**Project Title and Job Number: Date:**

**Purchase Order #: Supplemental Contract No.:**

The City of Sacramento ("City") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("Contractor"), as parties to Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Technical Specifications/Scope of Work specified in Exhibit A of the Contract is amended as follows:

**Describe additional and/or revised goods and services or incorporate by reference an Attachment 1 to this document describing additional and/or revised goods and services, including any extension to the time of performance**

2. In consideration of the additional and/or revised goods and services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased/decreased** by \_\_\_\_\_\_\_\_\_\_\_, and the Contract’s maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount: \_\_\_\_\_\_\_\_\_\_

Net change by previous supplemental contracts: \_\_\_\_\_\_\_\_\_\_

Not-to-exceed amount prior to this supplemental contract: \_\_\_\_\_\_\_\_\_\_

**Increase/decrease** by this supplemental contract: \_\_\_\_\_\_\_\_\_\_

New not-to exceed amount including all supplemental contracts: \_\_\_\_\_\_\_\_\_\_

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised goods and services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised goods and services, including costs associated with any changes and/or delays in schedules or in the delivery of other goods and services by Contractor.

4. The attached Federal Conditions Exhibit (Attachment A) is hereby incorporated into the Contract.

5. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.

6. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall provide all of the goods and perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

**[SIGNATURES ON FOLLOWING PAGE]**

**[Delete this signature page if using Digital Signatures]**

**Approval Recommended By: Approved As To Form By:**

Project Manager City Attorney

**Approved By:**

Contractor

**Approved By:**

Authorized Signatory, Title

City of Sacramento

**Attachment A**

**FEDERAL CONDITIONS**

**1. DEBARMENT CERTIFICATION**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor’s responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government’s System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor’s warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

**2.** **NON-DISCRIMINATION**

During the performance of this contract, the Contractor agrees:

1. To comply with all Federal nondiscrimination laws and equal opportunity laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal law or regulation, including but not limited to:

* + 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., Treasury’s implementing regulations at 31 C.F.R.Part 22, and any applicable implementing federal directives that may be issued;

* + 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.);

(3) The Older Americans Act, as amended (42 U.S.C. 6101), Section 324 of title 23 U.S.C., prohibiting discrimination based on gender, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23; and

(4) The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

1. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the City or the applicable federal agency;
2. That, in the event Contractor fails to comply with any nondiscrimination provisions in this contract, the City and the applicable federal agency will have the right to impose such contract sanctions as they determine are appropriate, including but not limited to withholding payments to the contractor until the contractor complies, and/or cancelling, terminating, or suspending this contract, in whole or in part; and
3. To insert this clause, including paragraphs (a) through (e), in every subcontract and in every solicitation for a subcontract.

G. Compliance with all Non-Discrimination and Equal Employment Opportunity Laws:

(1) It is the City’s policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal and state anti-discrimination laws and regulations. The City does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. The City prohibits discrimination by its employees, contractors and consultants.

(2) Contractor assures the City that it complies with, and that Contractor will require that its subcontractors comply with, all non-discrimination and equal opportunity laws.

(3) Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City may deem appropriate.

**3. ALLOWABLE COSTS**

Contractor agrees that any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under the applicable provisions of 2 CFR, Part 200, are subject to repayment by Contractor to the City. Disallowed costs must be reimbursed to the City within sixty (60) days unless the City approves in writing an alternative repayment plan.

**4. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)**

A. Contractors who apply or bid for an award of $100,000 or more, and any subcontractors, must provide the certification below. Each tier must certify 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the awarding agency.

B. By signing this Agreement, Contractor certifies, to the best of his or her knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) None of the funds paid under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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

C. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

D. Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

**5. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION**

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any Cityemployee. For breach or violation of this warranty, Cityshall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**6. BUY AMERICA ACT**

The City and Contractor will comply with the Buy America requirement (23 U.S.C. 313). Buy America requires the City and Contractor to purchase only steel, iron, and manufactured products produced in the United States, unless the applicable federal agency determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall contract by more than 25 percent. In order to use foreign produced items, the Contractor must first submit a waiver request to the City that provides an adequate basis and justification for approval by the applicable federal agency.

**7. DRUG-FREE CERTIFICATION**

By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of 31 C.F.R. Part 20 (Governmentwide Requirements for Drug-Free Workplace) and the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The person’s or the organization’s policy of maintaining a drug-free workplace;

(3) Any available counseling, rehabilitation, and employee assistance programs; and

(4) Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee of Contractor who works under this Agreement shall:

(1) Receive a copy of Contractor’s Drug-Free Workplace Policy Statement; and

(2) Agree to abide by the terms of Contractor’s Statement as a condition of employment on this Agreement.

**8. ENVIRONMENTAL COMPLIANCE**

Contractor agrees to comply with the Clean Air Act (42 U.S.C. §7401 *et seq*.), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq*.), Executive Order 11738, all Environmental Protection Agency (“EPA”) Regulations (40 CFR) and all applicable standards, orders or regulations issued pursuant thereto. Contractor agrees to report any violation of these statutes and regulations to the City and understands and agrees that the City will, in turn, report each violation, as required, to assure notification to the appropriate federal agency and EPA Regional Office.

**9. RECORDS OF CONTRACTOR**

A. During the performance of this Contract and for a period of five years after the final payment is made, Contractor shall maintain all records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor’s costs for performance under this Contract and records of Contractor’s Reimbursable Expenses.

B. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

C. Records to be retained include, but are not limited to:

(1) General ledger and subsidiary ledgers used to account for the receipt of funds from the City and the disbursements of such funds for eligible expenses related to the provision of Services;

(2) Budget records for 2020 and through the fiscal year of this Contract; payroll, time records, and human resource records to support costs incurred for payroll expenses related to the provision of Services;

(3) Receipts of purchases made relating to the Services;

(4) Contracts and subcontracts entered into to provide the Services, and all documents related to such contracts;

(5) All reports, auditors, or other monitoring of subcontractors;

(6) All documents supporting the provision of Services;

(7) All internal and external communications (including email) related to the Services; and

(8) All investigative files and inquiry reports involving the Services.

**10. SUBCONTRACTOR COMPLIANCE**

Contractor agrees that all subcontracts shall contain the provisions of this Exhibit.

**11. REMEDIES**

Should Contractor violate of any of the terms of this Contract, City may terminate the Contract and pursue all available legal and equitable remedies.

**12. RECOVERED MATERIALS**

A. In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

C. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act: (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

**13. DHS SEAL, LOGO, AND FLAGS**

Contractor shall not use the U.S. Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific pre-approval from the U.S. Federal Emergency Management Agency (“FEMA”).

**14. COMPLIANCE WITH FEDERAL LAW**

Contractor acknowledges that federal financial assistance (e.g., FEMA funds, CARES Act funds, American Rescue Plan Act funds) may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and all policies, procedures, and directives issued by the applicable federal funding agency (e.g., FEMA, U.S. Department of the Treasury).

**15. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract. The federal government disclaims any and all responsibility or liability to Contractor or any third parties for claims resulting from the death, bodily injury, property damages, or any other losses resulting from the performance of this contract.

**16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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.

**17. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event that Contractor or any subcontractor is contracting for work requiring or involving the employment of laborers or mechanics, the following terms shall apply:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**18. PUBLICATIONS**. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

**19. INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**20. REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

**21. PROTECTIONS FOR WHISTLEBLOWERS**. Pursuant to 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against any employee in reprisal for disclosing an information the employee reasonably believes is evidence of gross mismanagement of this contract, a gross waste of federal funds, an abuse of authority related to this contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to this contract.