

## **PROJECT PACKAGE PREPARATION GUIDE – USE CURRENT FILES & TEMPLATES**

This guide shows the sequence of the parts of the project package. It is not a template for preparing the package. Templates or files for most parts are available.

There are two versions of several of the parts, and alternative wording in some parts, one for Agency (locally financed) projects and one where Federal financing will be used. Select the correct one

The ESD-Contract Pay Tech inserts the latest version of the VCSS.

**PROJECT PACKAGE PREPARATION GUIDE – USE CURRENT FILES & TEMPLATES**

**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

**NOTICE INVITING BIDS, PROPOSAL FORM, & SPECIFICATIONS**

**FOR**

**PROJECT  
NAME**

**LOCATION**

**SPECIFICATION NO.**

**COST ACCOUNTING PROJECT NO.**

**DESIGNED BY**

**CHECKED BY**

**REVIEWED BY**

**PROJECT MANAGER**

**RECOMMENDED BY: APPROVED BY:**

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**Project Manager      Deputy Director of Public Works Agency**

**APPROVED BY:**

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**Director of Public Works Agency**

**BIDS WILL BE RECEIVED UNTIL 2:00 P.M.**

**bid date**

**at County Surveyor's Public Counter  
Third floor, Hall of Administration,  
800 South Victoria Avenue,  
Ventura, California 93009-1670**

Construction bidding documents, including plans, specifications, addenda and any supplementary documents are now available on the Ventura County Web Site.

Printed copies may also be purchased at the Ventura County Hall of Administration, 800 South Victoria Ave, Ventura, CA 93009-1670 (Surveyor's Public Counter on 3<sup>rd</sup> floor).

**NOTICE TO BIDDERS, SUBCONTRACTORS AND SUPPLIERS**  
**SOURCES OF INFORMATION**

**DURING BIDDING PERIOD**

PLAN HOLDERS LIST & OTHER INFORMATION IS AVAILABLE ON THE INTERNET AT:

**<http://www.ventura.org>**

In **Online Services**, click **Construction Bids**.

- Or -

**<http://www.ventura.org/pwa/esd/>**

click on **Construction Projects**.

**NUMBER OF ADDENDA ISSUED:**

Phone: (805) 654-2068

**TECHNICAL QUESTIONS** on plans and specifications:  
Please FAX questions early in the bidding period  
as an addendum may be required.

FAX: (805) 677-8762  
indicate bid question.

**Please do not call other staff members or consultant.**

Note that our consultants are directed to refer all calls to the numbers listed.

**DIRECTIONS TO VENTURA COUNTY GOVERNMENT CENTER**

**From US101 (Ventura Freeway)**, take Victoria Ave off ramp, north (towards mountains) about one mile to Telephone Road, then right on Telephone Road one block and turn left at Lark St. into the Government center parking lot.

**From Cal126 (Santa Paula Freeway)**, take Victoria Ave off ramp, south (away from mountains) about one mile to Telephone Road, then left on Telephone Road 1 block and turn left at Lark St. into the Government center parking lot.

**Go to the Hall of Administration** (building nearest the corner of Victoria & Telephone) and to the Surveyors counter on the third floor (at the top of the escalator) where plans can be purchased and bids placed in the **bid box**.

**ONLY AFTER BID OPENING**

**BID RESULTS** are available on the internet site shown above, usually within 24 hours after bids are opened and include abstracts of unit prices, totals of all bids & subcontractor's list for low & 2<sup>nd</sup> bidder.

**LOW BIDDER - ONLY AFTER AWARD OF CONTRACT**

**CONTRACT PREPARATION** (Low Bidder only)

Phone: (805) 654-3984

FAX: (805) 677-8762

**ALL QUESTIONS** concerning project

Project Manager  
named in the Notice of Award

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Table of Contents inserted here - Designer prepared

## **PROPOSAL FORM STARTS ON NEXT PAGE**

### **NOTES FOR COMPLETING FORM**

1. Replace **RED text** with the appropriate wording.
2. **Pink text** is for Federally financed projects. May require editing. For non-federal projects, delete **Pink text**.
3. Time allowed to award. Never less than 60 days. Increase if time may be needed for approval of funding, permits, etc.
4. Starting date generally must be 28 days or more after award to allow contractor time to get bonds and insurance,
5. Contractor's License Classification, see PPPM Table 3.3-1.
6. Insurance Class, see PPPM Section 3.5.19.
7. If sheet 7 (Schedule of Work and Prices) will not fit on one page, split the table of quantities so that part are on the first page and at least two bid items and the totals are on the page with the signature block.
8. Shade the Unit Price block for Items that are marked Lump Sum in the Quantity column.
9. If anything, other than the proposal form, subcontractors list and bid bond, is required to be submitted with the bid, list it in paragraph 10 on page 3, by adding numbered items. Federal jobs often require additional documents.
10. Be sure that "OfficeButton-Print-Print-Options-Update Fields before printing" is checked.

After printing the Proposal form, check the page references that generate by field codes in the following locations:

Page numbers on each page. (Consecutive)

Instruction to Bidders items 1, 6 and 10.

Proposal (Page 5) first paragraph and numbered paragraph 2.

Signature sheet paragraph above signature line.

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**PROPOSAL  
FOR**

**PROJECT NAME**

**LOCATED IN  
VENTURA COUNTY, CALIFORNIA**

MAKE BID GUARANTEE TO **AGENCY NAME**  
**USE FORM PROVIDED (SEE PARAGRAPH 9, INSTRUCTION TO BIDDERS).**

SPECIFICATION NO. **GM 00-01** INCLUDING **0** SHEETS OF PLANS

BIDS WILL BE RECEIVED ON **date** AT **2:00 P.M.**

AGENCY IS ALLOWED **60** DAYS TO AWARD A CONTRACT (SEE SECTION 2-1.1).

THE STARTING DATE OF CONTRACT WILL BE **28** CALENDAR DAYS AFTER AWARD OF CONTRACT  
(SEE SECTION 6-7.4).

COMPLETION TIME IS **number** WORKING DAYS (SEE SECTION 6-7).

LIQUIDATED DAMAGES ARE **\$ number** PER CALENDAR DAY (SEE SECTION 6-9).

CONTRACTOR'S LICENSE CLASSIFICATION REQUIRED IS **CLASS A, B, C## or combination.**

LIABILITY INSURANCE CLASS REQUIRED PER SECTION 7-4 IS **L-B or C.**

FEDERAL-AID CONTRACT PROVISIONS ARE **NOT** INCLUDED IN THESE SPECIFICATIONS.

**FEDERAL DBE INFORMATION REQUIRED . FEDERAL DBE GOALS ARE INCLUDED. (Fed only)**

**{NON-}MANDATORY PREBID MEETING: hh:mm on dd/mm/yy at location. (Section 1000-nn)**

THE NUMBER OF PAGES IN THIS PROPOSAL IS **#**

<b>BIDDER SHALL COMPLETE</b>	
NAME:	_____
MAILING ADDRESS:	_____
CITY:	_____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: (_____) _____ - _____	FAX No. (_____) _____ - _____
eMAIL ADDRESS:	_____

**PROPOSAL**  
**Instruction to Bidders**

1. **LICENSING OF BIDDER.** Before submitting bids(Non-Fed) or contract will be awarded(FED), bidders shall be licensed in accordance with the provisions of Sections 7000 through 7145 of the Business and Professions Code of the State of California in the classification required for the work bid on. The bidder's license number, classification, and expiration date shall be inserted on page 7 of the proposal form. The bidder's name shall correspond in all respects with the name shown on the license. License numbers and names are checked with the State.
2. **SITE INSPECTION.** Personally visit the worksite before submitting your bid to ascertain the existence of any surface or subsurface conditions affecting the cost of the work.
3. **MODIFICATION AND INTERPRETATION.** Carefully review the plans and specifications for any errors, omissions, or ambiguities. If you discover any, notify the Engineering Services Department of the Agency far enough in advance of the bid opening to allow time for the issuance of appropriate written addenda. Written addenda shall be the sole means for modifying the plans and/or specifications prior to the bid opening. The Agency shall not be bound by oral communications purportedly modifying or interpreting the plans and/or specifications regardless of when or by whom such oral communications are made and you should not rely upon such oral communications in preparing your bid.
4. **BID ITEMS.** State in figures the unit prices, lump sum prices and extensions as indicated which shall be the prices for which you propose to supply all materials and services and perform all work required by the plans and specifications. All items described are to be construed as complete and in place. Include in the bid amount for items listed on the proposal form the cost of performing all work shown on the plans or required by the specifications for which a specific bid item is not provided. Bid on all items listed under Schedule of Work and Prices unless otherwise indicated in the proposal form.
5. **SIGNING OF BID.** Fill in all indicated blanks in this proposal using typewriter or ink and sign with ink. Proposals signed by an agent other than an owner, partner or corporate officer shall be accompanied by a power-of-attorney. Proposal form must be dated.
6. **NON-COLLUSION AFFIDAVIT.** The non-collusion affidavit required by Public Contract Code 7106 is included on page 5 of this Proposal. The non-collusion affidavit required for federally funded projects is included on page # of this Proposal. (Fed only)
7. **BID FORM NOT TO BE ALTERED.** Do not change the wording of this proposal. Any additions, deletions, conditions, limitations or provisions by the bidder will render the proposal irregular and may cause its rejection.
8. **CORRECTING BID.** Explain over your signature any erasures or deletions of information entered by the bidder in this proposal. Modifications submitted separately from this form will not be accepted

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9. **BID GUARANTEE.** Each bid must be accompanied by a bid guarantee in the amount of not less than 10% of the amount bid and guaranteeing that the bidder will enter into a contract in accordance with the terms of the bidding documents if award is made to him. The bid guarantee shall be in one of the following forms: A bid bond written by an admitted surety insurer on the form included with the proposal form, a cashier's check drawn by a national bank, a check certified by a national bank or cash. An electronically transmitted copy (FAX) of the bid bond form included in the proposal form may be used, but the form must have the original signatures of the principal and surety. A FAX of the completed bond will not be accepted. Note: Performance and Payment Bonds are required from the bidder to whom a contract is awarded. See specifications Subsection 2-4 for contract bond requirements including limitations on the sureties that may issue the bonds.

10. **SUBMITTING BID.** Submit your bid on one copy only of this proposal form, with addenda acknowledged by inserting the addenda numbers on page 7 of this proposal and with bid guarantee attached, in a sealed envelope addressed to:

Public Works Agency, County of Ventura, County Surveyor's Public Counter,  
3rd Floor - Hall of Administration, 800 South Victoria Avenue, Ventura, California 93009-1670.

For proper handling, mark envelope as "SEALED BID", and show the project title and the bidder's name and address,. Do not enclose other documents in the bid envelope.

IMPORTANT: Proposals received that are not signed will not be considered.

Late bids will not be opened or considered.

Bids must be on this form. Electronically transmitted bids, bid modifications or bid withdrawals will not be considered.

Notwithstanding anything stated, directed or indicated in the other bidding documents, the only items to be included with this proposal are:

1. This proposal form, signed and dated with addenda acknowledged.
2. The bid bond with original signatures of surety representative and contractor, or other bid guarantee as specified in 9 above.
3. Subcontractors and off-job fabricators list completed in accordance with Public Contract Code Section 4104.

11. **TIME OF BID CLOSURE.** The bid box will be closed promptly at the time specified on the first sheet of the proposal form. The person opening bids will not accept bids that are not in the bid box at closing time. Time can be obtained from <http://www.time.gov/timezone.cgi?Pacific/d/-8> (local standard time). Note that clocks in the building may not be set to the correct time and should not be relied upon.

12. **DELIVERY OF BID.** Bids delivered in person must be placed in the bid box near the Surveyor's Public Counter located at the head of the escalator on the third floor of the Ventura County Hall of Administration Building, 800 South Victoria Avenue, Ventura, California. The Hall of Administration is on the corner of Victoria Avenue and Telephone Road and is accessible from the Ventura Freeway (U.S. 101) by taking the Victoria Avenue off ramp and proceeding north on Victoria Avenue about one mile to Telephone Road. Access from the Santa Paula Freeway (Cal. 126) is by the Victoria Avenue off ramp, then south about 1/4 mile to Telephone Road. Access to the Hall of Administration parking lot is from Telephone Road at Lark St one block east of Victoria Ave. Bids must be placed in the bid box prior to the hour and date designated on Page 1 of this proposal.

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13. **MAILED BIDS (Including Express Delivery).** Bids received in the County's Mail Room by 8 a.m. on the bid opening date will be considered to have been placed in the bid box on time, whether or not actually delivered to the bid box on time. U. S. Postal Service Special delivery, Registered and Certified mail may slow actual receipt of bids. Bidder is responsible for sending bid early enough to insure delivery to the County on time.

Mark bids, not placed directly in the bid box, in large letters on the outside of the delivery envelope "SEALED BID" and show the Spec no.

Electronically transmitted bids or modifications will not be considered.

14. **WITHDRAWAL OF PROPOSAL.** Proposals may be withdrawn by the bidder prior to the time stated for opening bids upon written request, signed by the bidder or his authorized agent and submitted in the same manner as a bid. To retrieve a bid from the bid box may take 10 or more minutes as it requires a written request to withdraw the bid, the positive identification of the person requesting the withdrawal, and the opening of the bid box.

15. **ERRORS.** Bidder will not be released on account of errors. Where a discrepancy occurs between unit prices and totals, the unit price shall govern in computing the total. If a unit price is omitted, it will be determined from the item total, if entered. If both the unit price and line total for any item are omitted, the bid will be considered non-responsive in accordance with Paragraph 4 above. If the total Bid Price is not equal to the sum of the Item Totals (as corrected) the Total Bid Price will be corrected. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum or extension, a dollar sign will be assumed to be the bidder's intent.

**PROPOSAL**

I, the person whose signature is affixed to page 7 of this proposal, submit this proposal to the **Board of Supervisors of the County of Ventura** and hereby declare:

1. That the bidder has read this proposal and has abided by and agrees to the conditions herein and has carefully examined the project plans and read the specifications and does hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums named in the Schedule of Work and Prices.

2. That the addenda indicated on page 7 of this proposal are acknowledged.

3. That the bidder, as Principal, acknowledges himself as being bound by the attached bond or other acceptable bid guarantee.

4. That the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Contractor's Name \_\_\_\_\_





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Enter            }  
Name &         }  
Address         }  
of Bonding     }  
Company        }

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_, Principal,

and \_\_\_\_\_

\_\_\_\_\_, Surety, are held and firmly bound unto

**AGENCY NAME** Obligee,

in the sum of Ten Percent of the total amount of the Bid for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

**PROJECT NAME**

NOW, THEREFORE, if that contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in the prescribed form in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in the suit, including reasonable attorney's fee to be fixed by the court.

Signed, sealed and dated

\_\_\_\_\_  
(Principal)

by \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Surety)

by \_\_\_\_\_  
Attorney-in-Fact

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**COUNTY OF VENTURA  
PUBLIC WORKS AGENCY**

**PREVAILING RATES OF WAGES**

As provided in Subsection 7-2.2 of these specifications, and in accordance with Section 1770 et. seq. of the California Labor Code, determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code.

As required by California Labor Code Section 1777.5, properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.

The determinations made by the State are available on the Internet at <http://www.dir.ca.gov/DLSR/PWD/Index.htm> and are on file in the office of the Public Works Agency. A copy will be furnished without cost to the successful bidder.

The Contractor shall post a copy of the wage rates at each jobsite at a location readily available to the workers.

**EXCERPTS FROM THE  
CALIFORNIA LABOR CODE  
AS OF JANUARY 1, 2009**

**The Labor Code sections furnished are those mentioned in the specifications section 7.2.2.2. They are furnished for the convenience of the contractor and in no way limit the required compliance with all laws.**

**1771.** Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**1775. (a) (1)** The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

**(2) (A)** The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

**(i)** Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

**(ii)** Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

**(B) (i)** The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

**(ii)** The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

**(iii)** The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

**(C)** When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

**(D)** The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

**(E)** The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the

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contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

**(b)** If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

**(1)** The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

**(2)** The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

**(3)** Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

**(4)** Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

**(c)** The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**1776. (a)** Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

**(1)** The information contained in the payroll record is true and correct.

**(2)** The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

**(b)** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

**(1)** A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

**(2)** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

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**(3)** A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

**(c)** The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

**(d)** A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

**(e)** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

**(f)** The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

**(g)** The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

**(h)** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

**(i)** The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

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**1777.5. (a)** Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

**(b)** Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

**(c)** Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

**(1)** The apprenticeship standards and apprentice agreements under which he or she is training.

**(2)** The rules and regulations of the California Apprenticeship Council.

**(d)** When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

**(e)** Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body.

Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

**(f)** The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

**(g)** The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

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**(h)** This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

**(i)** A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

**(j)** Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

**(k)** An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

**(1)** Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

**(2)** The number of apprentices in training in the area exceeds a ratio of 1 to 5.

**(3)** There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

**(4)** Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

**(l)** When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

**(m) (1)** A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

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**(2)** At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

**(A)** If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

**(B)** If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

**(C)** All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

**(3)** All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

**(n)** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

**(o)** This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

**(p)** All decisions of an apprenticeship program under this section are subject to Section 3081.

**1813.** The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

**1815.** Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

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VCSS inserted here, (76 Pages July 2010). Check with Contract Pay Tech for current number of pages.

Special Provisions inserted here, prepared by designer. See PPM Section 3 for requirements.  
Pages to be consecutively numbered starting with the next number after end of VCSS.

Plans, reduced size inserted here.