



SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA)

INVITATION FOR SEALED BIDS

GENERAL CONTRACTOR SITE SERVICES

**FOR TENANT IMPROVEMENT AND SITE WORK
NORTHVIEW EARLY LEARNING CENTER**

Date Released: November 15, 2021

Due Date: December 16, 2021

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INTRODUCTION

INVITATION FOR SEALED BIDS

The Sacramento Employment and Training Agency (SETA) Head Start/Early Head Start Program serves more than 5,200 families and their children, ages zero to five, including pregnant woman. Services are provided by the grantee (SETA), three partners, and five delegate agencies, including four school districts and one community based organization. SETA, along with delegate agencies and partners provide preschool and infant/toddler services throughout Sacramento County, including designated cities of Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, and Sacramento and all unincorporated areas of the county. SETA and its delegate agencies/partners operate more than 100 school locations throughout Sacramento County.

SETA currently operates an Early Learning Center (ELC) program housed in an existing building located at 2401 Northview Drive, Sacramento CA. SETA has already procured architect/design services with Williams + Paddon Architects and project management services with Brailsford & Dunlavey.

This Invitation for Sealed Bids ("IFSB") seeks to procure the General Contractor services required to complete the Northview ELC project. The prime General Contractor shall possess a valid Class B license issued by the State of California. All sealed bids must be submitted in writing. The award of a contract to the successful bidder is made to the qualified bidder offering the lowest price.

DO NOT ATTEMPT TO WRITE YOUR BID UNTIL YOU HAVE READ THIS INVITATION FOR SEALED BIDS IN ITS ENTIRETY.

**INVITATION FOR SEALED BIDS
CALENDAR**

Date

Event

November 15, 2021

Release of Invitation for Sealed Bids

November 15, 2021 and
November 22, 2021

Public Notice Published in the Sacramento Bee

November 23, 2021 by 2:00pm

Bidders Conference and Onsite Bid Walk -
MANDATORY

**2401 Northview Drive
Sacramento, CA**

December 9, 2021 by 2:00pm

Bid Questions Due

All bid questions must be submitted in
writing by the due date to Cody Carpino at:
CCarpino@bdconnect.com

December 13, 2021 by 2:00pm

Bid Addendums / Q&A Posted

Final addendum and Q&A will be sent out to all
prospective bidders known to have received the
Invitation for Bids. Additionally, Q&A will be
posted on SETA's website at:

<http://www.seta.net/public-notice-rfps/>

December 16, 2021 by 2:00pm

WRITTEN BIDS DUE at SETA

925 Del Paso Blvd., Suite 100

Sacramento, CA 95815

NO EXCEPTIONS

December 16, 2021 at 2:05pm

Bid Opening

GENERAL INFORMATION

Bid Conditions

This is a sealed bid procurement. Bids must be submitted in a sealed envelope with the bid number and closing date and time shown on the outside of the envelope.

A written bid results in a binding offer from the bidder to SETA and incorporates all of the General Conditions described in Attachment A ("General Conditions to Invitation for Sealed Bids").

Extension of Bid Closing Date or Time for Receipt of Bids

Extension of a closing date or time for the receipt of sealed bids is permissible at any time as long as all known prospective bidders are notified. All bids received prior to or after the original closing date or time shall be kept sealed until the later closing date or time is reached. If an extension of the closing date is made, a bidder may seek the return of its original bid in order to submit a new bid before the extended closing date.

Extensions of the closing date for the receipt of sealed bids may be required for several reasons, such as insufficient time for bidders to prepare bids; a request from one or more potential bidders for additional response time that SETA, in its sole discretion, deems to be in the best interest of SETA to grant; a rescheduling of work by SETA; a departmental request within SETA for a later closing date; or a major change in the bid specifications.

Late Bids, Mistakes in Bids and Minor Deviations

Late bids are not acceptable under any circumstances in sealed bid situations. All late bids must be date stamped to show the time of actual receipt and then returned un-opened to the late bidder.

If a bidder makes a mistake in a sealed bid, the bidder may be relieved of the mistake as follows:

Mistake Discovered Before Bid Opening. A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid prior to bid opening.

- a. Mistake Discovered After Bid Opening. If the mistake is clerical in nature and if, in the sole discretion of SETA, the mistake is considered significant, the bidder may be relieved of its bid in accordance with the provisions of Sections 5100 through 5108 of the Public Contract Code, including the provisions of Section 5103 requiring notice to SETA within five (5) calendar days of the bid opening.
- b. Mistake of Judgment. If the mistake is one of judgment or carelessness in inspecting the site of the work or in reading the invitation for bids and specifications, the bidder may be relieved of the bid only if SETA, in its absolute discretion, determines that it is in the best interest of SETA to do so.
- c. Minor Deviations. Minor deviations or irregularities, such as failure to submit requested descriptive literature, may be waived at the option of SETA.

Receipt and Opening of Sealed Bids

When sealed bids are received, they shall be time stamped by SETA's receptionist and deposited unopened in the bid file. Any bid not showing a bid number on the outside of the envelope and opened with the regular mail will be inspected for a bid number that will be noted on the outside of the envelope, and the envelope then resealed and placed in the bid file. Any bid received after the time of closing as stated in the IFSB shall be time stamped to show the date of receipt and then returned to the bidder unopened, as specified in Government Code §53068.

Sealed bids will be publicly opened at the date and time specified in the IFSB by the SETA employee responsible for the procurement. Any bidder shall have the opportunity to read and abstract information from the bids received by SETA following the bid opening.

Analysis of Sealed Bids by SETA

Depending on the size and complexity of the procurement, analysis of the sealed bids may be determined immediately following the opening of bids or at a later time by the SETA employee responsible for the procurement.

The SETA employee responsible for preparing the IFSB shall review all bids for completeness, accuracy and compliance with the stated specifications. When necessary, a bid abstract will be prepared by such employee to summarize the bids received. Whether or not a bid abstract is prepared to compare the bids, the results of the bid analysis and supporting notes should be clearly available in the procurement file.

Following the opening of the sealed bids, bidders may obtain copies of any document in the bid file regarding a procurement, as long as the document is not confidential.

Cancellation of Invitation for Sealed Bids

SETA reserves the right to cancel the IFSB, or any and all bids rejected in whole or in part, when it is in the best interest of SETA to do so and is in accordance with SETA's Procurement Policies and Procedures.

After Bid Opening

After bid opening but prior to award of the contract, all bids may be rejected in whole or in part when the SETA employee in charge of the procurement determines in writing that such action is in SETA's best interest for reasons including, but not limited to, the following:

- a. The supplies or services that are the subject of the procurement are no longer required;
- b. Ambiguous or otherwise inadequate specifications were part of the IFSB;
- c. The IFSB did not provide for consideration of all factors of significance that SETA would be using to select the winning bid;
- d. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
- e. All otherwise acceptable bids are at clearly unreasonable prices; or

- f. There is reason to believe that the bids may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith.

Rejection of Individual Bids

Individual bids may be rejected in whole or in part when it is in the best interest of SETA to do so. The SETA employee responsible for the procurement shall document in writing the reasons for rejecting any bid, which may include, but are not limited to, the following:

- a. The bid is non-responsive to the specifications and does not conform in all material respects to the IFSB;
- b. The goods or services offered in the bid are unacceptable by reason of their failure to meet the requirements of the specification or permissible alternatives or other acceptability criteria set forth in the IFSB;
- c. The proposed price is clearly unreasonable; or
- d. The bidder has been suspended or debarred from participation in SETA procurements.

Disposition of Rejected Bids

When bids are rejected or an IFSB canceled after bids are received, the bids that have been opened shall be retained in the procurement file. If the bids are unopened, they shall be returned to the bidders upon request, or otherwise disposed of by SETA.

Litigations Status

Bidders are requested to furnish any information on the nature and magnitude of any litigation whereby, during the past three years, a court has ruled against their firm in any matter relating to services similar in nature to those being solicited by this IFSB. In addition, proposers are asked to describe the nature, magnitude and status of any litigation, current or pending, against their firm in any manner related to services that may be similar in nature to those being solicited by this IFSB.

Recognizing the need to maintain confidentiality in this matter, proposers may provide this information in a separate letter directly to the following:

Ms. Kathy Kossick
Executive Director
Sacramento Employment and Training Agency
925 Del Paso Blvd.
Sacramento, CA 95815

If preferred to do so, this information on litigation may be included as part of a bidder's formal proposal.

PROJECT INFORMATION

Bid Due Date	December 16, 2021 at 2:00 PM (PST) <u>Timely response to the Invitation for Sealed Bids is mandatory and no late bids will be considered – NO EXCEPTIONS.</u>
Submit Written Sealed Bids to	SETA RE: Northview ELC 925 Del Paso Blvd., Suite 100 Sacramento, CA 95815
Project Location	2401 Northview Drive Sacramento, CA
Construction Start Date	January 10, 2022
Construction Completion Date	July 1, 2022 <i>Construction/project work shall not extend beyond July 1, 2022</i>

Scope of Work

This project generally consists of a full tenant improvement of interior spaces and related site work. The General Contractor will be required to provide general contractor services including, but not limited to: full gut of interior spaces, new non-bearing walls, finishes, and MEP related items as well as demolition of hardscape around existing building, underground site utilities including connections to existing and new public utilities, and walkways (all ADA compliant) as shown in the construction documents.

Bid proposals should include a draft schedule of General Contractor work.

The project must be bid in two Sections, a Base Bid and an Additive Alternative #1, described as follows:

Section 1 - Base Bid

The Base Bid will consist of all work related to the tenant improvement and site work including, but not limited to, the following categories:

- Demolition of interior spaces and full tenant improvement work
- Demolition of any hardscape areas
- General site requirements such as: providing temporary facilities, temporary fencing, portable toilets, field office, temporary power service, temporary water and phone/data.

- Earthwork
- Asphalt Concrete
- Site Concrete
- Storm Drains
- Domestic Water
- Sanitary Sewer
- Landscaping
- Condensate Drain
- Electrical Service
- Power Distribution
- Site Lighting
- Telephone/Data/Security
- Fire Alarm
- Other

Section 2 - Additive Alternate #1

The Additive Alternate #1 will consist of replacing wall FRP at student restrooms (total of 3 between classrooms) with ceramic tile. Please see architectural drawings and specifications for more detail.

Please review all bid sets prepared by Williams + Paddon Architects + Planners.

Prospective bidders may designate those portions of the bid that contain trade secrets or other proprietary data that the bidder requires to be kept confidential.

Bid Sets

Bid sets will be made available through **Signature Reprographics**, 620 Sunbeam Avenue, Sacramento, CA 95811, (916) 454-0800. The cost of the bid sets is the responsibility of the bidder. SETA cannot reimburse the bidder any costs incurred in preparation of the bid.

Schedule

General Contractor services required for this project are scheduled to commence on January 10, 2022. Due to the funding requirements of this project, all work must be completed no later than July 1, 2022.

Prevailing Wages

This project is funded with federal dollars and is subject to prevailing wages. All work must comply with the Davis Bacon Act and California Labor Law regarding Public Works. Successful applicants must be registered with the California Department of Industrial Relations to perform Public Works jobs within California. All subcontractors must also be registered with the California Department of Industrial Relations.

Bidder Questions

All bidder questions must be electronically submitted in writing to Cody Carpino, at CCarpino@bdconnect.com. All questions are due to Brailsford & Dunlavey by December 9, 2021 by 2:00pm. All questions and answers will be posted electronically to all known plan holders and on the SETA website located at <http://www.seta.net/public-notice-rfps/> no later than December 13, 2021 by 2:00 p.m. Please note that there will be a **mandatory** bidders conference and onsite bid walk at the Project Site, 2401 Northview Drive, Sacramento, CA on November 23, 2021 at 2:00pm.

Bond Requirements

The contractor will be required to furnish corporate surety bonds for the benefit of SETA. This project is subject to the following bond requirements:

Bid Guarantee – bidders will be required to post a Bid Guarantee equal to five percent (5%) of the bid price if the bid exceeds \$150,000.

Performance Bond – the successful contractor will be required to furnish corporate surety bond for the benefit of SETA in a sum not less than the total amount payable under the construction contract.

Payment Bond - the successful contractor will be required to furnish corporate surety bond for the benefit of SETA in a sum not less than the total amount payable under the construction contract.

Construction Agreement

The contractor will be required to execute a Construction Agreement substantially in the form attached hereto as Attachment B, and the contractor should review and be prepared to comply with its provisions.

SUBMISSION OF BID

Bid Due Date	December 16, 2021 at 2:00 PM (PST) <u>Timely response to the Invitation for Sealed Bids is mandatory and no late bids will be considered - NO EXCEPTIONS.</u>
Submit Written Bids To	SETA RE: Northview ELC 925 Del Paso Blvd., Suite 100 Sacramento, CA 95815
Submission Documents (see instructions below)	Bidders Information Form (Attachment C) Qualification Certifications (Attachment D)

All required documentation must be submitted in writing in sealed envelopes by the bid due date.

Bid Submittal Requirements

Completed sealed bids must be submitted no later than 2:00 PM Pacific Standard Time on December 16, 2021 at the main desk of the SETA offices located at 925 Del Paso Boulevard, Suite 100, Sacramento, CA 95815. All sealed bids received shall be time stamped by SETA's receptionist and will be deposited unopened into the bid file. Any bid received after 2:00 PM on December 16, 2021 shall be time stamped to show the date of receipt and then returned to the bidder unopened, as specified in Government Code §53068.

A written bid results in a binding offer from the bidder to SETA and incorporates all of the General Conditions described in Attachment A, "General Conditions to Invitation for Sealed Bids".

Selection

The selection will be made based on the lowest total bid submitted for the Sections of the project selected by SETA for completion (either the Base Bid, without Additive Alternative #1, or the Base Bid plus Additive Alternate #1). The award of a Construction Agreement to the successful bidder is made to the qualified bidder offering the lowest price for the selected project Sections.

REQUIRED DOCUMENTATION TO SUBMIT

All required documentation must be submitted. Missing or incomplete information will disqualify the bid.

Bidders Information Form (Attachment C)

Fully complete and sign the attached Bidders Information Form with all applicable information. This project is considered a Public Works project and all successful bidders must be registered with the Department of Industrial Relations (DIR) and provide their DIR number. The lack of a current DIR number will disqualify the bid.

Qualification Certifications (Attachment D)

All qualification certifications in Attachment D must be completed, signed by an authorized individual, and submitted by the bid due date. Incomplete certifications may disqualify the bid.

INVITATION FOR SEALED BIDS CHECKLIST

THE FOLLOWING MUST BE COMPLETED BY ALL RESPONDENTS AND SUBMITTED WITH THE BID:

- ☐ Bidders Information Form (Attachment C)

TO MAINTAIN UNIFORMITY OF RESPONSE, THE FOLLOWING EXHIBITS SHOULD BE LETTERED AS OUTLINED BELOW AND ATTACHED AT THE BACK OF YOUR BID. DO NOT RELETTER EXHIBITS.

THE FOLLOWING ATTACHMENTS MUST BE COMPLETED BY ALL RESPONDENTS AND SUBMITTED WITH THE BID. ALL FORMS MAY BE FOUND IN **ATTACHMENT D.**

- ☐ ATTACHMENT #1 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- ☐ ATTACHMENT #2 Certification Regarding Lobbying
- ☐ ATTACHMENT #3 Certification Regarding Drug-free Workplace Requirements

ATTACHMENT A

General Conditions for Invitation for Sealed Bids

GENERAL CONDITIONS TO INVITATION FOR SEALED BIDS

1. PREPARATION OF PROPOSALS:

a. All bids shall be written in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of the proposal. Corrections must be initialed in ink by the person signing the bid.

b. All bids must contain the bidder's name, street address, telephone number, and state contractor's license number.

c. Corrections and modifications will not be accepted after the closing time for bids.

d. The time for delivery of an article or completion of the work shall be stated as the number of calendar days following receipt of the construction contract by the vendor to completion of the work or receipt of the article by SETA.

e. The bid shall state the time for delivery or completion of the work which may be a consideration in the award of the contract.

f. Prices will be considered as net if no cash discount is shown.

g. All bids shall be dated and signed by an authorized officer or employee of the bidder.

h. Bids must be submitted by the date and time specified in order to be considered. No late bids, telegraphic bids, bids sent by facsimile (fax) transmission or telephone bids will be accepted.

i. Bids must be submitted in a sealed envelope with the bid number and closing date and time shown on the outside of the envelope.

2. BRAND NAMES:

a. Brand names and numbers, when used, are for reference to indicate the character or quality desired.

b. Equal items will be considered, provided the bid clearly describes the article. Offers of equal items shall state the brand, number or level of quality. The determination of SETA, as to what items are equal, shall be final and conclusive.

c. When brand, number, or level of quality is not stated by the bidder, it is understood that the bid is exactly as specified.

3. SAMPLES:

a. Samples of articles, when required, shall be furnished free of cost of any sort to SETA.

b. Samples of articles selected may be

retained for future comparison.

c. Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at the bidder's cost.

4. TAXES:

a. Do not include sales, use, or federal excise taxes in the proposal.

b. If your company is outside California and collects use tax, please state the amount as a separate item if SETA is to remit the tax.

c. Exemption certificates will be furnished when federal excise tax is exempted.

5. LIABILITIES:

The vendor/successful bidder shall hold SETA, its Governing Board, officers, agents, servants and employees harmless from all liability of any nature or kind because of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the proposal, and agrees to defend, at vendor's own expense, any and all actions brought against the Sacramento Employment and Training Agency, its Governing Board, officers, agents, servants and employees because of the unauthorized use of such articles.

6. CASH DISCOUNTS:

In connection with any cash discount specified in the proposal, time will be computed from the date of completion of the project or delivery of the supplies or equipment as specified, or from the date correct invoices are received by SETA if the later date follows the date of delivery. For the purpose of earning the discount, payment is deemed made on the date of SETA's mailing the warrant or check to vendor.

7. DEFAULT BY VENDOR:

In case of default by the vendor, SETA may procure the articles or services from other sources and may deduct from any monies then due, or that may thereafter become due to the vendor, the difference between the price named in the contract and the actual cost thereof to SETA. Prices paid by SETA shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the absolute discretion of SETA.

8. AWARDS:

SETA reserves the right: (1) to award bids received on the basis of individual terms, or groups of items, or on the entire list of items; (2) to reject any or all proposals, or any part thereof; (3) to waive any informality in the proposals;

and (4) to accept the proposal that is in the best interest of SETA. SETA's decision shall be final.

9. RIGHT TO AUDIT:

SETA reserves the right, on behalf of itself, the Federal Government and the State of California, or any of their duly authorized representatives, to verify by examination of the vendor's records, all invoiced amounts when firm prices are not set forth in the contract.

10. ASSIGNMENT:

In submitting a bid to SETA, the bidder offers and agrees that if the bid is accepted, it will assign SETA all rights, title and interest in and to all causes of action the bidder may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code] arising from the purchases of goods, materials, or services by the bidder for sale to SETA pursuant to the bid. Such assignment shall be made and become effective at the time SETA tenders final payment to the bidder.

11. EQUAL EMPLOYMENT OPPORTUNITY:

Bidder agrees to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor Regulations (41 CFR Part 60) for all construction contracts awarded in excess of \$10,000.

12. NO KICKBACKS:

Bidder shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented in Department of Labor Regulations (29 CFR Part 3) for any construction or repair contract.

13. FAIR LABOR STANDARDS:

Bidder shall comply with the Davis-Bacon Act (40 U.S.C. §§276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) for all construction contracts in excess of \$2,000 when required by Federal grant program legislation. Bidder shall further comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327 to 330) as supplemented by Department of Labor Regulations (29 CFR Part 5) for all construction contracts awarded in excess of \$2,000 and all other contracts awarded in excess of \$2,500 which involve the employment of mechanics or laborers.

14. MBE/WBE PARTICIPATION:

SETA has a policy of encouraging the utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in the procurement of goods and services whenever possible. Consistent with federal regulations, SETA conducts outreach to such firms by: (1) placing qualified small and minority businesses, and women's business enterprises on solicitation lists; (2)

assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (5) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above. If any bid includes subcontracts, the bidder must submit information with its bid demonstrating outreach in compliance with these provisions.

15. LIQUIDATED DAMAGES:

Bidder acknowledges that the SETA standard form construction contract contains a liquidated damages provision which will require bidder to pay SETA liquidated damages of \$100 per day for each day completion of the construction contract is delayed beyond the date for completion specified in the proposal or contract, which reads as follows:

"Liquidated Damages for Delay. It is agreed by the parties to this Agreement that time is of the essence, and that in case all work called for under the contract is not completed in all respects and requirements within the time called for, plus any extensions of time which may have been granted, damage will be sustained by SETA, and that it is, and will be, impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum of \$100 per day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to SETA that sum for each and every calendar day's delay beyond the time prescribed; and that the Contractor further agrees that SETA may deduct and retain the amount thereof from any monies due the Contractor under the contract."

16. STANDARD FORM CONSTRUCTION ACT:

Bidder acknowledges that upon award of any construction contract, bidder will be required to enter into SETA's standard form construction contract which contains provisions regarding liability insurance and workers compensation insurance to be carried by bidder, as well as other legal requirements which bidder will be required to satisfy. Bidder should review the SETA standard form construction contract before submitting its bid. A copy of the SETA standard form construction contract is attached.

17. BONDING REQUIREMENTS:

On all construction contracts where the cost will be in excess of \$25,000, the contractor to whom the contract is awarded will be required to post a Payment Bond equal to the value of the contract as well as post a Performance Bond to guaranty faithful performance of the work.

18. **INDEPENDENT BID:**

By submitting a bid or price, the vendor certifies that its bid or price was independently prepared and was not determined in collusion with other potential vendors for the same contract.

19. **LIMITATIONS:**

The Sacramento Employment and Training Agency ("SETA") shall not pay for any costs incurred by any respondents in the preparation of a proposal or related materials in response to this Invitation for Bids. Completion of a response to the Invitation for Bids does not, in any way, commit SETA to award a contract. If only one responsive proposal is received, SETA will deem this competition to have failed. In such an event, SETA may, in its sole discretion, proceed with sole source procurement or cancel this Invitation for Bids and proceed with a new competitive procurement.

20. **BID PROTESTS:**

Any bidder who is aggrieved in connection with the manner in which the solicitation of bids was made or the contract awarded may file a written bid protest with the head of the Fiscal Division. In cases where a contract is awarded under a procedure providing for competitive bidding but the contract is not awarded to the bidder with the lowest numerical price, then such bidder shall be notified at least five (5) calendar days prior to the execution of the contract with another responsible bidder. Upon written request by any bidder who has submitted a bid, notice shall be posted by SETA in a public place at least five (5) calendar days prior to executing the contract.

Prior to SETA's execution of the contract, any bidder who has submitted a bid may file a written protest with the head of the Fiscal Division against the execution of the contract on the ground that such bidder is the lowest responsible bidder meeting specifications. The contract shall not be executed until either the protest is withdrawn or the head of the Fiscal Division has made a final decision as to the action to be taken relative to the protest.

Within five (5) calendar days after filing a protest, the protesting bidder shall file with the head of the Fiscal Division a full and complete written statement specifying in detail the grounds of the protest and the facts and evidence in support thereof.

Resolution of Protests.

The head of the Fiscal Division shall also have the discretion to refer disputed material facts to a designee for determination of findings of fact. The head of the Fiscal Division may reject any such findings, in whole or in part, only after specifically determining them to be arbitrary and capricious or clearly erroneous.

If the bid protest is not resolved by mutual agreement, the head of the Fiscal Division shall issue a written decision on the bid protest within ten (10) calendar days after the conclusion of the receipt of information and evidence, and shall notify all interested parties in writing of such decision.

Stay of Procurement During Protest.

In the event of a timely protest, SETA shall not proceed further with the execution of the contract unless the head of the Fiscal Division, in consultation with Legal Counsel for SETA, makes a written determination that the execution of the contract without delay is necessary to protect a substantial interest of SETA and the timely discharge of its public functions.

Appeals to the SETA Governing Board.

Any appeal to the SETA Governing Board of a bid protest decision shall be in writing and shall be filed with the Clerk of the Governing Board within five (5) calendar days after the mailing of the final decision of the head of the Fiscal Division to the affected person or business. The person or business so appealing shall describe the reasons upon which the appeal is based and provide copies of any written materials such bidder wishes to introduce in support of the appeal. The Clerk of the Governing Board shall set the matter for review at the first available time on the Governing Board's regular agenda. At such appeal before the Governing Board, the Board's review shall be limited to those alleged errors and irregularities the affected bidder asserts have taken place in the making of the decision regarding the bid protest by the head of the Fiscal Division or in the evidence in support thereof. There will be no testimony or cross examination of witnesses unless the Governing Board, in its sole exercise of discretion, deems such testimony and cross-examination necessary and appropriate for it to decide the appeal.

Notices.

Any notices required by, or made pursuant to this section pertaining to bid protests, shall be in writing and shall be served in person or by sending by certified mail, return receipt requested, in the United States mail.

ATTACHMENT B

Construction Agreement

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this _____ day of _____, 20____, between the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency, hereinafter referred to as "SETA," and _____ hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, SETA heretofore caused specifications for the work hereinafter mentioned to be prepared; and

WHEREAS, SETA obtained quotes for the performance of said work in compliance with federal regulations; and

WHEREAS, the Contractor submitted to SETA a quote for the performance of said work as specified in said specifications which SETA desires to accept.

NOW, THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

1. CONTRACT DOCUMENTS.

The following documents are by this reference incorporated in and made a part of this Agreement: Exhibit A - Standard Construction Contract Conditions attached hereto, including Exhibit A-1 - Davis-Bacon Act Attachment; Exhibit B - Scope of Work; Exhibit C - Contractor's Bid; and Exhibit D - Notice to Commence. This Agreement, together with all exhibits, are collectively referred to herein as the "Plans and Specifications," and by such reference are incorporated herein and made a part of this Agreement.

2. SCOPE OF WORK.

The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship as provided for and set forth in the Plans and Specifications.

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

3. **COMPLETION.**

The work shall be completed and ready for acceptance no later than the completion date set forth in a written notice, delivered to Contractor by first class mail, postage prepaid, to commence work, which notice shall be substantially in the form attached hereto as Exhibit D ("Notice to Commence"). The commencement date set forth in the Notice to Commence shall be not less than seven (7) days after the date of the Notice and the completion date shall be not less than sixty (60) days after the commencement date. Contractor acknowledges and agrees that failure to complete the work by the completion date set forth in the Notice to Commence will result in Contractor's liability for the payment of liquidated damages of \$100 per day as described in Paragraph 16 of the Standard Construction Contract Conditions.

4. **PAYMENT.**

Attached hereto as Exhibit "C" is the quote of Contractor. Said quote contains the full and complete schedule of the different items with the lump sums or unit prices specified.

SETA agrees, in consideration of the work to be performed and subject to the terms and conditions hereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and this Agreement, as follows:

- (a) Upon completion and acceptance of the work, SETA will pay Contractor in the normal course of SETA's business, ninety percent (90%) of the quote amount, as adjusted by any mutually agreed upon change orders.
- (b) Thirty-five (35) days after recordation of the Notice of Completion of the work, SETA will pay Contractor the remaining ten percent (10%) of the quote amount, as adjusted by any mutually agreed upon change orders, provided that no stop notice has been filed.
- (c) In the event a stop notice is filed, SETA shall withhold from any funds due Contractor an amount sufficient to cover the amount claimed in the stop notice until the dispute involving the stop notice is finally resolved.

No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

5. **INSURANCE.**

The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, automobile and Workers' Compensation Insurance as required by the Standard Construction Contract Conditions attached hereto as Exhibit A.

6. **WORKERS' COMPENSATION CERTIFICATION.**

By execution of this Agreement, the Contractor certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

7. **INDEMNIFICATION.**

The Contractor shall defend, indemnify, and save harmless SETA (including its governing board members, officers, agents, employees, affiliates, and representatives) as set forth in the Standard Construction Contract Conditions.

8. **COUNTERPART, FACSIMILE AND ELECTRONIC SIGNATURES.**

This CONSTRUCTION AGREEMENT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this CONSTRUCTION AGREEMENT with all signatures and Exhibits appended together shall be deemed a fully executed Construction Agreement. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

9. **MISCELLANEOUS PROVISIONS.**

- (a) This Agreement shall bind and inure to the benefit of the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of SETA in the same manner as if such parties had been expressly named herein.
- (b) As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter.
- (c) This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

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

SACRAMENTO EMPLOYMENT AND CONTRACTOR:
TRAINING AGENCY,
a joint powers agency

BY: _____

BY: _____

NAME: _____

Name: Kathy Kossick
Title: Executive Director

TITLE: _____

SAMPLE

EXHIBIT A: STANDARD CONSTRUCTION CONTRACT CONDITIONS

I. INSURANCE.

- A. Insurance. The Contractor shall procure, maintain, and keep in force at all times during the term of the contract, at its sole expense, the following insurance:

1. General Liability. General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and products and completed operations liability. The limits of liability shall be not less than:

Each Occurrence	One Million Dollars (\$1,000,000)
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Products and Completed Operations	One Million Dollars (\$1,000,000)
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Personal Injury	One Million Dollars (\$1,000,000)
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If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the "each occurrence" limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.

If a products and completed operations aggregate limit of liability is used, the minimum products and completed operations aggregate shall be twice the each occurrence limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.

2. Automobile Liability. Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned motor vehicles. The limits of liability per accident shall not be less than:

Combined Single Limit	One Million Dollars (\$1,000,000)
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If General Liability coverage, as required above, is provided by the Commercial General Liability form, the Automobile Liability policy shall include an endorsement providing automobile contractual liability.

3. Workers' Compensation. Workers' Compensation insurance, with coverage as required by the State of California (unless the contractor is a qualified self-insurer with the State of California) and Employer's Liability Coverage.

B. Other Insurance Provisions.

1. The Contractor's General Liability, Automobile Liability, any Excess and Umbrella Liability, shall contain the following provisions:
 - a) SETA, its Board of Governors, officers, employees, agents, and volunteers shall be covered as additional insureds as respects any liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or motor vehicles owned, leased, hired, or borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to SETA, its Board of Governors, officers, employees, agents, or volunteers.
 - b) For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects SETA, its Board of Governors, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by SETA, its Board of Governors, officers, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c) Any failure to comply with the reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to SETA, its Board of Governors, officers, employees, agents, or volunteers.
2. The Contractor's, Worker's Compensation, and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against SETA, its Board of Governors, officers, employees, agents, and volunteers.
3. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after thirty (30) days prior written notice by certified mail has been given to SETA. Ten (10) days prior written notice by certified mail shall be given to SETA in the event of cancellation due to nonpayment of premium.
4. All of the Contractor's insurance coverages required hereunder shall be placed with insurance companies with a current A.M. Best rating of at least A:VII.
5. The Contractor shall furnish SETA with certificates of insurance, endorsements, or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the

coverage required by this section, and copies of all endorsements specifically required hereunder. The Contractor shall furnish complete, certified copies of all required insurance policies including endorsements specifically required hereunder, when requested by SETA.

6. The Contractor shall report by telephone to SETA within 24-hours and also report in writing to SETA within fifteen (15) days after the Contractor or any subcontractors or agents have knowledge of any accident or occurrence involving death of, or serious injury to, any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of SETA or others, arising out of any work done by or on behalf of the Contractor as part of the contract. Such report shall contain: (a) the date and time of the occurrence; (b) the names and addresses of all persons involved; and (c) a description of the accident or occurrence and the nature and extent of injury or damage.
7. SETA, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving thirty (30) days' written notice to the Contractor.
8. If the Contractor fails to procure or maintain insurance as required, or fails to furnish SETA with proof of such insurance, SETA, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by SETA shall be deducted and retained from any sums due the Contractor under the contract. Failure of SETA to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under this Agreement.
9. The making of progress payments, if any, to the Contractor shall not be construed as relieving the Contractor or its subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by SETA.
10. The failure of SETA to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

II.

INDEMNIFICATION.

- A. Contractor's Performance. Contractor shall defend, indemnify and save harmless SETA (including its Board of Governors, officers, agents, employees, affiliates and representatives) and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, losses or liability, in law or in equity, of every kind and nature whatsoever ("claims") arising out of or in connection with Contractor's operations to be performed under this Agreement including but not limited to:
1. Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, SETA, or any subcontractor or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.
 2. Penalties threatened, sought or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Contractor.
 3. Alleged infringement of any patent rights which may be brought against SETA arising out of Contractor's work.
 4. Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to SETA from such claims or liens.
 5. Contractor's failure to fulfill any of the covenants set forth in this Agreement.
 6. Failure of Contractor to comply with the provisions of the Agreement relating to insurance.
 7. Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees.

The indemnification requirements herein set forth, including those enumerated above, shall extend to claims occurring after this Agreement is terminated as well as while it is in force. Such indemnity provisions apply regardless of any active or passive negligent act or omission of SETA, or its agents, representatives or employees which may have contributed to the said injury or damage. Contractor, however, shall not be

obligated under this Agreement to indemnify SETA for claims arising from the sole negligence or willful misconduct of SETA, or its agents, representatives or employees.

B. Contractor shall:

1. At Contractor's own cost, expense and risk, defend all claims as defined in Section A, above, that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Contractor, against SETA or its Board of Governors, agents, representatives or employees or any of them;
2. Pay and satisfy any judgment or decree that may be rendered against SETA or its Board of Governors, agents, representatives or employees, or any of them, arising out of any such claim;

C. No Limitation of Liability for Indemnification. The indemnities set forth in this section shall not be limited by the insurance requirements set forth in the Agreement.

III. **PERMITS AND LICENSES.**

Building, plumbing, heating, electrical and similar permits which the Contractor is required to obtain from the County or City Building Inspection Divisions will be obtained by the Contractor. The Contractor shall procure all permits and licenses necessary for the normal conduct of its business and contractor operations.

IV. **SCOPE AND INTENT OF CONTRACT.**

1. Intent of Plans and Specifications. It is the intent of these Plans and Specifications and the contract drawings that the work performed under the Agreement shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items shall include full compensation for furnishing all labor, materials, tools, equipment, overhead, profit, and doing all work necessary to complete the finished product as provided in the Plans and Specifications.

The Plans and Specifications and the contract drawings are intended to be explanatory of each other. Any work shown on the contract drawings and not in the Plans and Specifications, or vice versa, is to be executed as if indicated in both.

2. Clarification of Agreement Documents. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed

or explained on the contract drawings or in the Plans and Specifications, or in the event of any doubt or question arising respecting the true meaning of the Plans and Specifications, the Contractor shall apply to SETA for such further explanations as may be necessary.

3. Conformance with Codes and Standards. All work and materials shall be in full accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Code; Title 24 of the California Administrative Code; the National Electrical Code; the Uniform Plumbing Code published by the Eastern Plumbing Officials Association; and other applicable codes, laws or regulations.
4. Effect of Extension of Time. The granting of an extension of time for the completion of the work on account of delays which in the judgment of SETA are unavoidable delays, or granted for the execution of extra additional work, shall in no way operate as a waiver on the part of SETA of any of its other rights under this Agreement.
5. Subcontracting and Assignment. The performance of the contract may not be subcontracted or assigned except with the prior written consent of SETA.
6. Contractor Not an Agent of SETA. The right of general supervision shall not make the Contractor an agent of SETA; and the liability of the Contractor for all damages to persons or to public or private property, arising from the execution of the work, shall not be lessened because of such general supervision.
7. Guarantee. Should any failure of the work or portion thereof occur within a period of one (1) year after acceptance of the project, which can be attributed to faulty materials, poor workmanship, or defective equipment, the Contractor shall promptly make the needed repairs at the Contractor's expense.
8. Materials and Tests. All materials shall be new and of quality equal to that specified. Whenever the quality or kind of material or article is not particularly specified, the materials or articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation.
9. Materials or Equipment Specified by Name. When any material or equipment is indicated or specified by brand or proprietary name or by the name and catalogue number of the manufacturer, the use of an alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be permitted with SETA's prior consent. Request for such substitution shall be made in writing by

the Contractor in ample time to permit approval without delaying the work. Until and unless such substitutions are approved by SETA, no deviations from the Plans and Specifications shall be allowed. The burden of proof as to the quality and suitability of the alternative shall be upon the Contractor. SETA shall be the sole judge as to the quality and suitability of alternative materials or equipment.

10. Termination of Contract. Whenever, in the opinion of SETA, the Contractor has failed to supply an adequate force of labor, equipment, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence specified in the contract; or if the Contractor should persistently or repeatedly refuse or fail to comply with laws, ordinances, or directions of SETA; or if the Contractor should consistently fail to make prompt payments to subcontractors, or for labor or materials, SETA may give written notice of at least five (5) calendar days to the Contractor and the Contractor's sureties that if the defaults are not remedied within a time specified in such notice, the Contractor's control over the work will be terminated.
11. Labor Discrimination. Contractor agrees to comply with Section 1735 of the Labor Code of the State of California, which prohibits discrimination in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
12. Protection of Workers. The Contractor shall be responsible for carrying out the applicable occupational safety and health standards and rules enacted to help eliminate or limit workplace hazards proven or suspected by research or experience to be harmful to personal safety and health.

The Contractor shall conform to the California Occupational Health Act of 1973 (CAL OSHA) and is required by California Labor Code, Section 6400, et seq. to provide a safe and healthful workplace for his/her employees.

The Contractor shall comply with all applicable safety orders contained in California Code of Regulations, Title 8. Failure of SETA to suspend the work or notify the Contractor of the inadequacy of the safety precautions or noncompliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

13. Unusual Site Conditions. The Contractor shall promptly, and before the site is disturbed, notify SETA in writing if the Contractor suspects or detects that the site contains:

- a) Material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b) Subsurface or latent physical conditions at the site differing materially from those indicated in the Plans and Specifications.
- c) Unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

SETA will promptly investigate the conditions, and if SETA finds that the conditions do materially differ or do involve hazardous waste, SETA shall issue a change order, increasing or decreasing contract time or cost or both, as appropriate.

In the event of a dispute, the Contractor shall not be excused from any completion date provided for in the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

14. Change Orders. SETA may at any time require changes in the contract drawings or specifications, or changes to, additions to, or deductions from the work performed or the materials to be furnished. Any such changes will be directed by SETA in writing. Such directives will specify, in addition to a complete description of such change, the work to be done in connection with the change, the adjustment of contract completion time, if any, and the basis of compensation for such work. Directives for changes will be subsequently incorporated in a formal change order to be executed by the Contractor and submitted to SETA for approval.

Work directed by SETA which will subsequently be incorporated in a change order shall be performed fully and completely, and in accordance with the original contract requirements except for the specific change mentioned in the directive and change order. Drawings accompanying such directives or change orders shall be deemed a part of such directives or change orders.

15. Time of Completion. Time is of the essence in this Agreement. The Contractor shall complete all work called for under the contract within the time set forth.

16. Liquidated Damages for Delay. It is agreed by the parties to this Agreement that time is of the essence, and that in case all work called for under the contract is not completed in all respects and requirements within the time called for, plus any extensions of time which may have been granted, damage will be sustained by SETA, and that it is, and will be, impracticable to determine the actual amount of damage by reason of such delay; and the Contractor agrees that the sum of \$100 per day is a reasonable amount to be charged as liquidated damages; and it is therefore agreed that the Contractor will pay to SETA that sum for each and every calendar day's delay beyond the time prescribed; and the Contractor further agrees that SETA may deduct and retain the amount thereof from any monies due the Contractor under the contract.

Contractor's Initials

SETA's Initials

17. Access to Records. SETA or SETA's authorized representative shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, project correspondence, project files, scheduling information and other relevant records of the Contractor and all subcontractors directly or indirectly pertinent to the original work, as well as change orders and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order or any claim for which additional compensation has been requested or notice of potential claim has been tendered.

Such books, documents and other records mentioned above shall include, but are not limited to all those reasonably necessary in the opinion of SETA to determine the accurate amount of direct or indirect costs, job site, area and home office overhead, delay and impact costs, however characterized, and shall include the original bid and all documents related to the bid and its preparation, as well as the as-planned construction schedule and all related documents.

Such access shall include the right to examine and audit such records, and make excerpts, transcriptions and photocopies at SETA's cost. Contractor shall retain all such records for a minimum of three (3) years from the date of this Agreement.

18. Executive Order 11246. For all construction contracts in excess of Ten Thousand Dollars (\$10,000), the Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations contained in 41 Code of Federal Regulations, Part 60.

19. Copeland Act. Contractor shall at all times obey and comply with the “Copeland Anti-Kick Back Act” [40 United States Code §3145], as supplemented by the Department of Labor Regulations found at 29 Code of Federal Regulations, Part 3.
20. Davis - Bacon Act. For all construction contracts in excess of Two Thousand Dollars (\$2,000) the provisions of the Davis-Bacon Act [40 United States Code §3141-3148], as supplemented by the Department of Labor Regulations contained at 29 Code of Federal Regulations, Part 5, shall apply. Contractor shall comply with all provisions of SETA’s Davis-Bacon Act Attachment, a copy of which is attached hereto as Exhibit A-1.
21. Contract Work Hours and Safety Standards Act. For all construction contracts in excess of One Hundred Thousand Dollars (\$100,000), that involve the employment of mechanics or laborers, the Contractor shall comply with 40 USC 3702 and 3704 (Contract Work Hours and Safety Standards Act), as supplemented by the Department of Labor Regulations contained in 29 Code of Federal Regulations, Part 5.
22. Payment Bond. For all construction contracts in excess of Twenty-five Thousand Dollars (\$25,000), the Contractor shall obtain a Payment Bond as required by California Civil Code Section 3247 in a sum not less than the total amount payable under the construction contract.
23. Performance Bond. For all construction contracts in excess of Twenty-five Thousand Dollars (\$25,000), the Contractor shall obtain a Performance Bond in a sum not less than the total amount payable under the contract.
24. Additional Requirements/Contracts in Excess of \$150,000. For all contracts in excess of One Hundred Fifty Thousand Dollars (\$150,000), the Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387).
25. 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 government-wide 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. By executing this agreement, Contractor certifies that it is listed as an excluded party under the SAM.

26. Byrd Anti-Lobbying Amendment. 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. By executing this agreement, Contractor certifies that has not and will not use funds paid under this agreement for any lobbying purposes prohibited by the Byrd Anti-Lobbying Amendment.
27. Solid Waste Disposal Act. In the performance of this agreement, Contractor shall comply with Section 6002 of the Solid Waste Disposal Act (42 USC 6962) regarding the use of the highest percentage of recovered materials practicable where the purchase price of an item exceeds Ten Thousand Dollars (\$10,000).
28. Termination for Convenience. For all construction contracts in excess of Ten Thousand Dollars (\$10,000), SETA may terminate this contract for convenience at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the date of termination. In the event of a termination for convenience, Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services to be performed by contractor under this agreement, less payments of compensation previously made. Notwithstanding the foregoing, contractor shall not be released from liability to SETA for damages sustained by SETA by virtue of any breach of this contract by Contractor, including liability to subcontractors or workmen for labor and materials. SETA may withhold any payment to Contractor for purposes of set-off until such time as the exact amount of damages due SETA from Contractor is agreed upon or otherwise determined. SETA shall not be liable for any claims of Contractor for consequential damages.

EXHIBIT A-1

DAVIS BACON ACT CONTRACT PROVISIONS

The Davis Bacon Act (Title 40 United States Code §3141-3148) and the regulations adopted thereunder by the U.S. Department of Labor (Title 29 Code of Federal Regulations §5.5) require all SETA construction contracts for more than \$2,000 which are federally funded or federally assisted to include the following standard contract clauses, which are hereby made a part of every SETA Construction Agreement:

“§5.5 Contract Provisions and Related Matters.

(a) The agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from federal funds or in accordance with guarantees of a federal agency or financed from funds obtained by pledge of any contract of a federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, that such modifications are first approved by the Department of Labor):

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers or mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics

performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon Act poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers or mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.*

The Sacramento Employment and Training Agency 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Sacramento Employment and Training Agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates or wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the Sacramento Employment and Training Agency or other designated applicant, sponsor, or owner, as the case may be, for transmission to the Department of Health and Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of the Regulations at 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains information required to be maintained under §5.5(a)(3)(i) of the Regulations at 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations at 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the Sacramento Employment and Training Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and Trainees.*

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprenticeship wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered,

the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(i) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for work performed until an acceptable program is approved.

(ii) *Equal Employment Opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11248, as amended, and 29 CFR Part 30.

(5) *Compliance with Copeland Act Requirements.*

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the **(write in name of Federal agency)** may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract Termination: Debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act Requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes Concerning Labor Standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of Eligibility.*

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act.

The Agency head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5 (a) or §4.6 of Part 4 of this title. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) 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.

(2) 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 \$10 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.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Sacramento Employment and Training Agency 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.

(4) *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.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Sacramento Employment and Training Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours.”

To assist with understanding the above required contract provisions, the definitions found at 29 CFR Section 5.2 are provided as follows:

“§5.2 Definitions.

(a) The term “Secretary” includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(b) The term “Administrator” means the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

(c) The term “Federal agency” means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in §5.1.

(d) The term “Agency Head” means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.

(e) The term “Contracting Officer” means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.

(f) The term “labor standards” as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in §5.1, and the regulations in Parts 1 and 3 of this subtitle and this part.

(g) The term “United States or the District of Columbia” means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia including corporations all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including non-appropriated fund instrumentalities.

(h) The term “contract” means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in §5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal aid must pay these employees according to Davis-Bacon Act standards.

(i) The terms “building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a “building” or “work” within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.

(j) The terms “construction, prosecution, completion, or repair” mean the following:

(1) All types of work done on a particular building or work at a facility which is dedicated to and deemed a part of the site of the work within the meaning of section 5.2(l) of this part by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937 and the Housing Act of 1949, all work done in the construction or development of the project), including without limitation -

(i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;

(ii) Painting and decorating;

(iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937 and the Housing Act of 1949, in construction or development of the project); and

(iv) Transportation between the actual construction location and a facility which is dedicated to such construction and deemed a part of the site of the work within the meaning of §5.2(l) of this part.

(2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937 and the Housing Act of 1949, and except as provided in paragraph (j)(1)(iv) of this section, the transportation of materials or supplies to or from the building or work by employees of the construction contractor or a construction subcontractor is not “construction” (etc.) (See *Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.)*, 932 F.2d 985 (D.C. Cir. 1991)).

(k) The term “public building” or “public work” includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal Agency.

(l) The term “site of the work” is defined as follows:

(1) The “site of the work” is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and, as discussed in paragraph (i)(2) of this section, other adjacent or nearby property used by the contractor or subcontractor in such construction which can reasonably be said to be included in the “site”.

(2) Except as provided in paragraph (i)(3) of this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., are part of the "site of the work" provided they are dedicated exclusively, or nearly so, to performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

(3) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, and tool yards of a contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site, are not included in the "site of the work". Such permanent, previously established facilities, are not a part of the "site of the work", even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term "laborer" or "mechanic" includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term "laborer" or "mechanic" includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in Part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of Part 541, are laborers and mechanics for the time so spent.

(n) The terms "apprentice" and "trainee" are defined as follows:

(1) "Apprentice" means (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) "Trainee" means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to “apprentices” and “trainees” employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is “employed” regardless of any contractual relationship alleged to exist between the contractor and such person.

(p) The term “wages” means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.

(q) The term “wage determination” includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of §1.6 of this title.”

EXHIBIT B
SCOPE OF WORK
[Enclose Scope of Work After This Page]

SAMPLE

EXHIBIT C
CONTRACTOR'S BID
[Enclose Contractor's Bid After This Page]

SAMPLE

EXHIBIT D

NOTICE TO COMMENCE

Date: _____

To: _____

[Name and Address of Contractor]

From: Sacramento Employment & Training Agency
925 Del Paso Boulevard
Sacramento, California 95815

Property Location: _____

YOU ARE HEREBY INSTRUCTED TO COMMENCE WORK IN ACCORDANCE WITH YOUR CONSTRUCTION AGREEMENT WITH THE SACRAMENTO EMPLOYMENT & TRAINING AGENCY FOR IMPROVEMENTS ON THE ABOVE-REFERENCED PROPERTY NO LATER THAN THE COMMENCEMENT DATE SET FORTH BELOW AND TO COMPLETE SUCH WORK NO LATER THAN THE COMPLETION DATE SET FORTH BELOW. YOUR FAILURE TO COMPLETE THE WORK BY THE COMPLETION DATE WILL RESULT IN YOUR LIABILITY FOR LIQUIDATED DAMAGES IN ACCORDANCE WITH THE CONTRACT PROVISIONS.

COMMENCEMENT DATE: _____
[Insert date at least seven (7) days after date of Notice]

COMPLETION DATE: _____
[Insert date at least sixty (60) days after Commencement Date]

ATTACHMENT C

Bidders Information Form

BIDDERS INFORMATION FORM**ATTACHMENT C**SETA's Invitation for Bid - General Contractor Services

A completed Bidders Information Form is required to be submitted.

Company Name	
Company Address	
Contact Name	
Phone Number	
Fax Number	
Contact Email	
Contractor's License Number	
Classification	
DIR Registration Number	
Size of Company (number of employees)	
Years in Business	

Prior Experience

Prior experience working with tenant improvement projects is required of all qualified bidders. Please provide a list of recent (last four years) relative project experience that demonstrates the firm has the required work experience. (You may attach a project list if additional room is needed.)

--

Schedule

General Contractor services required for this project are scheduled to commence on January 10, 2022. Due to the funding requirements of this project, all work must be completed no later than **July 1, 2022**. Any extension beyond July 1, 2022 will require SETA's funding source approval. By signing and submitting this form you agree to the scheduling constraints outlined within.

Insurance Requirements

The successful bidder will be required to meet all of SETA's insurance requirements, including coverage limits and endorsements. SETA's Insurance Requirements are included in the Construction Agreement attached to the Invitation for Bid as Attachment B. By signing and submitting this form, the undersigned acknowledges the SETA's insurance requirements have been reviewed and the firm is able to meet all required insurance coverages and endorsements.

BIDDERS INFORMATION FORM**ATTACHMENT C**SETA's Invitation for Bid - General Contractor Services

TO THE HONORABLE:

Governing Board of Sacramento Employment and Training Agency (SETA)

Ladies/Gentlemen:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment, transportation and services for tenant improvements and site work of the Northview Early Learning Center Project, in strict conformity with the Drawings and Project Manual, all of which may be obtained through Signature Reprographics, 620 Sunbeam Avenue, Sacramento, CA 95811 (916) 454-0800.

BASE BID:

DOLLARS

(\$ _____)

BID ALTERNATE (Replace wall FRP at student restrooms (total of 3 between classrooms) with ceramic tile):

DOLLARS

(\$ _____)

TOTAL BID (Base + Alternate):

DOLLARS

(\$ _____)

ADDENDA:

General Contractor acknowledges receipt of the following addendum (check those that apply):

☐ Addendum #1☐ Addendum #2☐ Addendum #3

SCHEDULE FOR COMPLETION:

Construction: January 10, 2022 – July 1, 2022 (172 calendar days)

☐ General Contractor shall furnish a preliminary construction schedule as part of this bid proposal for the duration of the project starting with an NTP of January 10, 2022 and a completion date no later than July 1, 2022.

The undersigned, upon notice of the acceptance of the bid within fifteen (15) days after the date of opening of the bids, hereby agrees to sign said Contract and furnish the necessary bonds within ten (10) days after Notice of Award of said Contract.

BIDDERS INFORMATION FORM**ATTACHMENT C**SETA's Invitation for Bid - General Contractor Services

The undersigned has examined the location of the proposed work and is familiar with the Project and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all of the above figures and understands that SETA will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned acknowledges that the SETA reserves the right to reject any and all bids and/or waive any irregularities or informalities in the bidding.

(If applicable) Enclosed find Bidder's Bond, from a surety company registered with the State of California Insurance Commissioner, or Cashier's Check in the amount of 10% of the bid; Cashier's Check No. _____ of the _____ Bank for _____.

ASSURANCES AND CERTIFICATION

I, (We), the undersigned, as the duly authorized representative(s) of the respondent agency, affirm that the information and statements contained within this proposal, to the best of my (our) knowledge, are truthful and accurate, and further, that I (we) am (are) duly authorized to submit this proposal from the respondent agency to deliver services.

Signature

Date

Signature

Date

BIDDERS INFORMATION FORM**ATTACHMENT C**SETA's Invitation for Bid - General Contractor Services

LIST OF SUBCONTRACTORS FOR _____ , GENERAL CONTRACTOR

PROJECT: SETA NORTHVIEW EARLY LEARNING CENTER TENANT IMPROVEMENTS and SITE WORK PROJECT

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contracts Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names and locations of the place of business of each subcontractor.

Work to be Done	Name of Subcontractor	Location of Place of Business	Contractor's License Number	DIR Registration Number

ATTACHMENT D

Qualification Certifications

ATTACHMENT D

REQUIRED CERTIFICATIONS

Each bidder must submit with its bid one complete copy of each of the three (3) items outlined below, copies of which are attached hereto.

FAILURE TO SUBMIT THESE CERTIFICATIONS PRIOR TO OR WITH THE BID WILL DISQUALIFY THE BID.

Each attachment must be signed (**original signature**) by an authorized representative(s) of the bidder. Instructions for completing the certifications follow each certification.

Attachment #1 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment #2 - Certification Regarding Lobbying

Attachment #3 - Certification Regarding Drug-free Workplace Requirements

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal* and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYINGCertification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Signature

Typed Name and Title of Authorized Signatory

Organization

Date

ATTACHMENT 2

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> planned <input type="checkbox"/> actual <input type="checkbox"/>			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of a covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposals (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTSCertification Regarding Drug-Free Workplace

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subrecipient's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the Sacramento Employment and Training Agency (hereinafter referred to as the SETA), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every subgrant officer or other designee on whose subgrant activity the convicted employee was working, unless the SETA has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected subgrant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

The subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant:

Place of Performance (Street address, city, county, state, zip code)

☐ Check if there are workplaces on file that are not identified here.

(Name of Organization)

BY: _____
(Signature of Authorized Representative)

(Typed Name and Title)

(Date)

INSTRUCTIONS FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

1. By signing and/or submitting this application or subgrant agreement, the subrecipient is providing the certification required by 20 CFR §667.200(d) and 29 CFR Part 98.
2. The certification is a material representation of fact upon which reliance is placed when the Sacramento Employment and Training Agency (hereinafter referred to as the SETA) awards the subgrant. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the SETA, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under subgrants, for subrecipients other than individuals, need not be identified on the certification. If known, they may be identified in the subgrant application. If the subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for inspection. Failure to identify all known workplaces constitutes a violation of the subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the subgrant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority while in operation, employees in each local office, etc.).
5. If the workplace identified to the agency changes during the performance of the subgrant, the subrecipient shall inform the SETA of the change(s), if it previously identified the workplaces in question (see paragraph 3).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

Criminal drug statute means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a subrecipient directly engaged in the performance of work under a subgrant, including:

- (i) All *direct charge* employees;
- (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the subgrant; and,
- (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the subgrant and who are on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, consultants or independent contractors not on the subrecipient's payroll).