

CONTRACT SERVICES AGREEMENT

This Agreement, made this _____ day of _____, 2018, by and between the East Bay Dischargers Authority, hereinafter referred to as "AUTHORITY" and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, AUTHORITY is a Joint Powers Agency whose purpose is to provide for the disposal of the wastewater from each member agency; and

WHEREAS, AUTHORITY'S member agencies are: the City of Hayward, a municipal corporation; the City of San Leandro, a municipal corporation; Castro Valley Sanitary District, a public corporation; Oro Loma Sanitary District, a public corporation; and Union Sanitary District, a public corporation; and

WHEREAS, CONTRACTOR affirms that it has the requisite skills and knowledge to perform the services required hereunder;

NOW, THEREFORE, the parties agree as follows:

- (1) That the CONTRACTOR shall perform the services as set forth in Exhibit A attached hereto and made a part hereof as though fully set forth herein.
- (2) The parties agree that the CONTRACTOR in performing said services shall do so as an independent contractor and not as an employee or agent of the AUTHORITY; that CONTRACTOR shall have control of his work and the manner in which it is to be performed; that the AUTHORITY is interested only in the results achieved by CONTRACTOR, and that CONTRACTOR shall be in control of the means by which he achieves that result. CONTRACTOR will adhere to professional standards in a manner consistent with generally accepted procedures for said services. Since CONTRACTOR is not to be considered an employee or agent of AUTHORITY, said CONTRACTOR shall not participate in any benefits that AUTHORITY provides for its employees. CONTRACTOR shall provide experienced and qualified personnel to carry out the work to be performed by him under this Agreement and shall be responsible for and in full control of the work of such personnel, and shall not subcontract, hire, employ, or retain any other consultant to perform any portion of said services without approval of the General Manager of AUTHORITY.
- (3) The term of this Agreement and the compensation to be paid CONTRACTOR is set forth in Exhibit B attached hereto and made a part hereof as though fully set forth herein.
- (4) Liability: CONTRACTOR shall take all precautions necessary for the safety and prevention of damage to the property of AUTHORITY and for the safety and prevention of injury to persons, including AUTHORITY'S employees, and third persons,

Contract Services Agreement
(Contractor Name)

or adjacent to, the premises of the AUTHORITY at and on, or adjacent to, any work site. All work shall be performed entirely at CONTRACTOR'S risk.

(5) Insurance: CONTRACTOR shall provide and maintain at all times during the performance of this AGREEMENT the following:

- A. Workers' Compensation and Employer's Liability Insurance
CONTRACTOR agrees to carry Workers' Compensation and Employer's Liability Insurance for protection of CONTRACTOR'S employees as required by law and as will protect CONTRACTOR from loss or damage because of personal injuries, including death to any of the CONTRACTOR's employees. Liability limits shall not be less than \$1,000,000 per accident.

- B. Comprehensive Automobile Liability Insurance
CONTRACTOR agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability. This policy shall protect CONTRACTOR against all liability arising out of the use of owned or leased automobiles both passenger and commercial. Limits of said insurance shall not be less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage.

- C. Comprehensive General Liability Insurance
CONTRACTOR agrees to carry Comprehensive General Liability Insurance to protect CONTRACTOR and AUTHORITY from any and all claims for damages or personal injuries, including death, which may be suffered by persons, or for damages to or destruction to the property of others which may arise from the CONTRACTOR operations under this AGREEMENT, which insurance shall name the AUTHORITY as additional insured, and said policy shall cover the indemnity provisions under this AGREEMENT; said insurance shall provide a minimum of \$1,000,000 Combined Single Limit coverage for personal injury, bodily injury, and property damage for each occurrence and \$2,000,000 aggregate. Such insurance will insure CONTRACTOR and AUTHORITY from any and all claims arising from the following:
 - 1. Personal injury;
 - 2. Bodily injury;
 - 3. Property damage;
 - 4. Automobiles, trucks, and other vehicles and equipment (owned, not owned, or hired, licensed or unlicensed for road use);
 - 5. Broad form property damage;
 - 6. Independent contractors;
 - 7. Blanket contractual liability,

- D. Professional Liability (Errors and Omissions) Insurance
CONTRACTOR agrees to carry Errors and Omissions Insurance with limits not less than \$1,000,000 each claim and \$2,000,000 aggregate with respect to negligent acts, errors or omissions, and any deductible not to exceed \$100,000 each.
- E. Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies shall be endorsed to provide the following:
1. Name as Additional Insured East Bay Dischargers Authority, its Commissioners, Officers, Agents, and Employees.
 2. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this AGREEMENT, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- F. CONTRACTOR agrees to maintain such insurance at CONTRACTOR's expense in full force and effect in a company or companies satisfactory to the AUTHORITY. All coverage shall remain in effect until completion of the AGREEMENT.
- G. CONTRACTOR shall furnish the AUTHORITY with Certificate(s) of Insurance issued by CONTRACTOR's insurance carrier(s) and countersigned by an authorized agent or representative of the insurance company. The Certificate shall show that the insurance will not be canceled, altered, or reduced without thirty (30) days' prior written notice to the AUTHORITY. The Certificate shall name the AUTHORITY as the Certificate Holder.
- H. The Certificate(s) of Insurance shall be included as part of this AGREEMENT as EXHIBIT C, Certificate(s) of Insurance.
- I. Approval of insurance by AUTHORITY shall not relieve or decrease the liability of CONTRACTOR.
- J. This AGREEMENT shall terminate immediately, without notice to CONTRACTOR, upon any lapse of required insurance coverage.

(6) Indemnification:

- A. CONTRACTOR shall defend and indemnify AUTHORITY from and against legal liability for damages arising out of performance of the services for AUTHORITY where such liability is caused by the negligent act, error, or omission of CONTRACTOR or any person

or organization for whom CONTRACTOR is legally liable. This shall apply to all subcontractors to the CONTRACTOR.

- B. CONTRACTOR shall indemnify AUTHORITY against legal liability for damages arising out of claims by CONTRACTOR's employees. AUTHORITY shall indemnify CONTRACTOR against legal liability for damages arising out of claims by AUTHORITY employees.

(7) Power to Terminate: Both parties to this Agreement shall have power to terminate this Agreement immediately following the completion of each year's audit report upon giving the other party (30) days written notice of said party's intention to terminate. Upon termination, provided CONTRACTOR has performed satisfactorily under the terms of this Agreement, the CONTRACTOR shall be paid for his work which has been performed to the date of termination.

(8) Notices: All notices provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, and addressed to the respective parties as follows:

AUTHORITY: Jacqueline T. Zipkin, General
Manager East Bay Dischargers
Authority
2651 Grant Avenue
San Lorenzo, CA 94580-1841

CONTRACTOR: Name
Address
City, State

or at such other addresses as may in writing be designated by the AUTHORITY or CONTRACTOR respectively, and delivered to the other party hereto.

(9) Ownership of Documents and Work Product: All files, reports, data, drawings, studies and all other documents that have been drafted, assembled, compiled, or obtained by CONTRACTOR during the performance of his duties pursuant to this Agreement shall constitute a property of the CONTRACTOR. Said documents shall be retained for at least three (3) years and shall be available for examination by the AUTHORITY, representatives of Federal, State, and/or County Governments, and other individuals designated by AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

APPROVED AS TO FORM:

EAST BAY DISCHARGERS AUTHORITY

By: _

Eric Casher
Authority Legal Counsel

By: _

Jacqueline T. Zipkin
General Manager

Company Name:

By:

Name
Title

EXHIBIT A

Exhibit B

Fee Schedule

1. Term

The term of the agreement shall begin on _____ and shall end no later than _____.

2. Compensation for Financial Audit

Compensation for services required to be performed pursuant to this Agreement for the work shall be based on the estimated time by the CONTRACTOR to complete the work at the CONTRACTOR's standard hourly rates. The estimated number of hours and rate per hour for each CONTRACTOR Classification is as follows:

CONTRACTOR CLASSIFICATION	HOURS	HOURLY RATE

The undersigned agrees to perform the work specified at a total cost not to exceed \$ _____.

The maximum fee is based on estimated staff hours at the CONTRACTOR'S standard hourly rates, to perform all services described herein for the work specified plus support costs of reproduction, computer, etc. Fees are based on a maximum not-to-exceed amount, however, should hours be less than those estimated, the total fee will be reduced accordingly.

Exhibit C

Certificates of Insurance

To Be Provided By Contractor