

0080100 PROSECUTION AND PROGRESS  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Deborah Ihsan  
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Comments: (4-22-15)

Is this asking for Professional service contracts (designers, surveyors, specialty engineers, etc) , service contracts (waste disposal, Office cleaners, payroll companies), or just rental agreements?

Response:

In the past we have accepted a day labor form that was not a legal binding agreement. This could have caused us problems if any of you ever were faced with asking for payroll and a conflict arose about it. Some of the districts had been covering themselves by asking for a PO from the contractor. But the contractors started wondering why they had to provide this because it was not mentioned anywhere in the specs or the compliance workbook. This will cover us for any such agreements that the contractor might enter into that may result in the use of labor that falls under the DB requirement.

Comments: (4-27-15)

My comments on the attached spec change proposed Specification revision to 'prosecution and progress' Agreements for other services shall be in writing (other services comprise services not specifically provided for elsewhere) and all contract provisions must be referenced in the agreement. The above verbiage is unclear. It looks like an attempt to clarify 'other services'. What about using the following statement "All contract provisions must be reference in Labor Service Provider's agreement that is not exclusive to contract."

Response: We do not want to exclude any agreement. Language has been changed to clarify the intent.

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Anonymous

Comments: (4-24-15)

The language included in parenthesis seem a little unclear. Recommend revising the sentence to say something similar to "Agreements for other services (other services consist of any type of service that is not specifically provided for elsewhere) shall be in writing and all contract provisions must be referenced in the agreement.

Response: Language has been changed to clarify the intent.

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Comments: (4-29-15)

I am not sure that "other services comprise services not specifically provided for elsewhere". That leaves it pretty wide open as there may be several services that the contractor engages with other in to complete a project. While a written agreement may not be difficult to acquire depending on the precise service, how is a contractor to know if he/she is compliant without a

defined list. On the other side of the coin, it may equally difficult for the Department to define such a list and it needs to be fair for both sides. Would it not be simpler to just state something like "agreements for services other than sublet work may be subject to review by the Department and shall be made available upon request"? By entering the word "may" the Department is not limited necessarily and it removes the description of "other services" which is not clear and I don't believe could be defined.

Response: Other services is a term used by USDOL. For clarity and inclusiveness, "other services" has been changed to "all agreements".

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Alice Custis (via Deborah Ihsan)  
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Comments: (5-4-15)

1. Recommend adding the Specific Sublet Form number, such that it would state, "If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work Form No. 700-010-36 developed by the Department for this purpose.

Response: The scope of this change does not include sublets-just agreements that are not subcontracts. This suggestion will be considered for future revisions. No change made.

2. Recommend replacing "his" with "Contractor's" for gender neutrality, such that it would state, "Contractor shall perform with Contractor's own organization...."

Response: Per Central Office Legal, the gender neutral pronoun for the Contractor will be 'it'. Change made.

3. Recommend adding a sentence providing consequence should the Contractor not meet the specification requirements of self performing 40% or more of the contract. Example, "Failure to perform 40% or more of the Contract work with Contractor's own organization will result in...."

Response: This suggestion is beyond the scope of this change and will be considered for future revisions. No change made.

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Comments: (5-19-15)

Adrienne Brown proposed Specification revision to 'prosecution and progress' → Agreements for other services shall be in writing (other services comprise services not specifically provided for elsewhere) and all contract provisions must be referenced in the agreement. The above verbiage in red is unclear. It looks like an attempt to clarify 'other services' Perhaps this statement will clarify 'other services' All contract provisions must be reference in Service Provider's agreement that is not exclusive to contract.

Response: Other services is a term used by USDOL. For clarity and inclusiveness, "other services" has been changed to "all agreements".

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