



**ADDENDUM 01  
March 3, 2026**

**For**

**Request for Bids - Bid No. 25-0826-05 for**

**Carmichael Recreation and Park Measure G General Obligation Bond Program  
CARDINAL OAKS PARK RENOVATIONS**

To: ALL HOLDERS OF THE REQUEST FOR BIDS FOR CONTRACTOR SERVICES FOR THE ABOVE-REFERENCED BID NO. 25-0826-05.

This Addendum forms a part of the Request for Bids and modifies the original Documents.

This Addendum consists of Addendum Items 1.01, 1.02, and 1.03, which provide additional information for the RFB. All prospective bidders for the above-referenced project are to be aware of the following changes, additions, and/or clarifications, and they are bound by all conditions set forth therein.

<b>Item No.</b>	<b>Bid Document Sheet</b>	<b>Description of Change or Clarification</b>
1.01	Bid RFI Response	See table for responses to bid RFIs.
1.02	Sample Contract Page 14	Added Section 39 regarding the ARPA Requirements.
1.03	Sample Contract Page 25 & 32	Added Exhibits D and E which are required as per the ARPA Agreement and will apply to any Contractors and Sub-Contractors.

All other parts of the Request for Bids (Bid No 25-0826-05), including its attachments, forms, certifications, etc., remain the same.



**Item 1.01 – Bid RFI Responses**

Question	Response
The RFP says a minimum of a "B" license is required. We have a "A" & "C-27" would these be sufficient?	Class A license is acceptable.
Please provide the material of turf from seed as indicated in the planting legend on sheet PL-1.	Turf from seed shall be 90% tall fescue/ 10% bluegrass
Please provide the detail for the new irrigation controller as shown in the irrigation schedule on sheet IR-2.	New irrigation controller will be installed in existing enclosure
Please confirm that the booster pump and water meter 6" as described in the irrigation legend on sheet IR-2 shall exist.	Confirmed there is an existing water meter and booster pump on site
The bioretention soil mix is specified in Part 3.3, Section 329113; however, its legend and detail are not indicated in the drawings. Please confirm whether this should be included in the bid.	Bioretention soil not required
Please clarify the limits of work where topsoil placement is required as specified in Part 3.2, Section 329113 .Additionally, could you provide the required depth for the topsoil?	Topsoil not required
The invitation to bid states the minimum license required to be class B. This project is all ground work and typically has a requirement of an A license with a C-27 doing the landscape. Would the district be open to receiving a bid from A licensed contractors?	Class A license is acceptable.
The specs show B license, are we going to be able to A license with other class?	Class A license is acceptable.

**Item 1.02 & 1.03 – Revised Cardinal Oaks Sample Contract:**

- Page 14 – Added Section 39 regarding the ARPA Requirements
- Page 25 & 32 - Added Exhibits D and E, which are required as per the ARPA Agreement and will apply to any Contractors and Sub-Contractors

**AGREEMENT BETWEEN  
CARMICHAEL RECREATION AND PARK DISTRICT AND  
CONTRACTOR TO PERFORM  
CARDINAL OAKS PARK RENOVATIONS**

THIS AGREEMENT is made and entered into on \_\_\_\_\_ by and between the **CARMICHAEL RECREATION AND PARK DISTRICT**, a park district existing under authority of Public Resources Code Section 5780 et seq., hereinafter referred to as "DISTRICT", and **LANDSCAPE CONTRACTOR** hereinafter referred to as "CONTRACTOR."

**RECITALS**

WHEREAS, the Advisory Board of Directors for DISTRICT ("Advisory Board") caused plans and specifications for Cardinal Oaks Park Landscape Improvements Project to be performed under this contract consisting of all labor, materials, tools, equipment, and services necessary to complete the removal and installation of playground equipment and surfacing at Cardinal Oaks Park, installation of a new parking lot, and additional add-alternates as detailed in the Construction Documents and Specifications. A Building Permit is required for the construction of landscape improvements and playground replacement and the contractor is responsible for scheduling all inspections including the final inspection. The Advisory Board did approve and adopt said plans and specifications, as further described in the Scope of Services attached hereto as Exhibit A; and

WHEREAS, the Advisory Board caused to be published for the time and in the manner required by law, a Notice inviting sealed bids for the performance of said work; and

WHEREAS, CONTRACTOR, in response to such Notice, submitted to the Advisory Board within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Advisory Board opened and canvassed in the manner provided by law; and

WHEREAS, CONTRACTOR was the lowest responsible bidder for the performance of said work, and the Advisory Board determined and declared CONTRACTOR to be the lowest responsible bidder ; and

WHEREAS, CONTRACTOR has proposed to provide the requested services for the compensation as described in Exhibit C, attached hereto; and

WHEREAS, DISTRICT has adhered to and/or complied with all applicable provisions of

the Public Contract Code (“PCC”), commencing with PCC section 20100, et seq., and all other applicable laws, for the construction of public works; and

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

WHEREAS, pursuant to Resolution #2017-0010, amended by Resolution #2023-0243, the Sacramento County Board of Supervisors authorized DISTRICT to execute construction agreements; and

WHEREAS, DISTRICT and CONTRACTOR 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, DISTRICT and CONTRACTOR agree as follows:

**1. CONTRACT DOCUMENTS**

The following documents are by this reference incorporated in and made a part of this Agreement: The Standard Construction Specifications adopted by the Sacramento County Board of Supervisors on July 17, 2001, revised March, 2004; the Special Provisions; 2 copies of contract drawings and if applicable, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the case of conflicting documents this agreement takes precedent over all others.

**2. SCOPE OF SERVICES**

The CONTRACTOR will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. XX-XXXX, as provided for and set forth in the Plans and Specifications and the Scope of Services, Exhibit A, which is attached hereto and incorporated herein or in either of them. Said Plans and Specifications are hereby referred to and by such reference incorporated herein and made a part of this Agreement. All work done under this Agreement shall be under the supervision of and performed to the satisfaction of the DISTRICT’s Project Manager. The Project Manager shall have the right to reject any and all materials and supplies furnished by the CONTRACTOR which do not comply with said Plans and Specifications, together with the right to require the CONTRACTOR to replace any and all work furnished by the CONTRACTOR which is not, either in workmanship or material, in strict accordance with said Plans and Specifications.

3. **TERM**

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be **XX/XX/XXXX** DISTRICT'S Administrator is authorized to amend this Agreement to extend the term. Said work shall be completed and ready for acceptance pursuant to Section 7 of the Standard Specifications.

4. **PAYMENT**

Attached hereto as Exhibit "D" and by reference made a part hereof, is the bid and proposal of CONTRACTOR. Said bid and proposal contains, as required by the terms of the Plans and Specifications, the full and complete schedule of the different items with the lump sums or unit prices as specified. The DISTRICT agrees, in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay CONTRACTOR all sums of money which may become due to CONTRACTOR in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to which: Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the 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. **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, addressed as follows:

TO CRPD:

Carmichael Recreation and Park District  
5750 Grant Avenue  
Carmichael, CA 95608

TO CONTRACTOR:

**NAME**  
**address**

Either party may change the 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.

6. **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, CRPD 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.

**7. 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.

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

A. CONTRACTOR 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 DISTRICT. 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 DISTRICT.

B. CONTRACTOR further certifies to DISTRICT that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or DISTRICT government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. PREVAILING WAGES**

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, 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 Clerk of the Governing Board. 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.

**10. PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

**11. OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR provided hereunder shall be the exclusive property of DISTRICT and shall be delivered to DISTRICT upon completion of the services authorized hereunder. CONTRACTOR 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 DISTRICT. DISTRICT recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

**12. STATUS OF CONTRACTOR**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of DISTRICT. DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT 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 CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of DISTRICT 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 CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. 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 CONTRACTOR, and the DISTRICT 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 contractor and

not an employee of DISTRICT, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as agent, nor to bind DISTRICT to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR 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 DISTRICT to employees of the DISTRICT.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.

**13. CONTRACTOR IDENTIFICATION**

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

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

- A. CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding 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 DISTRICT shall be grounds for termination of this Agreement.

**15. BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from DISTRICT: 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 DISTRICT and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from DISTRICT, CONTRACTOR

agrees to indemnify and hold harmless DISTRICT from any and all claims that may be made against DISTRICT for such benefits.

**16. RETIREMENT BENEFITS/STATUS**

CONTRACTOR acknowledges and agrees that DISTRICT 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, CONTRACTOR 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 CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against DISTRICT should SCERS modify or terminate retirement benefits based on CONTRACTOR'S provision of services under this Agreement.

**17. CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'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.

**18. LOBBYING AND UNION ORGANIZATION ACTIVITIES**

- A. CONTRACTOR 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 DISTRICT, CONTRACTOR 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.

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

- A. CONTRACTOR agrees and assures DISTRICT that CONTRACTOR and any sub-CONTRACTORS 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 DISTRICT, 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, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of

DISTRICT employees and agents, and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR 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. CONTRACTOR agrees to compile data, maintain records, and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**20. PERFORMANCE AND PAYMENT BONDS**

CONTRACTOR shall, before beginning said work, file two bonds with the DISTRICT, each made payable to the Carmichael Recreation and Park District. 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 the Agreement at the expense of CONTRACTOR. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the 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 California Civil Code Sections 2819 and 2845.

**21. INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT and the County of Sacramento, and the Cumming Management Group, their governing Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the

CONTRACTOR, or for which the CONTRACTOR is legally liable under law regardless of whether caused in part by an Indemnified Party. CONTRACTOR shall not be liable for any Claims to the extent caused by the active gross negligence of an Indemnified Party where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's subcontractors or 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 the Agreement.

**22. INSURANCE**

Without limiting CONTRACTOR'S indemnification, CONTRACTOR 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 CONTRACTOR 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 DISTRICT shall not pay any sum to CONTRACTOR under this Agreement unless and until DISTRICT 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.

**23. 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, or Exhibit C as modified by DISTRICT in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice in accordance with the procedures prescribed by DISTRICT on a monthly basis for services performed during the previous month. Invoices shall be submitted to DISTRICT no later than the fifteenth (15th) day following the invoice period, and DISTRICT shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. DISTRICT 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 will not be honored by DISTRICT unless CONTRACTOR has obtained prior written DISTRICT approval to the contrary.

- D. CONTRACTOR shall maintain for four 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 CONTRACTOR fails to comply with any provisions of this Agreement, DISTRICT may withhold payment until such non-compliance has been corrected.

**24. SUBCONTRACTS, ASSIGNMENT**

- A. CONTRACTOR shall obtain prior written approval from DISTRICT before subcontracting any of the services delivered under this Agreement. CONTRACTOR 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. CONTRACTOR shall be held responsible by DISTRICT for the performance of any subcontractor whether approved by DISTRICT or not.
- B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of DISTRICT.

**25. 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 DISTRICT unless agreed in writing by DISTRICT'S Administrator and counsel for DISTRICT.

**26. SUCCESSORS**

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

**27. TIME**

Time is of the essence of this Agreement. Contractor will have sixty-six (66) calendar days from the date of mobilization to complete the project.

**28. 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.

**29. 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, CONTRACTOR 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. DISTRICT 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 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.

**30. TERMINATION**

- A. DISTRICT 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 DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR 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. DISTRICT may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR 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, DISTRICT may proceed with the work in any manner deemed proper by DISTRICT. If notice of termination for cause is given by DISTRICT to CONTRACTOR and it is later determined that CONTRACTOR 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. DISTRICT may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 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 DISTRICT 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 DISTRICT's yearly proposed and/or final budget are not appropriated by DISTRICT 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 DISTRICT as a result of mid-year budget reductions.

- D. If this Agreement is terminated by DISTRICT under paragraph (A) or (C) above:
1. CONTRACTOR shall cease rendering services pursuant to this Agreement as of the termination date.
  2. CONTRACTOR shall deliver to DISTRICT copies of all writings prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, drawings, blueprints, printing, electronic media, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  3. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.
- E. If this Agreement is terminated under paragraphs (A) or (C), above, CONTRACTOR shall be paid for authorized and approved services performed prior to the termination date in accordance with the provisions of the Compensation and Payment of Invoices Limitations provision of this Agreement.
- F. The DISTRICT'S Administrator has authority to terminate this Agreement under paragraphs (A), (B), or (C), above.

**31. REPORTS**

CONTRACTOR shall, without additional compensation, therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DISTRICT'S Administrator concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

**32. AUDITS AND RECORDS**

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

**33. PRIOR AGREEMENTS**

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

**34. 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.

**35. FORCE MAJEURE**

Neither CONTRACTOR nor DISTRICT 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, 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).

**36. 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.

**37. 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.

**38. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties. Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal

effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

**39. AMERICAN RESCUE PLAN ACT OF 2021 REQUIREMENTS**

Pursuant to the American Rescue Plan Act of 2021 (ARPA) and Sacramento County's ARPA Subrecipient Agreement, CONTRACTOR shall comply with all terms and conditions in Exhibits D and E as applicable, and shall attach and apply the same terms and conditions to their subcontracts, if any, as applicable.

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

CRPD

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Stacey Yankee

Name: NAME

Title: District Administrator

Title: EXECUTIVE

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

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

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: \_\_\_ via email \_\_\_\_\_  
Elizabeth Pollock

Date: XX/XX/XXXX \_\_\_\_\_

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A to Agreement**  
**between the CARMICHAEL RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "CRPD",**  
**and LANDSCAPE CONTRACTOR hereinafter referred to as "CONTRACTOR"**

**SCOPE OF SERVICES**

**I. SERVICE LOCATION**

**Facility Name(s):** Cardinal Oaks Park  
**Street Address:** 5341 El Camino Ave  
**City and Zip Code:** Carmichael, CA 95608

**II. DESCRIPTION OF SERVICES**

- A. The scope of services to be provided by this Agreement consists of those services set forth in RFP# 2025-08-2025-19 and the CONTRACTOR's Proposal dated XX/XX/XXXX, and attached hereto as Attachment 1 and incorporated herein by this reference. In the event of any conflict, inconsistency or ambiguity between this Agreement and the Proposal, this Agreement shall govern. CONTRACTOR agrees to perform all services stated in this Agreement for the compensation described herein.
- B. The CRPD DIRECTOR, or designee, may negotiate with CONTRACTOR 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 CRPD.
- C. DISTRICT'S Administrator or designee, may negotiate with CONTRACTOR 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 DISTRICT.

**III. SCHEDULE**

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

**IV. RESPONSIBILITIES OF DISTRICT AND CONTRACTOR FOR SCOPE**

All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Sacramento County Engineer, The Landscape Architect or the DISTRICT's Project Manager, who shall have the right to reject any and all materials and supplies furnished by the 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 said plans and specifications.

CONTRACTOR shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the DISTRICT shall not be deemed to constitute acceptance or waiver by the DISTRICT of any error or omission as to such work. CONTRACTOR shall coordinate the activities of any subcontractors.

**V. AUTHORITY OF CONTRACTOR PERFORMING SCOPE OF WORK**

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

**VI. PUBLICATION OF DOCUMENTS AND DATA**

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the DISTRICT without the prior written consent of DISTRICT, 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 DISTRICT or CONTRACTOR.

7. **PROJECT PERSONNEL**

**DISTRICT:**

NAME James Perry, Project Manager

PHONE (916) 416-3765

EMAIL [jperry@carmichaelpark.com](mailto:jperry@carmichaelpark.com)

NAME Stacey Yankee, District Administrator

PHONE (916) 485-5322

EMAIL [syankee@carmichaelpark.com](mailto:syankee@carmichaelpark.com)

**CONTRACTOR: LANDSCAPE CONTRACTOR**

NAME:

PHONE

EMAIL

**PROJECT MANAGEMENT CONTRACTOR: CUMMING GROUP**

NAME: Sarah Ho

PHONE (916) 878-0027

EMAIL [sarah.ho@cumming-group.com](mailto:sarah.ho@cumming-group.com)

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**EXHIBIT B to Agreement**  
**between the CARMICHAEL RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "CRPD",**  
**and LANDSCAPE CONTRACTOR, hereinafter referred to as "CONTRACTOR"**

**I. MINIMUM SCOPE OF INSURANCE**

Without limiting CONTRACTOR's indemnification, CONTRACTOR 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 CONTRACTOR, its employees, agents, representatives, subcontractors, or any other party for which CONTRACTOR 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 \$5,000,000 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 CONTRACTOR 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 CONTRACTOR's profession, with limit no less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate

covering CONTRACTOR'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 CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CRPD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR.

### III. **INSURANCE PROVISIONS**

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

1. **Additional Insured Status:** The CRPD, its Board of Supervisors, and all CRPD 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR's insurance and shall not contribute with it. This also applies to any CONTRACTOR Excess or Umbrella liability policies.
3. **Umbrella or Excess Policy:** The CONTRACTOR 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 CONTRACTOR'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 CRPD.
5. **Waiver of Subrogation:** CONTRACTOR hereby grants to CRPD a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the CRPD by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CRPD 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 CRPD in writing. The CRPD may require the CONTRACTOR 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 CRPD. Any and all deductibles and SIRs shall be the sole responsibility of CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Additional Insureds. The CRPD may deduct from any amounts otherwise due CONTRACTOR to fund the SIR/deductible. Policies shall not contain any SIR provision that limits the satisfaction of the SIR to the CONTRACTOR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. The CRPD 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 CRPD 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 CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.
- 9. Verification of Coverage:** CONTRACTOR shall furnish the CRPD 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 CRPD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CRPD 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 CRPD to monitor or enforce compliance with any of the insurance requirements is not deemed a waiver of any rights on the part of the CRPD.
- 10. Severability of Interest:** The CONTRACTOR '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. Subcontractors:** If CONTRACTOR uses subcontractors or others to perform work under this Agreement, such subcontractors or other persons shall be Named Insured or Additional Insured to the CONTRACTOR's required insurance coverage or required by the CONTRACTOR to comply with equivalent insurance and conditions of this section.

- 12. Maintenance Of Insurance Coverage:** CONTRACTOR shall provide CRPD with evidence of each policy's renewal ten (10) days in advance of its anniversary date. CONTRACTOR is required by this Agreement to immediately notify CRPD 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. CONTRACTOR 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 CONTRACTOR 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:** CRPD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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**EXHIBIT C to Agreement**  
**between the CARMICHAEL RECREATION AND PARK DISTRICT,**  
**hereinafter referred to as "CRPD",**  
**and LANDSCAPE CONTRACTOR, hereinafter referred to as "CONTRACTOR"**

**BUDGET REQUIREMENTS**

**I. BUDGET**

- A. Compensation under this Agreement is as follows:
- B. The Maximum Total Payment Amount under this Agreement is \$XXXXXXX  
Maximum payment amount includes reimbursable expenses.
- C. Invoices shall be submitted to CRPD no later than the fifteenth (15th) day of each month following the invoice period, and CRPD shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- D. CRPD operates from a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 10. Invoices submitted after July 5 for the prior fiscal year shall not be honored by CRPD unless CONTRACTOR has obtained prior written CRPD approval to the contrary.
- E. CONTRACTOR shall maintain for four 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.
- F. In the event CONTRACTOR fails to comply with any provisions of this Agreement, CRPD may withhold payment until such non-compliance has been corrected.

**II. COMPENSATION COMPONENTS**

Includes the labor, materials and supplies to perform contracted services, outlined in the Proposal dated 08/19/2025.

Site Observation  
Focus Group & Community Meetings  
Final Feasibility Report  
Final 3D Renderings  
Cost Estimate & Construction Schedule  
Financial Analysis  
Formal Public Meeting/Presentation

### **III. ITEMIZED TASKS AND SUBTASKS**

If CONTRACTOR'S Proposal 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 CRPD. CONTRACTOR shall promptly notify CRPD 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. CRPD'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.

### **IV. WORK NOT IN SCOPE OF SERVICES**

CONTRACTOR shall immediately notify CRPD'S Project Manager in writing of any work that CRPD requests to be performed that CONTRACTOR 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 Administrator approves such request in writing and authorizes the use of any contingency funds for such work, or an amendment providing for an adjustment in CONTRACTOR'S compensation is approved and executed by both parties.

### **V. NOTIFICATION OF 75% EXPENDITURE OF COMPENSATION**

CONTRACTOR shall notify CRPD'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.

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**EXHIBIT D to Agreement between the CARMICHAEL  
RECREATION AND PARK DISTRICT, hereinafter referred to as  
"DISTRICT," and LANDSCAPE CONTRACTOR,  
hereinafter referred to as "CONTRACTOR"**

**FEDERAL SUBAWARD AMERICAN RESCUE PLAN ACT 2021  
REQUIREMENTS**

The terms of this Exhibit shall apply to Contractor, and all of its subcontractors, Contractors, and any other entities or persons (excluding beneficiaries) receiving or being reimbursed under the Agreement. Contractor shall include this Exhibit in all agreements executed for performance of this Agreement, as relevant. To the extent there are conflicts between this Exhibit and the Agreement, this Exhibit shall prevail unless stated otherwise. Contractors who receive funding under the American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Fund shall comply with all ARPA-applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, project and administrative requirements, policies and any other requirements and any other requirements including but not limited to current and subsequent U.S. Treasury rules, regulations, guidelines, and instructions, executive orders and other applicable laws. This Exhibit includes key provisions of the ARPA set forth in 2 CFR Appendix II to Part 200 (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards), and in no means limits the Contractor's obligation to comply with all applicable requirements of federal, State, and local laws, ordinances, executive orders, regulations, program and administrative requirements, policies and any other requirements as they pertain to the performance of this Agreement.

- A. **Contractor Acknowledgement.** The Contractor acknowledges that it is a Contractor as defined in title 2 of the Code of Federal Regulations ("CFR") 200.93.
- B. **Contractor Compliance with Federal Award.** At all times during which the Contractor is performing under this Agreement, the Contractor shall comply with the terms of the underlying Federal Award, as well as with any guidance provided by the Federal Awarding Agency.
- C. **Compliance with the Federal Uniform Guidance.** The Contractor shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200 (the "Uniform Guidance") when meeting its obligations under this Agreement. The Uniform Guidance can be found at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>.
- D. **References for Emphasis Only.** The parties hereby agree that the specific provisions of the Uniform Guidance – or any other applicable federal, state, or local law – that are referenced in this Agreement are referenced for emphasis only. The exclusion of a specific applicable provision of law from this Agreement does not

alleviate the Contractor from its obligation to comply with any such applicable provisions.

- E. **Federal Agency Guidance Obligations.** By executing this Agreement, the Contractor hereby certifies that it has reviewed 2 CFR Part 200 and any and all relevant Federal Awarding Agency guidance and that it understands its obligations pursuant to such federal regulations and guidance. Contractor is required to comply with the Coronavirus State and Local Fiscal Recovery Fund Federal Provisions: COVID-19 State and Local Fiscal Guidance for State, Territorial, Local and Tribal Governments found at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>; U.S. Treasury COVID-19 State and Local Fiscal Recovery Fund - Final Rule found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>; COVID-19 U.S. Treasury State and Local Fiscal Recovery Funds: Overview of the Final Rule found at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>; COVID-19 State and Local Fiscal Recovery Fund Frequently Asked Questions found at: <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>; COVID-19 State and Local Fiscal Recovery Fund FactSheet found at: <https://home.treasury.gov/system/files/136/SLFRP-Fact-Sheet-FINAL-1-508A.pdf>; U.S. Treasury Assistance Listing 21.027 Coronavirus State and Local Fiscal Recovery Funds found at: <https://www.cfo.gov/assets/files/Treasury%20SLFRF%20Compliance%20Supplement%20Addendum%201%20PDF.pdf>; and any other federal agency guidance relevant to this Agreement.
- F. **Prohibition on Duplicative Funding.** The Contractor may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the District.
- G. **Audits and Records**  
DISTRICT or its designee and the United States Department of the Treasury Office of Inspector General or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR premises, Contractor's financial and program records as necessary to determine compliance with legal and grant agreement requirements and the correctness of claims submitted by Contractor. Contractor shall maintain such records for a period of at least five years following the expenditure of all funds by the District or after December 31, 2026, and shall make them promptly available for copying upon request.
- If Contractor expends seven hundred fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the CONTRACTOR must have a single audit completed and conducted in accordance with 2 CFR § 200.514, unless Contractor elects to have a program-specific audit in accordance with 2 CFR §

200.501(c); and Contractor shall comply with all of the federal auditing requirements found in 2 CFR Subpart F.

- H. **Grant Subaward.** The Contractor shall enter into a written grant subaward agreement for each subaward of ARPA funds that the Contractor makes to a Contractor. The Contractor shall ensure that each written grant subaward agreement for a subaward of ARPA funds imposes on the Contractor all the obligations that this agreement imposes on the Contractor.
- I. **Subcontract.** The Contractor shall enter into a written contract when it purchases goods or services using ARPA funds. All procurement contracts using ARPA funds shall be consistent with the procurement standards set forth in title 2, CFR, sections 200.317 through 200.327, as applicable. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain 2 CFR Part 200 Appendix II provisions, listed in Exhibit E of this Agreement, as applicable.
- J. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the District due to a disallowance or finding that an expense or cost for which the District provided Subaward funding to the Contractor was in any way improper or not in compliance with the Federal Award, the Contractor shall return any associated funds to the District within a reasonable time period as mutually agreed upon by the District and the Contractor, or within six (6) months, whichever is the later of the dates.
- K. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (“**Remedies for Noncompliance**”), if the Contractor fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or District may impose, and the Federal Awarding Agency or District determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or District may take one or more of the following actions, as appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by the Federal Awarding Agency or District;
  - 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  - 3. Wholly or partly suspend or terminate this Agreement;
  - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the District;
  - 5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

- L. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, the Contractor, or any other party pertaining to any matter resulting from this Agreement.
- M. **Federal Awarding Agency Seal, Logo, and Flags.** The Contractor shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
- N. **Suspension and Debarment.** The Contractor acknowledges and understands that the regulations at 2 CFR Part 180 (“**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**”) specifically prohibit the District from entering into a “**Covered Transaction,**” as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (“**SAM**”) Exclusions list.
- O. **Federal Non-Discrimination.**
  - 1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
  - 2. The Contractor shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
  - 3. The Contractor shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
  - 4. The Contractor shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- P. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of “**Funding Agreement**” under 37 CFR § 401.2(a), and the Contractor is a small business firm or nonprofit organization, then the Contractor hereby acknowledges and understands that the District is obligated to comply with the requirements of 37 CFR § 401 (“**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**”), and any implementing regulations issued by the Federal Awarding Agency.
- Q. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 USC Chapter 38 (“**Administrative Remedies for False Claims and Statements**”) applies to the Contractor’s actions pertaining to this Agreement.
- R. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

S. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

The Contractor is prohibited from obligating or expending any portion of the Subaward funds to:

- a. Procure or obtain;
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- T. **Procurement of Recovered Materials.** If the Contractor is a state agency, a political subdivision of a state, or a CONTRACTOR of a state agency or political subdivision of a state, then it must comply with the requirements of 2 CFR § 200.323 (“**Procurement of Recovered Materials**”). For the purposes of this provision, the Contractor does not meet the applicable definition of “CONTRACTOR” of a state or political subdivision of a state. However, if the Contractor is a state agency or a political subdivision of the state, then it must meet the requirements of this paragraph.
- U. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one- hundred thousand dollars (\$100,000) in value, the Contractor shall certify to the District that it shall not use, and has not used,

federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and disclose to the District any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

V. **Clean Air Act.** If this Agreement exceeds one hundred fifty thousand dollars (\$150,000) in value, the Contractor shall:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
2. Report each violation of the Clean Air Act to the District. Additionally, the Contractor hereby acknowledges that the District shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

W. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred fifty thousand dollars (\$150,000), the Contractor shall:

- a. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.;
- b. Report each violation of the Federal Water Pollution Control Act to the District. Additionally, the Contractor hereby acknowledges that the District shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
- c. Include these requirements in each subcontract that exceeds one hundred fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

X. **CONTRACTOR Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on CONTRACTOR employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold.

Y. **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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**EXHIBIT E to Agreement between the CARMICHAEL  
RECREATION & PARK DISTRICT, hereinafter referred to as  
"DISTRICT", and LANDSCAPE CONTRACTOR hereinafter  
referred to as "CONTRACTOR"**

**FEDERAL CONTRACTING PROVISIONS**

**Appendix II to Part 200: Contract Provisions for Non-Federal Entity Contracts  
Under Federal Awards – AMERICAN RESCUE PLAN ACT (ARPA) OF 2021**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. Contractor shall include the terms of this Exhibit in all contracts executed for performance of services provided pursuant to this Agreement, as applicable.

**(A) Remedy for Breach.** Contracts in excess of \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B) Termination for Cause.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for

compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) Procurement of recovered materials, § 200.323:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**(K) Prohibition on certain telecommunications and video surveillance services or equipment, § 200.216:**

(a) Recipients and Contractors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision

Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

**(L) Domestic preferences for procurements, § 200.322:**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **(M) Assurance of Compliance with Civil Rights Requirements**

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

### **(N) Access to Records**

- a. The Contractor agrees to provide the District of Sacramento, the primary Contractor of the federal funding, if any, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the Federal Awarding Agency or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

### **(O) Federal Awarding Agency Seal, Logo, and Flags.**

The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific pre-approval.

### **(P) Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

**(Q) No Obligation by the Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

**(R) Fraud and False or Fraudulent Statements or Related Acts.**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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