereby certifies:

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."

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."

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

Survey Agencies by MOU as of March 2023

	HAME	IFPTE, Local 21	SEIU, Local 1021 Clerical & Maintenance	Local 1909 (Firefighters & Fire Officers)	HPO	HPMU
Survey Agencies	City of Alameda City of Berkeley City of Daly City City of Fremont City of Palo Alto City of Redwood City City of Sunnyvale City of San Leandro City of Santa Clara City of San Mateo	City of Alameda City of Berkeley City of Daly City City of Fremont City of Palo Alto City of Redwood City City of Sunnyvale City of San Leandro City of Santa Clara City of San Mateo	City of Alameda City of Berkeley City of Daly City City of Fremont City of Palo Alto City of Redwood City City of Sunnyvale City of San Leandro City of Santa Clara City of San Mateo  For classifications in the Police Department that return fewer than three (3) comparable classifications using the ten (10) agencies listed above, the parties agree to include the following jurisdictions:  - City of San Ramon - City of Oakland - Santa Clara County - Alameda County	City of Alameda City of Berkeley City of Daly City City of Fremont City of Hayward City of Palo Alto City of Richmond City of San Leandro City of San Leandro (Alameda County Fire Department) City of San Mateo City of Santa Clara City of Vallejo	City of Alameda City of Berkeley City of Daly City City of Fremont City of Palo Alto City of Richmond City of San Leandro City of San Mateo City of Santa Clara City of Vallejo	City of Alameda City of Berkeley City of Daly City City of Fremont City of Palo Alto City of Richmond City of San Leandro City of San Mateo City of Santa Clara City of Vallejo

Survey Agencies by MOU as of March 2023 – Special Districts

In addition to the aforementioned survey agencies, the following special districts apply:

	HAME	IFPTE, Local 21	SEIU, Local 1021 Clerical & Maintenance
Special Districts	<p>Alameda County Water District Dublin-San Ramon Services District Oro Loma Sanitary District Union Sanitary District</p> <p>For the following classifications only:</p> <ul style="list-style-type: none"> <li>- Laboratory Supervisor</li> <li>- Senior Utilities Engineer</li> <li>- Utilities Field Services Supervisor</li> <li>- Utilities Operations and Maintenance Manager</li> <li>- Utilities Operations and Maintenance Supervisor</li> <li>- Utilities Engineer Manager</li> <li>- Wastewater Collections System Supervisor</li> <li>- Water Pollution Control Facility Maintenance Supervisor</li> <li>- Water Pollution Control Facility Manager</li> <li>- Water Pollution Control Facility Operations Supervisor</li> <li>- Water Resources Manager</li> </ul>	<p>Alameda County Water District Dublin-San Ramon Services District Oro Loma Sanitary District Union Sanitary District</p> <p>For the following classification only:</p> <ul style="list-style-type: none"> <li>- Assistant Civil Engineer</li> <li>- Associate Civil Engineer</li> <li>- Senior Construction Engineer</li> <li>- Construction Inspector</li> <li>- Senior Water Pollution Source Control Inspector</li> <li>- Chemist</li> <li>- Laboratory Technician</li> </ul>	<p>Alameda County Water District Dublin-San Ramon Services District Oro Loma Sanitary District Union Sanitary District</p> <p>For the following classification only:</p> <ul style="list-style-type: none"> <li>- Backflow/Cross Connection Tester</li> <li>- Cross Connection Control Specialist</li> <li>- Senior Utility Customer Service Leader</li> <li>- Senior Utility Leader</li> <li>- Senior Utility Leader - Sewer</li> <li>- Senior Utility Service Representative</li> <li>- Utilities Maintenance Mechanic</li> <li>- Utilities Service Worker</li> <li>- Groundskeeper II</li> <li>- Electrician II</li> <li>- Facilities Carpenter II</li> <li>- Utility Leader</li> <li>- Utility Leader - Sewer</li> <li>- Utility Worker</li> <li>- Utility Worker - Sewer</li> <li>- Water Meter Mechanic</li> <li>- Customer Field Technician</li> <li>- WPCF Lead Operator</li> <li>- WPCF Operator</li> <li>- Maintenance Worker</li> <li>- Facilities Serviceworker II</li> <li>- Facilities Painter II</li> </ul>

**SAMPLE SURVEY**

City of Hayward - Market Compensation Data (sorted by Top Monthly Salary)  
December 2020

City Building Official								
Rank	Comparator Agency	Classification Title	Top Step	Benefits Package	Total Monthly Comp	Salary Effective Date	Next Salary Increase	Next Percentage Increase
1	City of Santa Clara	Building Official	\$ 19,533	\$ 6,806	\$ 26,339	5/17/2020	unknown	unknown
2	City of Palo Alto	Chief Building Official	\$ 16,883	\$ 5,177	\$ 22,059	7/6/2019	unknown	unknown
3	City of Fremont	Building Official	\$ 16,062	\$ 5,800	\$ 21,861	6/21/2020	unknown	unknown
4	City of Berkeley	Building and Safety Manager	\$ 15,683	\$ 6,387	\$ 22,069	10/20/2019	unknown	unknown
5	City of Redwood City	Community Development Services Manager-Building	\$ 15,299	\$ 4,530	\$ 19,829	7/6/2020	unknown	unknown
6	City of Sunnyvale	Chief Building Official	\$ 14,946	\$ 7,709	\$ 22,654	7/12/2020	7/11/2021	3.00%
7	City of San Mateo	Building Official	\$ 14,621	\$ 6,010	\$ 20,631	4/5/2020	4/4/2021	2.00%
8	City of Alameda	Building Official	\$ 14,365	\$ 4,510	\$ 18,876	1/1/2021	1/1/2022	1.00%
9	City of Hayward	City Building Official	\$ 14,356	\$ 4,722	\$ 19,078	1/1/2021	unknown	unknown
10	City of San Leandro	Chief Building Official	\$ 14,019	\$ 5,341	\$ 19,360	1/1/2020	unknown	unknown
11	City of Daly City	Chief Building Division Supervisor	\$ 13,144	\$ 4,533	\$ 17,676	4/13/2020	unknown	unknown

Summary Results	Top Monthly	Total Monthly
Average of Comparators	\$ 15,455	\$ 21,136
% City of Hayward Above/Below	-7.7%	-10.8%
Median of Comparators	\$ 15,122	\$ 21,246
% City of Hayward Above/Below	-5.3%	-11.4%
Number of Matches	10	10

N/C - Non Comparator