

AGREEMENT FOR
PROJECT

THIS AGREEMENT is made and entered into this XX day of XX, 2024, between County of Sacramento, a political subdivision of the State of California, hereinafter referred to as COUNTY and XXX, a XXX, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY Board of Supervisors approved and adopted plans, specifications and special provisions for the work to be performed under this Agreement; and

WHEREAS, a Notice to Contractors inviting sealed bids for the performance of the work described in the plans and specifications was published and made available to the general public; and

WHEREAS, CONTRACTOR is the lowest, responsive, and responsible bidder for the performance of the work and is hereby awarded a contract therefor.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto agree as follows:

1. CONTRACT DOCUMENTS

The following documents are by this reference incorporated in and made a part of this Agreement:

- Notice to Contractors;
- CONTRACTOR'S Accepted Bid/Proposal attached as Exhibit A;
- The Standard Construction Specifications adopted by the Sacramento County Board of Supervisors on July 17, 2001, and last revised on November 1, 2024 ([herein "SCS"](#));
- The Plans, Specifications and Special Provisions (if this Agreement is funded by Federal, State or other grant of monies with particular requirements imposed on CONTRACTOR, it shall be so noted in the Special Provisions, and CONTRACTOR will follow the requirements thereof);
- Contract Drawings and Attachments;
- All addenda to the above;
- Performance Bond and Payment Bond attached as Exhibit B;

- All supplemental agreements (change orders) covering alterations, amendments, or extensions;
- The Notice of Intent to Award and the Notice of Award (NOA);
- The Board Materials for item XX heard by the governing Board of Supervisors/Directors on the Month XX, 20XX Agenda;
- County of Sacramento's Master Agreement for Administering Agency-State Agreement for Federal-Aid Projects *(when applicable)*;
- [Form FHWA 1273](#) *(when applicable)* attached as Exhibit C to this Agreement;
- Federal Schedule of Wages *(for when applicable)* attached as Exhibit D to this Agreement;
- [U.S. DOT Standard Title VI Assurances and Non-Discrimination Provisions, Appendices A through E](#) *(when applicable)*;
- Federal Aviation Administration Construction Contract Provisions attached as Exhibit C *(when applicable)*;
- Federal Aviation Administration Assurances Airport Sponsors (Assurances) as attached as Exhibit D. The CONTRACTOR shall at all times during the term of the Contract, comply with the provisions of the Assurances and any subsequent revisions, updates or amendments hereto. The provisions of the Assurances may change during the term of the Contract, and those changes will be incorporated into the Contract without the necessity of a formal amendment. COUNTY is not responsible for notifying CONTRACTOR of any changes to the Assurances. CONTRACTOR is required to contact the FAA for any updates or revisions. The Assurances document is available on the FAA's website. Please see: [Airport Improvement Program Assurances for Airport Sponsors, February 2020 \(updated editorially June 2020\) \(faa.gov\)](#); *(when applicable)*
- [COUNTY's Environmentally Preferable Purchasing \(EPP\) Policy](#), attached to the Special Provisions as Exhibit XX; and
- All Ancillary Documents
"Ancillary Documents" shall be defined as, but not limited to: supplemental agreements, change orders, Field Instructions, assignments, amendments, or any other written directives.

The documents which describe the work to be performed are sometimes collectively referred to herein as the Contract Documents. In the case of conflicting documents this Agreement takes precedence over all others. *[include the following*

in FAA agreements] In the case of conflicting *documents* this Agreement takes precedent over all others except Exhibit C and D.

2. SCOPE OF WORK

CONTRACTOR will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for this Agreement, Contract No. XXXX, as provided for and set forth in the Plans and Specifications, or in either of them.

All of the work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Engineer of COUNTY who shall have the right to reject any and all materials and supplies furnished by CONTRACTOR which do not comply with said Plans and Specifications, together with the right to require CONTRACTOR to replace any and all work furnished by CONTRACTOR which is not, either in workmanship or material, in strict accordance with the Plans and Specifications.

3. COMPLETION

Said work shall be completed and ready for acceptance within XX (XX) Working/Calendar Days of completion following the date of the commencement of the counting of days as calculated pursuant to Section 7 of the SCS.

4. PAYMENT

Attached hereto as Exhibit A, and by reference made a part hereof, is the Bid/Proposal and submittal of CONTRACTOR. Said Bid/Proposal and submittal contain the full and complete schedule of the different items of work with the lump sums or unit prices specified.

The COUNTY agrees, in consideration of the work to be performed herein and subject to the terms and conditions of this Agreement, to pay CONTRACTOR all sums of money which may become due to CONTRACTOR in accordance with the

terms of this Agreement and CONTRACTOR'S Bid/Proposal, to wit: XXXXXXX (\$XXX.00). Said sum shall be paid in accordance with Section 8 of the SCS. With respect to those portions of the above sum which are based upon estimated quantities, payment will be based upon the actual quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

5. COMPLIANCE WITH LAWS

- A. CONTRACTOR 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.
- C. [if over \$5M the following applies] CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.
- D. SB 1383 Regulation. CONTRACTOR'S failure to comply with relevant SB 1383 regulations in support of the California Global Warming Solutions Act and reporting as further specified in the [COUNTY's Environmentally Preferable Purchasing \(EPP\) policy](#) which is attached to the Special Provisions as Exhibit XX and incorporated herein, in the provision of Recycled Paper Products and Printing and Writing Paper and/or Recovered

Organic Waste Products in the performance of this Agreement is a material breach of this Agreement. CONTRACTOR shall be required to submit SB 1383 reports to the COUNTY quarterly or as directed, such reports are required before Field Acceptance of the Work. A sample report is included in Exhibit X. CONTRACTOR may substitute their own report provided it contains at minimum the information requested in the sample report. Reports must be submitted to: sb1383reports@sacounty.gov.

- E. Advanced Clean Fleets Regulation. CONTRACTOR and any and all subcontractors shall at all times have valid Certificates of Reported Compliance as described in California Code of Regulations, title 13, ("13 CCR") section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 which may be used in performance of this Agreement. No such vehicle is permitted onsite unless and until CONTRACTOR provides COUNTY/AGENCY with a valid Certificate of Reported compliance therefor.

Vehicles with a gross vehicle weight greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations, see [Advanced Clean Fleets Regulation & Advisories | California Air Resources Board](#). Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, see CARB [Advanced Clean Fleets](#).

6. PREVAILING WAGES (Non-Federal)

Pursuant to the provisions of State of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2 (Sections 1720-1781) not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement

shall be paid to all workers, laborers and mechanics employed in the execution of said work by CONTRACTOR, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at, the office of the Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, California 95827.

CONTRACTOR shall post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the office of Labor Compliance Program at (916) 875-2711.

7. PREVAILING WAGES (Federal)

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor or as determined by the Director of the California Department of Industrial Relations. The higher of the two rates will be paid in accordance with the following acts and codes:

- (1) The Davis-Bacon Act, and
- (2) Section 1770, and following, of the California Labor Code.

Copies of the minimum wage rates established by the Secretary of the U.S. Department of Labor (www.wdol.gov) and the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (<http://www.dir.ca.gov/OPRL/PWD/index.htm>) are on file at the office of the Labor Compliance Program, 9700 Goethe Road, Suite D, Sacramento, California 95827, and are available upon request.

The COUNTY will not accept lower State wage rates not specifically included in the Federal Minimum Wage Decision. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage Decision. Where the Federal Wage Decision does not contain the State wage rate determination, otherwise available for use by the CONTRACTOR and subcontractors, the CONTRACTOR and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The County of Sacramento received final approval from the Director of California Department of Industrial Relations as a Labor Compliance Program effective March 15, 1994. All questions regarding this Labor Compliance Program and prevailing wage requirements should be directed to the office of Labor Compliance Program at (916) 875-2711.

8. INSURANCE

CONTRACTOR shall carry and maintain during the life of this Agreement all applicable insurance policies as required by Section 3-9 of the SCS, or as modified by the Special Provisions/Project Specifications.

9. WORKERS' COMPENSATION CERTIFICATION

By execution of this Agreement, CONTRACTOR certifies as follows:

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

10. PERFORMANCE AND PAYMENT BONDS

CONTRACTOR shall, before beginning work under this Agreement, file two bonds with the COUNTY, each made payable to the County of Sacramento. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of this Agreement at

the expense of CONTRACTOR. One bond shall be in the amount of one hundred percent (100%) of this Agreement and shall guarantee the faithful performance of this Agreement. The second bond shall be the payment bond required by the State of California Civil Code, Division 4, Part 6, Title 3, Chapter 5 (Sections 9550-9566), and shall be in the amount of one hundred percent (100%) of this Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of State of California Civil Code sections 2819 and 2845.

11. INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY its officers, directors, officials, employees, and volunteers as set forth in Section 6-2 of the SCS.

12. NO LIMITATION OF LIABILITY FOR INDEMNIFICATION

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity obligation shall survive the expiration or termination of this Agreement.

13. NON-DISCRIMINATION IN EMPLOYMENT

A. CONTRACTOR shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not discriminate against any employee, applicant for employment, or volunteer because of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, refuse to hire or employ the person or refuse to select the person for a training program leading to employment, or bar or discharge the person from employment or from a training program leading to employment, or discriminate against the person in compensation or in terms, conditions, or privileges of employment. CONTRACTOR agrees to post, in conspicuous places, available to employees and applicants for employment, notices that CONTRACTOR shall provide an atmosphere free of sexual harassment for employees, clients, volunteers and the general public.

B. CONTRACTOR shall require all subcontractors comply with this nondiscrimination provision.

14. TERMINATION

A. TERMINATION WITHOUT CAUSE

COUNTY shall have the right to terminate this Agreement without cause. In the event of such termination, the CONTRACTOR shall be entitled to payment for all work done up to the time of termination pursuant to Section 5-22.03.A of the SCS.

B. TERMINATION FOR CAUSE

COUNTY shall have the right to terminate this Agreement for cause pursuant to Section 5-22.01.C of the SCS and any other relevant Federal, State, or County laws, regulations, and ordinances, as applicable.

15. CERTIFICATION OF NON-DEBARMENT

Reference Government Debarment and Suspension (49 CFR Part 29). The CONTRACTOR certifies, by acceptance of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a federally funded contract by any federal department or agency. It further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

16. CHILD AND FAMILY SUPPORT OBLIGATIONS

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a CONTRACTOR'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. CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

17. 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.

18. CHANGE ORDERS AND AMENDMENTS

Any change in the scope of work, method of performance, nature or price of materials, alteration, amendment, variation, or waiver of the terms of this Agreement shall not be valid unless such change, alteration, waiver or deletion is

approved in writing by the COUNTY. Such changes can be done through a written change order or amendment to this Agreement.

Unless otherwise authorized, any change order or other amendment to this Agreement, shall comply with Public Contract Code section 20142.

19. MISCELLANEOUS PROVISIONS

- A. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of CONTRACTOR and to the successors in interest of COUNTY in the same manner as if such parties had been expressly named herein.
- B. All times stated herein or in the contract documents are of the essence hereof.
- C. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.
- D. 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.
- E. 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.

20. DUPLICATE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which together shall be deemed one and the same agreement. Electronic and scanned

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

(SIGNATURE PAGE FOLLOWS)

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

County of Sacramento,
a political subdivision of the State of California

By _____
XXXX, Director
Department of XX

"COUNTY"

XXXX, XXXX

By _____
Authorized Representative

"CONTRACTOR"

Agreement Reviewed By County Counsel:

By _____
XXXX
Deputy County Counsel

Prepared By:

By _____
Contract and Purchasing Services Division
Department of General Services