



**DELTA DIABLO**  
2500 Pittsburg-Antioch Highway, Antioch, CA 94509  
**GENERAL SERVICES CONTRACT**

**TYPE OF SERVICES:**

THIS CONTRACT SHALL BE BINDING ON THE DISTRICT ONLY IF IT IS SIGNED BY AN AUTHORIZED DESIGNEE

This Contract (“Contract”) is made by and between Delta Diablo, a sanitation district formed under the County Sanitation District Act, (“District”) and \_\_\_\_\_ (“Contractor”). The District and the Contractor are sometimes referred to together as the “Parties,” and each as a “Party.” The Parties agree as follows:

CONTRACTOR INFORMATION

**Full Business Name:**

**Address:**

**City, State, ZIP:** \_\_\_\_\_,

**Business Telephone:**

**Business Fax:**

**Email:**

**Federal Tax Identification Number (“TIN”):**

**Contractor Contact/Title:**

**District Contact/Title:**

**Contractor certifies under penalty of perjury that Contractor is a**

- Sole Proprietor    
  Corporation    
  Limited Liability Company  
 Partnership    
  Nonprofit Corporation    
  Government Agency    
 Other  
 [describe: \_\_\_\_\_ ]

**CONTRACT GENERAL TERMS**

**Effective Date:**

**Expiration Date:**

**Payment Limit: \$**

Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided above by Contractor.

- 1. Scope of Services.** District hereby contracts with Contractor, and Contractor accepts such, to perform the services as described in Appendix B (Scope of Services), upon the terms and in consideration of the payments stated herein. If the District requires the Scope of Services to be performed by specific Contractor personnel, the names and titles of those persons will be included in the Scope of Services, and the Contractor shall ensure that those identified persons perform the Scope of Services in accordance with the terms of this Contract.
- 2. Report Disclosure Section.** The requirements of this section only apply if the Payment Limit of this Contract exceeds \$5,000. Pursuant to Government Code Section 7550,



Contractor shall include in all documents or written reports completed and submitted to District in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. If multiple documents or written reports are the subject or product of this Contract, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

3. **Insurance.** Contractor may not commence performing services under this Contract until Contractor has furnished evidence of the insurance prescribed in Appendix A (Insurance Requirements for Contractor) and Contractor may not continue to perform any services under this Contract if the insurance required herein is no longer in effect.
4. **Payment Provisions.** District shall pay Contractor for services performed under this Contract at the rates shown in Appendix C (Rate Sheet & Budget), which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, District shall reimburse those incidental expenses specifically itemized in Appendix C, provided that Contractor submits copies of receipts and, if applicable, a detailed mileage log to the District. In no event may the total amount paid to Contractor exceed the Payment Limit specified on page 1, **Payment Limit**, without District's prior written approval.
  - a. **Billing Statements.** Contractor shall submit billing statements in the manner and form prescribed by the District detailing the services performed and listing, for each item of service, the employee categories, hours, and rates. Except as otherwise provided in Appendix B or Appendix C, Contractor shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) - (d) below, District will endeavor to pay Contractor within 30 days after receipt of each statement.
  - b. **Documentation.** When requested by District, Contractor shall furnish progress reports with each billing statement at no additional charge. Contractor shall include sufficient detail in each progress report, and shall furnish to the District whatever additional information is necessary, to enable the District to determine whether Contractor is performing all tasks described in Appendix B pursuant to the schedule set forth in that appendix.
  - c. **Penalty for Late Submission.** If District is unable to obtain reimbursement from the state or federal government as a result of Contractor's failure to submit to District a timely billing statement as set forth above, District will not be obligated to pay Contractor for the services included in the late billing statement.
  - d. **Right to Withhold.** District may withhold payment to Contractor following written notice to Contractor that: (i) Contractor has failed to fully perform its obligations under this Contract (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Contractor has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its services or records; or (iii) Contractor has failed to sufficiently itemize or document its billing statement.

- e. **Audit Exceptions.** Contractor accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate District, county, state, or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay District the full amount of District's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Contractor's failure to properly perform any of its obligations under this Contract.
5. **Time for Completion.** Unless an earlier deadline is specified in Appendix B, Contractor shall complete all services covered by this Contract no later than the Expiration Date set forth above. Notwithstanding the foregoing, to the extent that Appendix B provides for the phasing of services, Contractor shall complete all services for each phase by the phasing deadlines stated in Appendix B.
  6. **Termination and Suspension.**
    - a. The District's General Manager, at its sole discretion, may terminate this contract immediately, for any reason or for no reason at all, by providing written notice to the Contractor.
    - b. The Contractor, at its sole discretion, may terminate this Contract, for any reason or for no reason at all, by giving the District's General Manager at least 30 days' advance written notice of the termination date. Unless directed otherwise in writing by the District's General Manager, the Contractor shall continue performing services under this Contract through the termination date.
    - c. The District's General Manager may require the Contractor to immediately suspend its performance of services under this Contract by providing the Contractor written notice of suspension. Following receipt of a suspension notice, the Contractor shall cease performing services under this Contract, in accordance with the suspension notice. The Contractor shall not resume performing services under this Contract until the Contractor receives written direction from District's General Manager to resume performing services.
    - d. If this Contract is terminated or suspended, the Contractor shall immediately deliver to the District all materials and records prepared or obtained in the performance of this Contract. The District will pay the Contractor for services performed through the termination or suspension date in accordance with Section 4 of this Contract. The requirements of this Section 6(d) shall survive the termination of this Contract.
  7. **Record Retention and Auditing.** Except for materials and records delivered to District, Contractor shall retain all materials and records prepared or obtained in the performance of this Contract, including financial records, for a period of at least five years after Contractor's receipt of the final payment under this Contract. Upon request by District, Contractor shall promptly make such materials and records available to authorized representatives of District, the State of California, and the United States Government, at no additional charge and without restriction or limitation on their use. The requirements of this Section 7 shall survive the expiration or termination of this Contract.



8. **Independent Contractor Status.** The Parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the services and the manner in which they are performed. This Contract is not intended and may not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture or association.
9. **Breach.** If Contractor fails to perform any of the services described in this Contract in the manner and time frame set forth in Appendix B, or if Contractor otherwise breaches this Contract, District may pursue all remedies provided by law or equity. Disputes relating to the performance of this Contract are not subject to non-judicial arbitration.
10. **Compliance with Laws.** In performing this Contract, Contractor shall comply with all applicable laws, statutes, ordinances, rules, and regulations, now in effect or as may be revised or adopted during the term of this Contract, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours, and conditions of employment, including nondiscrimination.
11. **Subcontract and Assignment.** Contractor may not assign or transfer this Contract, in whole or in part, whether voluntarily, by operation of law, or otherwise, without the advance written consent of District, which shall have sole discretion to provide that consent; provided, however, Contractor may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Contractor does not have the faculties to perform so long as Contractor obtains District's written consent to such subcontracting prior to execution of this Contract. District may withhold consent to any proposed subcontract in its sole and absolute discretion. Any purported assignment, transfer, or subcontract that does not comply with the terms hereof is void.
12. **Works Made for Hire.** All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled, or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for District, and Contractor unconditionally and irrevocably transfers and assigns to District all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without District's prior express written consent. If any of the works made for hire is subject to copyright protection, District reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, District reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. This Section 12 shall survive the termination or expiration of this Contract.
13. **Indemnification.** Contractor shall indemnify, protect, defend, and hold harmless District, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of any administrative or quasi-judicial proceedings, (collectively, "Liabilities") that arise out of, pertain to, or relate to, or are connected with, directly or indirectly, in whole or in part, the negligence, recklessness, or

willful misconduct of Contractor, its officers, employees, agents, consultants, subcontractors, or any persons under its direction or control. If requested by District, Contractor shall defend any such suits at its sole cost and expense. If District elects to provide its own defense, Contractor shall reimburse District for any expenditures, including reasonable attorneys' fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of District or any other person; provided, however, that Contractor will not be required to indemnify District for the proportion of Liabilities a court determines is attributable to the sole negligence or sole willful misconduct of District, its officers and employees. This Section 13 shall survive the termination or expiration of this Contract.

14. **Endorsements.** Contractor may not, in its capacity as a Contractor with District, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of District's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of District's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of District. Notwithstanding the foregoing, Contractor may express its views on products to other Contractors, to District's governing body or its officers, or to others who may be authorized by District's governing body or by law to receive such views.
15. **Inspection.** Authorized representatives of District, the State of California, and the United States Government may monitor, inspect, review, and audit Contractor's performance, place of business, and records pertaining to this Contract. This Section 15 shall survive the termination or expiration of this Contract.
16. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, Contractor will employ no person having any such interest. If requested to do so by District, Contractor shall complete a "Statement of Economic Interest" form and deliver it to District and shall require any other person performing services under this Contract to complete a "Statement of Economic Interest" form and deliver it to the District. In addition to any indemnity provided by Contractor in this Contract, Contractor shall indemnify, defend, and hold District harmless from any and all claims, investigations, liabilities, and damages resulting from or related to any and all alleged conflicts interest. Contractor's indemnity and defense obligations under this Section 16 shall survive the expiration or termination of this Contract.
17. **Nondiscrimination.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, or as otherwise provided by law, and that none will be used, in whole or in part, for religious worship.



18. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will continue to be purchased by District under a new contract following expiration or termination of this Contract.
19. **Notices.** All notices under this Contract must be in writing, and, except as otherwise provided in Appendix B, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the Parties at the addresses designated above, unless changed by written notice to the other Party. Contractor shall address all notices to District to District's General Manager. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to District is the date of receipt by the District.
20. **Amendments.**
- a. General Amendments. This Contract may be amended only by written amendment to this Contract signed by both of the Parties. An amendment of this Contract may require the prior approval of District's Board of Directors before it will be effective.
  - b. Minor Amendments. District's General Manager is authorized to make changes to Appendix B (Scope of Services) and Appendix C (Rate Schedule & Budget), provided that the changes do not result in either (1) an increase to the Payment Limit of the Contract, or (2) a reduction in the services that Contractor is required to perform under this Contract.
21. **Disputes.** Disagreements between District and Contractor concerning the meaning, requirements, or performance of this Contract are subject to final written determination of the District or in accordance with the applicable procedures (if any) required by state or federal government.
22. **Choice of Law and Personal Jurisdiction.** This Contract is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The Parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action, or proceeding arising from or relating to the terms of this Contract.
23. **No Implied Waiver.** No waiver of any provision of this Contract by District is valid unless it is in writing and signed by District. Waiver by District at any time of any breach of this Contract may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Contract. If Contractor's action requires the consent or approval of District, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 21. Disputes above, inspections, approvals or statements by any officer, agent or employee of District indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of Contractor's performance, or payments therefor, or any combination of these acts, does not relieve Contractor of its obligation to fulfill this Contract as prescribed or prevent District



from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

24. **Primacy of General Terms.** Special conditions may be included as an appendix to this Contract. In the event of a conflict between the Contract General Terms and any special conditions included in an appendix to this Contract, the Contract General Terms govern unless the special conditions expressly provide otherwise.
25. **Successors and Assigns.** Subject to Section 11. Subcontract and Assignment, this Contract binds the Contractor's successors, assigns, heirs, executors, and personal representatives.
26. **No Third-Party Beneficiaries.** This Contract is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Contract or as a result of any action or inaction of any Party in connection therewith.
27. **Construction.** The section headings and captions of this Contract are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Contract. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Contract. This Contract may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. The Parties to this Contract and their counsel have read and reviewed this Contract and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party does not apply to the interpretation of this Contract.
28. **Severability.** If any term or provision of this Contract is, to any extent, held invalid or unenforceable, the remainder of this Contract will not be affected thereby.
29. **Entire Agreement.** This Contract, together with all of the attachments listed below under "Attachments," contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Contract, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties.
30. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that Contractor has full power and authority to enter into this Contract and to perform the obligations set forth herein, and that the representatives signing this Contract have the authority to execute this Contract on behalf of Contractor and to bind Contractor to its contractual obligations hereunder.

Attachments: Appendix A – Insurance Requirements for Professional Services  
Appendix B – Scope of Services  
Appendix C – Rate Schedule & Budget

[Remainder of page left blank – signatures on next page.]



**I HAVE READ THIS CONTRACT, INCLUDING EACH APPENDIX AND EXHIBIT ATTACHED HERETO, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.**

**CONTRACTOR**

**DISTRICT**

\_\_\_\_\_  
Signature #1

\_\_\_\_\_  
Vincent P. De Lange  
General Manager

\_\_\_\_\_  
Contractor Printed Name and Title

\_\_\_\_\_  
Date

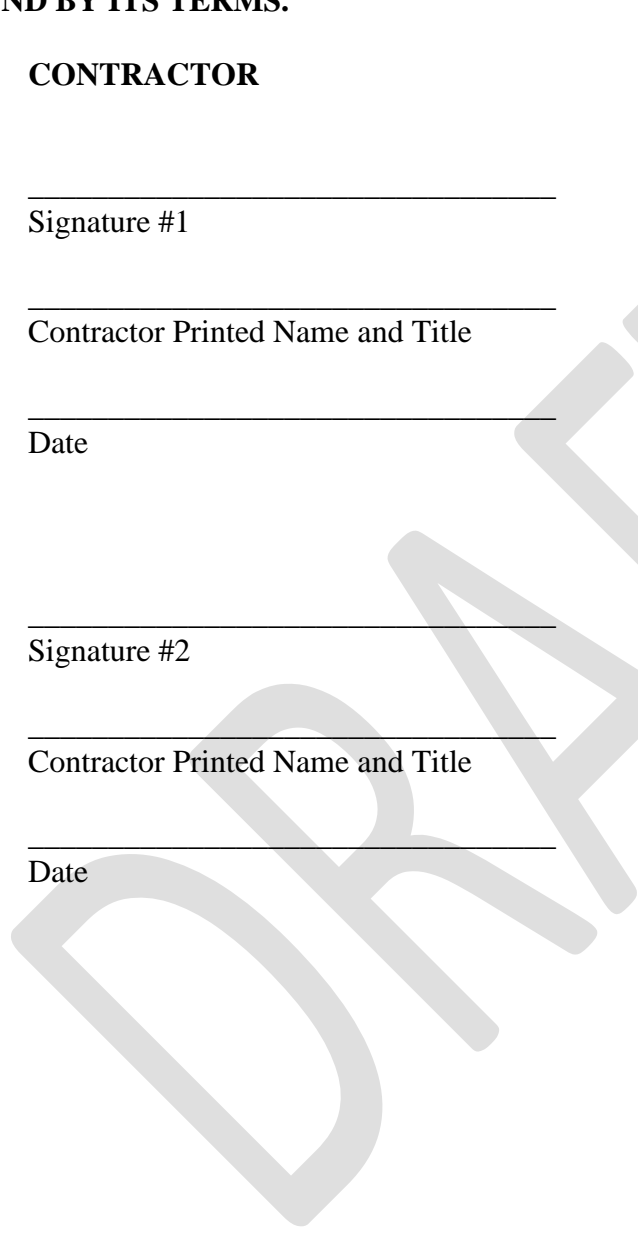
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature #2

\_\_\_\_\_  
Contractor Printed Name and Title

\_\_\_\_\_  
Date

Unless corporate resolution delegates authority to an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).





## APPENDIX A

### Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if contractor provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

##### ***Additional Insured Status***

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

##### ***Primary Coverage***

For any claims related to this contract, the **Contractor’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the



Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

### ***Waiver of Subrogation***

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

### ***Verification of Coverage***

Contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### ***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.



***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**APPENDIX B**  
**Scope of Services**

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**APPENDIX C**  
**Rate Schedule & Budget**

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