

**SAMPLE AGREEMENT FOR  
ON-CALL ARCHITECTURAL ENGINEERING CONSULTING SERVICES**

THIS AGREEMENT is made and entered into on \_\_\_\_\_,  
by and between the County of Sacramento, a political subdivision of the  
State of California, hereinafter referred to as "COUNTY" and  
\_\_\_\_\_, hereinafter referred to as "CONSULTANT."

**RECITALS**

WHEREAS, County, through its Department of Airports (Department), owns and operates Sacramento International Airport (SMF) and Mather Airport (MHR), and also operates Sacramento Executive Airport (SAC) leased from the City of Sacramento; and

WHEREAS, COUNTY has determined that it is necessary to retain CONSULTANT to provide on-call architectural engineering services; and

WHEREAS, CONSULTANT has proposed to provide the requested services for the compensation identified herein;

WHEREAS, pursuant to Government Code Section 31000, County is authorized to contract for specific special services with persons specially trained, experienced, and competent to perform such services; and

WHEREAS, pursuant to Sacramento County Code 2.61.440, the Department may include a provision in this Agreement authorizing an amendment to increase the maximum payment amount provided under this Agreement, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000; and

WHEREAS, the services described herein are not services provided by County employees and are therefore not subject to the requirement of County Charter 71-J; and

WHEREAS, COUNTY and CONSULTANT desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONSULTANT agree as follows:

**1. SCOPE OF SERVICES**

CONSULTANT shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

**2. TERM**

This Agreement shall be effective and commence as of the date first written above and shall end on \_\_\_\_\_, 2029 (“Initial Term”).

The Initial Term of may be extended by COUNTY’S Director of Airports for two (3) additional one (1) year terms, for a possible total term length of five (5) years, by providing CONSULTANT with written notice of such election sixty (60) days prior to expiration of the then existing Term. Any extensions to the term must be mutually agreed to by the parties and memorialized in a formal amendment.

**3. NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail or e-mail, addressed as follows:

<p>TO COUNTY:</p> <p>Attn: Genevieve Vargas          Department of Airports          6900 Airport Blvd          Sacramento, CA 95837  <a href="mailto:vargasge@saccounty.gov">vargasge@saccounty.gov</a></p>	<p>TO CONSULTANT:</p> <p>Attn: Firm Name          Address          E-mail</p>
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Either party may change the address or e-mail address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**4. COMPLIANCE WITH LAWS**

A. CONSULTANT shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

- B. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (“Order”) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

**5. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**6. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

- A. CONSULTANT shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONSULTANT further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or local government contracts. CONSULTANT certifies that it shall not contract with a subconsultant that is so debarred or suspended.

**7. PERFORMANCE STANDARDS**

CONSULTANT shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONSULTANT’s services.

## **8. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONSULTANT provided hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONSULTANT may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONSULTANT's services and are not designed for use other than what is intended by this Agreement.

## **9. STATUS OF CONSULTANT**

### ***OPTION 1***

[Use when Consultant has 5 or more employees, is an "excluded service provider", or

when a tax waiver has been obtained from County Counsel.

See Chapter 15 of Contracts Manual for more details.]

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent consultant and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement; and as an independent consultant, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent consultant and not an employee of COUNTY, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of COUNTY.
- E. It is further understood and agreed that CONSULTANT must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel under the terms and conditions of this Agreement.

**OPTION 2**

[Use for consultants not covered by Option 1]

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent consultant and that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY as an independent consultant, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be

accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONSULTANT for accomplishing the results.

- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such person shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent consultant and not an employee of COUNTY, neither the CONSULTANT nor CONSULTANT's assigned personnel shall have:
  - (1) Any entitlement as a COUNTY employee.
  - (2) Except as otherwise provided by this Agreement, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
  - (3) CONSULTANT shall not be covered by worker's compensation; nor shall CONSULTANT be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.
- E. Notwithstanding CONSULTANT's status as an independent consultant, COUNTY shall withhold from payments made to CONSULTANT such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONSULTANT's status as an independent consultant as described in this Agreement. Further, CONSULTANT is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

**10. REIMBURSEMENT OF EXPENSES** [include this provision if Option 2 in "Status of CONSULTANT" section is used]

Expenses shall be itemized as a separate line item on the monthly invoice for payment. Original receipts are required to be submitted for reimbursement.

**11. CONSULTANT IDENTIFICATION**

CONSULTANT shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONSULTANT's name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONSULTANT.

**12. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONSULTANT's failure to comply with state and federal child, family and spousal support reporting requirements regarding CONSULTANT's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONSULTANT's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**13. BENEFITS WAIVER**

If CONSULTANT is unincorporated, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONSULTANT or any employee or agent of CONSULTANT seek to obtain such benefits from COUNTY, CONSULTANT agrees to indemnify and hold harmless

COUNTY from any and all claims that may be made against COUNTY for such benefits.

**14. RETIREMENT BENEFITS/STATUS**

CONSULTANT acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System ("SCERS") retirement benefits during the term of this Agreement. By entering into this Agreement, CONSULTANT assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONSULTANT under this Agreement. CONSULTANT waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONSULTANT's provision of services under this Agreement.

**15. CONFLICT OF INTEREST**

CONSULTANT and CONSULTANT's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**16. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONSULTANT shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to COUNTY, CONSULTANT shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649, inclusive.

**17. GOOD NEIGHBOR POLICY**

- A. CONSULTANT shall comply with COUNTY's Good Neighbor Policy. CONSULTANT shall establish good neighbor practices for its facilities that include, but are not limited to, the following:

- (1) Provision of parking adequate for the needs of its employees and service population;
  - (2) Provision of adequate waiting and visiting areas;
  - (3) Provision of adequate restroom facilities located inside the facility;
  - (4) Implementation of litter control services;
  - (5) Removal of graffiti within seventy-two hours;
  - (6) Provision for control of loitering and management of crowds;
  - (7) Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
  - (8) Participation in area crime prevention and nuisance abatement efforts; and
  - (9) Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONSULTANT's facility, services and actual impacts on the neighborhood in which such facility is located.
- B. CONSULTANT shall identify, either by sign or other method as approved by the Director, a named representative who shall be responsible for responding to any complaints relating to CONSULTANT's compliance with the required good neighbor practices specified in this Section. CONSULTANT shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by Director.
- C. CONSULTANT shall comply with all applicable public nuisance ordinances.
- D. CONSULTANT shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONSULTANT's site is located.

- E. If COUNTY finds that CONSULTANT has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONSULTANT in writing that corrective action must be taken by CONSULTANT within a specified time frame. If CONSULTANT fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONSULTANT under this Agreement.
- F. CONSULTANT's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result in ineligibility for additional or future contracts with COUNTY.

## **18. PUBLIC COMMUNICATIONS**

- A. CONSULTANT agrees to acknowledge in all public communications and public outreach related to the program and/or project funded under this Agreement that the program and/or project is supported by Sacramento County. CONSULTANT shall ensure that this acknowledgment is clear, prominent, and accurately reflects that funding is provided by Sacramento County.
- B. CONSULTANT shall include the following statement in all relevant materials, including but not limited to press releases, websites, brochures, and social media posts:

"This program [OR project] is made possible through funding provided by Sacramento County."

CONSULTANT shall also display the official Sacramento County logo, as provided by the COUNTY, alongside this acknowledgment statement, where feasible and appropriate.
- C. CONSULTANT further agrees to promptly inform COUNTY of any public communications or public outreach activities related to the program and/or project. CONSULTANT shall submit drafts of any press releases or promotional materials for review and approval by COUNTY prior to dissemination.

**19. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONSULTANT agrees and assures COUNTY that CONSULTANT and any subconsultants shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, gender identity, gender expression, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
  
- B. CONSULTANT represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
  
- C. CONSULTANT agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
  
- D. CONSULTANT shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**20. INDEMNIFICATION**

- A. To the fullest extent permitted by law, for work or services provided under this Agreement, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, its Board of Supervisors, officers, directors, officials, employees, authorized volunteers, and agents (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, arising out of or resulting from CONSULTANT's performance of this Agreement, regardless of

whether caused in part by a party indemnified hereunder, except for loss caused by the sole negligence of an Indemnified Party.

- B. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONSULTANT, CONSULTANT's subconsultants, or any party used by CONSULTANT in performance of this Agreement.
- C. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

## **21. INSURANCE**

Without limiting CONSULTANT's indemnification, CONSULTANT shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONSULTANT to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONSULTANT under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

## **22. INFORMATION TECHNOLOGY ASSURANCES**

CONSULTANT shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONSULTANT in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

## **23. WEB ACCESSIBILITY**

CONSULTANT shall ensure that all web sites and web applications provided by CONSULTANT pursuant to this Agreement shall comply with the COUNTY's Web Accessibility Policy.

**24. FAA ASSURANCES**

CONSULTANT shall, at all times during the term of the Agreement, comply with the provisions of the Federal Aviation Administration (FAA) Airport Sponsor Assurances (“Assurances”) and any subsequent revisions, updates, or amendments thereto. The provisions of those Assurances may change during the term of the Agreement, and those changes will be incorporated into this Agreement without the necessity of a formal amendment. COUNTY is not responsible for notifying CONSULTANT of any changes to the Assurances. CONSULTANT is required to contact the FAA for any updates or revisions. The Assurances document is incorporated herein by reference and is available on the FAA’s website (see [www.faa.gov/airports/aip/grant\\_assurances](http://www.faa.gov/airports/aip/grant_assurances).)

**25. FAA CONTRACT PROVISIONS**

CONSULTANT shall, at all times, during the term of this Agreement, comply with the FAA Contract Provisions (“Contract Provisions”) and any subsequent amendments, applicable to the activities, rights and duties contemplated under this Agreement. A copy of the Contract Provisions is attached as Exhibit D and incorporated by reference. CONSULTANT shall include compliance with the Contract Provisions in all other agreements it enters into with third parties, pertaining to, referencing or otherwise related to the activities regarding the subject matter of this Agreement.

**26. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C.
- B. CONSULTANT shall submit an invoice in accordance with the procedures prescribed by COUNTY on a monthly basis or upon completion of the project. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day following the invoice period, and COUNTY shall pay CONSULTANT within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be

honored by COUNTY unless CONSULTANT has obtained prior written COUNTY approval to the contrary.

- D. CONSULTANT shall maintain for four (4) years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONSULTANT fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

## **27. SUBCONTRACTS, ASSIGNMENT**

- A. CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONSULTANT remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONSULTANT shall be held responsible by COUNTY for the performance of any subconsultant whether approved by COUNTY or not.
- B. This Agreement is not assignable by CONSULTANT in whole or in part, without the prior written consent of COUNTY.
- C. The Director has authority to approve assignment of this Agreement under paragraphs (A) and (B), above.

## **28. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by Director and County Counsel.

**29. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CONSULTANT in the same manner as if they were expressly named.

**30. TIME**

Time is of the essence of this Agreement.

**31. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**32. DIRECTOR**

As used in this Agreement, "Director" shall mean the Director of Airports, or his/her designee. Director shall administer this Agreement on behalf of COUNTY and is authorized to make administrative amendments to this Agreement on behalf of the COUNTY relating to scope of work or services; pricing; performance standards, milestones, schedules, and timelines; management practices; and similar matters so long as such amendments do not affect the Total Maximum Payment Amount set forth in Exhibit C (including adjustments authorized under this Agreement and Sacramento County Code § 2.61.440). Unless otherwise provided herein or required by applicable law, Director shall be vested with all the rights, powers, and duties of COUNTY herein. With respect to matters subject to the approval, satisfaction, or discretion of COUNTY, the Director’s decision in such matters shall be final.

**33. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONSULTANT shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute

cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

### **34. TERMINATION**

- A. COUNTY may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONSULTANT should CONSULTANT materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONSULTANT and it is later determined that CONSULTANT was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONSULTANT, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of mid-year budget or revenue reductions during the fiscal year.

- D. If this Agreement is terminated under Paragraph A or C above, CONSULTANT shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONSULTANT shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONSULTANT covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONSULTANT an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONSULTANT shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONSULTANT can legally cancel.
- F. The Director has authority to terminate this Agreement under paragraphs (A), (B) and (C), above.

### **35. REPORTS**

- A. CONSULTANT shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning CONSULTANT's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONSULTANT agrees that, pursuant to Government Code Section 7522.56, CONSULTANT shall make best efforts to determine if any of its employees or new hires providing direct services to COUNTY are members of SCERS. CONSULTANT further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous six (6) months. This report shall be forwarded to where Notice is sent pursuant to Section 3 of this Agreement.

### **36. AUDITS AND RECORDS**

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONSULTANT's premises, CONSULTANT's financial and program records as COUNTY deems necessary to determine CONSULTANT's compliance with legal and contractual requirements and the correctness of claims submitted by CONSULTANT. CONSULTANT shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONSULTANT has provided access to CONSULTANT's financial and program records related to this Agreement.

### **37. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CONSULTANT regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONSULTANT regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

### **38. SEVERABILITY**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

### **39. FORCE MAJEURE**

Neither CONSULTANT nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or

failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

**40. SURVIVAL OF TERMS**

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

**41. AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

**42. DUPLICATE COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. The Agreement shall be deemed executed when it has been signed by both parties.

Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

**43. ADDITIONAL PROVISIONS**

The additional provisions contained in Exhibits A, B, C, and D attached hereto are part of this Agreement and are incorporated herein by reference.

**(SIGNATURE PAGE FOLLOWS)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO**, a political subdivision of the State of California

**[name of Consultant and type of business entity]**

By: \_\_\_\_\_  
Cynthia A. Nichol  
Director of Airports  
Department of Airports

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“COUNTY”

“CONSULTANT”

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement approved by  
Board of Supervisors

Agenda Date: \_\_\_\_\_  
Item Number: \_\_\_\_\_  
Resolution Number: 2026-\_\_\_\_\_

Contract and Consultant Tax Status Reviewed and Approved by County Counsel

By: \_\_\_\_\_  
Katrina G. Nelson  
Supervising Deputy County Counsel

Date: \_\_\_\_\_

**EXHIBIT A to Agreement**  
**between the COUNTY OF SACRAMENTO**  
**hereinafter referred to as "COUNTY,"**  
**and \_\_\_\_\_**  
**hereinafter referred to as "CONSULTANT"**

**SCOPE OF SERVICES**

**1. DESCRIPTION OF SERVICES**



- A. The scope of services to be provided by this Agreement are those services identified in COUNTY's Request for Proposals for On-Call Architectural Consulting Services ("RFP") dated \_\_\_\_\_, and CONSULTANT's Proposal dated \_\_\_\_\_. Both the RFP and Proposal are hereby incorporated into this Agreement as Attachments 1 and 2, respectively, and made a part of this Agreement. In the event of any inconsistencies or ambiguities, the Proposal shall govern over the RFP, and this Agreement shall govern over all. CONSULTANT agrees to perform all services stated in this Agreement for the compensation described herein.
- B. COUNTY's Director or designee, may negotiate with CONSULTANT and approve reasonable modifications in tasks, work products, schedules, milestones, and staff assignments so long as such modifications are within the general scope of services provided under this Agreement, do not exceed the Maximum Total Payment Amount, and are determined to be in the best interest of COUNTY.

**2. SCHEDULE**

CONSULTANT shall perform the services in an expeditious manner in accordance with a mutually acceptable schedule developed between COUNTY and CONSULTANT.

**3. RESPONSIBILITIES OF COUNTY AND CONSULTANT FOR SCOPE**

- A. COUNTY, or its authorized representatives, shall review all documents submitted by CONSULTANT and render decisions pertaining thereto as promptly as is reasonable under the circumstances at the time in order to avoid unreasonable delay of the progress of CONSULTANT. COUNTY shall furnish

information and services as required by this Agreement and shall render approvals and decisions as expeditiously as is reasonably necessary under the circumstances at the time for the orderly progress of the CONSULTANT's services and of the project.

- B. CONSULTANT shall be solely responsible for the quality and accuracy of its work and the work of its subconsultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the COUNTY shall not be deemed to constitute acceptance or waiver by COUNTY of any error or omission as to such work. CONSULTANT shall coordinate the activities of any subconsultants and is responsible to ensure that all plans, drawings, and specifications are coordinated and interface with the other applicable plans, drawings, and specifications to produce a unified, workable, and acceptable whole functional product.

#### **4. AUTHORITY OF CONSULTANT PERFORMING SCOPE OF WORK**

CONSULTANT is retained to provide and perform the scope of services covered by this Agreement. CONSULTANT, including CONSULTANT's assigned personnel, shall have no authority to represent COUNTY or COUNTY staff at any meetings of public or private agencies unless an appropriate COUNTY official provides prior written authorization for such representation which outlines the purpose, scope and duration of such representation. CONSULTANT shall possess no authority or right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligations whatsoever. COUNTY is responsible for making all policy and governmental decisions related to the work covered by this Agreement.

#### **5. PUBLICATION OF DOCUMENTS AND DATA**

CONSULTANT shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the COUNTY without the prior written consent of COUNTY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the COUNTY or CONSULTANT.

**EXHIBIT B to Agreement**  
**between the COUNTY OF SACRAMENTO**  
**hereinafter referred to as "COUNTY,"**  
**and \_\_\_\_\_**  
**hereinafter referred to as "CONSULTANT"**

**I. INSURANCE**

Without limiting CONSULTANT's indemnification, CONSULTANT shall procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property which may arise from or is in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its employees, agents, representatives, subconsultants, or any other party for which CONSULTANT is legally liable.

**II. MINIMUM SCOPE 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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Personal Lines automobile insurance shall apply if vehicles are individually owned with limits of no less than \$250,000 per person, \$500,000 each accident, \$100,000 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.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate covering CONSULTANT's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

**If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT.**

### III. **INSURANCE PROVISIONS**

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

1. **Additional Insured Status:** The COUNTY, its Board of Supervisors, and all COUNTY officers, officials, employees, volunteers, and agents ("Additional Insureds") are to be covered as additional insureds on the general and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement on the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage:** For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the CONSULTANT's insurance and shall not contribute with it. This also applies to any CONSULTANT Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONSULTANT may use Umbrella or Excess Policies to provide the liability limits as

required in this agreement. This form of insurance will be acceptable if the Primary and Umbrella or Excess Policies provide all the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONSULTANT's primary and excess liability policies are exhausted.

- 4. Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled without notice to the COUNTY.
- 5. Waiver of Subrogation:** CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT 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 COUNTY has received a waiver of subrogation endorsement from the insurer.
- 6. Self-Insured Retentions:** Self-insured retentions ("SIR"s) must be declared to and approved by the COUNTY in writing. The COUNTY may require the CONSULTANT to purchase coverage with a lower retention or 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 SIR may be satisfied by either the named insured or COUNTY. Any and all deductibles and SIRs shall be the sole responsibility of CONSULTANT or subconsultant who procured such insurance and shall not apply to the Additional Insureds. The COUNTY may deduct from any amounts otherwise due CONSULTANT to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONSULTANT. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The COUNTY reserves the right to obtain a copy of any policies and

endorsements for verification.

- 7. 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. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.
- 8. Claims Made Policies:** If any of the required policies provide claims-made coverage (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 three (3) years after completion of the contract of work, and (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 CONSULTANT must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.
- 9. Verification of Coverage:** CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this Exhibit. All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the COUNTY.
- 10. Severability of Interest:** The CONSULTANT 's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11. Subconsultants:** If CONSULTANT uses subconsultants or others to perform work under this Agreement, such subconsultants or

other persons shall be Named Insured or Additional Insured to the CONSULTANT's required insurance coverage or required by the CONSULTANT to comply with equivalent insurance and conditions of this section.

- 12. Maintenance Of Insurance Coverage:** CONSULTANT shall provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONSULTANT is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONSULTANT shall provide evidence that such insurance has been replaced, or its cancellation notice is withdrawn, without any interruption in coverage, scope or limits. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONSULTANT to furnish insurance during the term of this Agreement. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.
- 13. Special Risks or Circumstances:** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT C to Agreement**  
**between the COUNTY OF SACRAMENTO**  
**hereinafter referred to as "COUNTY,"**  
**and \_\_\_\_\_**  
**hereinafter referred to as "CONSULTANT"**

**COMPENSATION**

**1. MAXIMUM PAYMENT TO CONSULTANT**

The Maximum Total Payment Amount under this Agreement is:  
\$ \_\_\_\_\_

**2. AMENDMENT**

This Agreement may be amended to increase the maximum compensation amount; provided, however, that such increase shall not exceed the lesser of ten percent (10%) of the annual payment amount under this Agreement or \$25,000.

**3. ITEMIZED TASKS AND SUBTASKS**

If CONSULTANT's [title of response] contains a schedule of tasks or subtasks with identified levels of effort such as estimated hours and/or estimated costs, or identifiable work products, milestones, or other events, then compensation for these individual tasks or activities shall not exceed the identified estimate or other limiting factors without the written approval of COUNTY's Project Manager. CONSULTANT shall promptly notify COUNTY's Project Manager in writing of any tasks, subtasks, work products, or milestones that need to be reevaluated and indicate the reason and/or justification for such reevaluation. COUNTY's Project Manager is authorized to negotiate adjustments of individual tasks so long as the work is within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount under this Agreement listed above.

**4. WORK NOT IN SCOPE OF SERVICES**

CONSULTANT shall immediately notify the COUNTY's Project Manager in writing of any work that the COUNTY requests to be performed that CONSULTANT believes is outside of the original scope of work covered by this Agreement. If it is determined that said request is outside of the scope of work, such work shall not be performed unless and until

the Director approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONSULTANT's compensation is approved and executed by both parties.

**5. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONSULTANT shall notify COUNTY's Project Manager in writing upon expenditure of seventy-five percent (75%) of the authorized Agreement amount. Such notice shall identify the percentage of funds expended, the percentage of work completed, an explanation of any variation between these two (2) percentages, and an assessment of the cost of the remaining work to be performed.

**6. SUBMISSION OF INVOICES**

CONSULTANT shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Attn: Genevieve Vargas  
Department of Airports  
6900 Airport Blvd  
Sacramento, CA 95837

CONSULTANT shall include the following information on all invoices:

- a. Contract Number
- b. Project Name
- c. Date of Invoice Submission
- d. Time Period Invoice Covers
- e. Services Provided and Respective Compensation Requested
- f. Any other information deemed necessary by CONSULTANT and/or COUNTY.

**7. PAYMENTS**

In accordance with the Compensation and Payment of Invoices Limitations provisions of this Agreement, COUNTY shall address and submit payments to CONSULTANT at address in the Notice provision of this Agreement.

CONSULTANT may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to COUNTY, which shall be effective upon receipt.

**EXHIBIT D to Agreement**  
**between the COUNTY OF SACRAMENTO**  
**hereinafter referred to as "COUNTY,"**  
**and \_\_\_\_\_**  
**hereinafter referred to as "CONSULTANT"**

**REQUIRED FEDERAL AVIATION ADMINISTRATION LANGUAGE FOR  
PROFESSIONAL SERVICES CONTRACTS**

**A. ACCESS TO RECORDS AND REPORTS**

CONTRACTOR must maintain an acceptable cost accounting system. CONTRACTOR agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. CONTRACTOR agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**B. BREACH OF CONTRACT** [Applies to contracts equal to or exceeding \$350,000]

Any violation or breach of terms of this Agreement on the part of the CONTRACTOR or its subconsultants may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement.

County will provide CONTRACTOR written notice that describes the nature of the breach and corrective actions the CONTRACTOR must undertake in order to avoid termination of this Agreement. County reserves the right to withhold payments to CONTRACTOR until such time the CONTRACTOR corrects the breach or the County elects to terminate the Agreement. The County's notice will identify a specific date by which the CONTRACTOR must correct the breach. County may proceed with termination of the Agreement if the CONTRACTOR fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **C. GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, CONTRACTOR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds CONTRACTOR and its subconsultants from the bid or proposal solicitation period through the completion of the Agreement.

### **D. TITLE VI SOLICITATION NOTICE**

As a condition of a grant award, the County shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The County shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

## **E. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS**

During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. Compliance with Regulations: The Consultant (hereinafter includes CONTRACTORS) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Consultant, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or

refuses to furnish the information, the Consultant will so certify to the County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a) Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b) Cancelling, terminating, or suspending a contract, in whole or in part.
  
6. Incorporation of Provisions: The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

## **F. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

**G. CLEAN AIR/AIR POLLUTION CONTROL** [applies to contracts at any tier exceeding \$150,000]

CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). CONTRACTOR agrees to report any violation to the County

immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONTRACTOR must include this requirement in all subcontracts that exceed \$150,000.

## **H. DEBARMENT AND SUSPENSION**

By submitting a bid/proposal under this solicitation, the CONTRACTOR certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## **I. DISADVANTAGED BUSINESS ENTERPRISE**

The CONTRACTOR, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying CONTRACTOR from future bidding as non-responsible.

## **J. TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the County encourages CONTRACTOR to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the services provided under this Agreement. CONTRACTOR

must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with this Agreement.

#### **K. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

CONTRACTOR certifies, by signing and submitting its proposal that, to the greatest extent practicable, CONTRACTOR has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

#### **L. FEDERAL FAIR LABOR STANDARDS ACT**

This Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **M. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, CONTRACTOR certifies that with respect to this solicitation and any resultant contract, CONTRACTOR –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

CONTRACTOR must provide immediate written notice to the County if CONTRACTOR learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. CONTRACTOR must require subconsultants provide immediate written notice to CONTRACTOR if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an offeror or subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. CONTRACTOR may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless CONTRACTOR has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

## **N. CERTIFICATION REGARDING LOBBYING**

CONTRACTOR certifies by signing and submitting its proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **O. OCCUPATIONAL SAFETY AND HEALTH ACT of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. CONTRACTOR retains full responsibility to monitor its compliance and their subconsultant's compliance

with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**P. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

CONTRACTOR and its subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (P.L. 115-232, § 889(f)(1)).

**Q. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)**

CONTRACTOR certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

CONTRACTOR warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

**R. CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

CONTRACTOR must complete the following two certification statements. CONTRACTOR must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. CONTRACTOR agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

## Certifications

1. CONTRACTOR represents that it is (\_\_\_) is not (\_\_\_) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. CONTRACTOR represents that it is (\_\_\_) is not (\_\_\_) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

## Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the County about its tax liability or conviction to the County, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

## Term Definitions

*Felony conviction:* Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

*Tax Delinquency:* A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **S. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), CONTRACTOR and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by

disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.