

**Addendum No. 2 to
Bidding Documents for the Monseñor Oscar Romero Charter School Project
Bid No. MORCS01
Date: October 3, 2016**

NOTICE TO BIDDERS: The following additions and revisions have been made to the Bidding Documents for the Monseñor Oscar Romero Charter School Project Bid No. MORCS01 (“Bidding Documents”). In case of a conflict between the Bidding Documents and this Addendum, this Addendum shall govern.

1. In the **Notice Inviting Bids** Section, insert the following at the end of the Section:

“Bidders must comply with the Department of Industrial Relations (DIR) registration requirements and prevailing wage requirements, as more fully set forth in Attachment “B” which is incorporated herein by this reference.”

2. In Section 1.1.29 of the **General Conditions**, add the following sentence after the first sentence:

“A copy of the DIR Final Approval letter is attached as Attachment “C” and incorporated herein by this reference.”

3. In the **Agreement Form**, delete Article 7 in its entirety and replace with the following:

“ARTICLE 7 COMPONENT PARTS OF THE CONTRACT:
The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Designation of Subcontractors
Non-Collusion Declaration
Bid Guarantee Form
Bid Bond
Bid Form
Contractor’s Certificate Regarding Worker’s Compensation
Contractor’s Acknowledgment of the LAUSD’s Liability
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement and Close-Out Forms
Agreement Form
Payment Bond
Performance Bond
Dual Oblige Rider to Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention

Contractor's Certification Regarding Background Checks
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Contractor's Certificate Regarding Background Checks
General Conditions
LAUSD's Project Stabilization Agreement for New School
Construction and Major Rehabilitation
Letter of Assent
LAUSD's Labor Compliance Program Inclusive of all Forms,
Terms and Conditions
LAUSD Prequalification Program Inclusive of all Forms, Terms
and Conditions
Supplementary and Special Conditions
Specifications
General Conditions for LAUSD Labor Compliance Enforcement
(Attachment "D")
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or
Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ATTACHMENT “B”

Bid Language for LAUSD DIR Registration and Labor Compliance Enforcement

(Attached)

INVITATION TO BID LANGUAGE

1. PUBLIC WORKS REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the DIR and the Los Angeles Unified School District's DIR-approved Labor Compliance Program (Final Approval, December 27, 1996).

2. PREVAILING WAGES

In accordance with California Labor Code sections 1771, 1771.4, 1771.5, 1774, 1815 and Title 8 California Code of Regulations 16433, the Los Angeles Unified School District (LAUSD) operates an approved Labor Compliance Program, which shall be enforcing prevailing wage requirements on this public works project. Any Contractor to whom a contract for the work is awarded by the Owner shall comply with the provisions of the California Labor Code, as well as the LAUSD's Labor Compliance Program for the Project, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1771, 1773.1, 1774, 1775, 1776 and 1813 of the California Labor Code and the obligation to comply with Section 1777.5 of the California Labor Code governing employment of apprentices.

- A. In compliance with provisions of the California Labor Code, all workers employed by bidder or any bidder subcontractor in the execution of work shall be paid not less than the general prevailing rate of per diem wages, including payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday and overtime work, as determined by the California State Director of Industrial Relations for each craft, classification or type of worker needed to execute the work.
- B. Information on the prevailing rate of per diem wages, the LAUSD Labor Compliance Program, or for questions or assistance, contact the Labor Compliance Department at (213) 241-4665 or lcp@lausd.net, or visit www.laschools.org/lcp.

Copies of the prevailing rate of per diem wages are available to any interested party at www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr. Alternatively, they are also on file in the following LAUSD Labor Compliance Department and shall be made available to an interested party on request:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4780
lcp@lausd.net		www.dir.ca.gov/DLSR/

- C. Bidder certifies that it will submit the certified payroll records of Bidder and all subcontractors, of any tier, including Non-Performance payroll records, on a weekly basis

to the LAUSD Labor Compliance Department in the method provided by the LAUSD Web-based Certified Payroll Reporting System.

- D. Bidder certifies that its bid amount includes funds sufficient to allow Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

ATTACHMENT "C"

Notice of Labor Compliance Program Approval

(Attached)

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
45 Fremont Street, 32nd Floor
San Francisco, CA 94105



December 11, 1996

Kirk C. Rascoe
Director
Equal Opportunity Section
Los Angeles Unified School District
P. O. Box S, Grand Avenue, Suite 1125
Los Angeles, CA 90071

Re: Labor Compliance Program


Dear Mr. Rascoe:

This is to inform you that your request for final approval of your Labor Compliance Program (LCP) is hereby granted effective December 27, 1996 pursuant to California Code of Regulations (CCR) Section 16427. As provided in this regulation, you are to enter into an agreement with the State Labor Commissioner to provide for a procedure for securing approval of forfeitures. You are also required to submit an annual report on the operation of your LCP as outlined in CCR Section 16431 within 60 days after the close of your fiscal year (July 1).

Congratulations on what appears to be a successful LCP.

If you have any questions, please contact Assistant State Labor Commissioner, Nance Steffen at (415) 975-2080.

Very truly yours,


John C. Duncan
Chief Deputy Director

cc: Roberta Mendonca
Nance Steffen

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AFFIRMATION
PROGRAMS SECT.

ATTACHMENT “D”

General Conditions for LAUSD Labor Compliance Enforcement

(Attached)

General Conditions for LAUSD Labor Compliance Enforcement

Prevailing Wages:

Labor Compliance Program

- A.** CONTRACTOR/FIRM and all Subcontractors must comply with the Los Angeles Unified School District (“LAUSD”) Labor Compliance Program (“LCP”) requirements, including, but not limited to, all applicable statutes and regulations, LAUSD LCP’s LCP Manual, and OWNER’s Contract requirements. In the event that additional or revised information is required pursuant to enforcement of the LCP, such requirement shall not result in an increase to the Contract Time or the Contract Amount. CONTRACTOR/FIRM will be responsible for all failures by all Subcontractors to comply with LAUSD’s LCP requirements. CONTRACTOR/FIRM, consistent with California Public Contract Code section 6109, is prohibited from performing a portion of work with a Subcontractor who is debarred pursuant to Sections 1777.1 or 1777.7 of the Labor Code.
- B. Notice of LCP Approval:**
- LAUSD’s LCP was granted final approval/extended authority by the Department of Industrial Relations on December 27, 1996. For questions and assistance, please contact the LAUSD LCP Office at (213) 241-4665, lcp@lausd.net, or at www.laschools.org on the web.
- C.** CONTRACTOR/FIRM and all Subcontractors must send an authorized representative responsible for LCP compliance to the first available Labor Compliance Certification Training class following contract award. If a CONTRACTOR/FIRM or Subcontractor has already attended LAUSD’s Labor Compliance Certification Training class less than one (1) year before contract award on the Project, it does not have to retake the Labor Compliance Certification Training Class. A representative responsible for LCP compliance for CONTRACTOR/FIRM and each Subcontractor must take the online Labor Compliance Recertification class within one (1) year after taking the Labor Compliance Certification Training class.

Prevailing Wages

- A.** This Project is a public works project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations (CCR) sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

B. Payment of Prevailing Wages

In accordance with Labor Code sections 1720, 1771, 1771.5, 1774, and 1815 and Title 8 CCR section 16433, LAUSD LCP and OWNER require

the payment of prevailing wages for all publicly-funded projects over one thousand dollars (\$1,000) where LAUSD is not the Awarding Body. This applies to publicly funded projects, including, but not limited to, projects for construction, installation work, alteration, demolition, repair, warranty or maintenance work.

- C.** Pursuant to Labor Code sections 1770 et seq., LAUSD has obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work for Los Angeles County where the Project is to be performed. Copies of these prevailing wage rates are on file and available to any interested party upon request at the LAUSD LCP's office and the following websites: www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr/pwd.
- D.** Questions pertaining to prevailing wage rates should be directed to the LAUSD Labor Compliance Department or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Department	or	DLSR
333 S. Beaudry Ave, 21 st Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco, CA 94142
(213) 241-4665		(415) 703-4780
lcp@lausd.net		www.dir.ca.gov/DLSR/

- E.** CONTRACTOR/FIRM shall post at appropriate and conspicuous locations on the Project site the following:
- 1.** A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2; and
 - 2.** Notice of LAUSD LCP approval sufficient to satisfy Title 8 CCR section 16429 (Attachment A to the MOU between LAUSD and OWNER).
 - 3.** Notice of Project Subject to Monitoring by LAUSD LCP sufficient to satisfy Title 8 CCR section 16451(d) (Attachment D to the MOU between LAUSD and OWNER).

- F.** CONTRACTOR/FIRM and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.

- G.** CONTRACTOR/FIRM represents and warrants that the Contract Amount includes sufficient funds to allow CONTRACTOR/FIRM and all Subcontractors to comply with all applicable laws and contractual agreements. CONTRACTOR/FIRM shall defend, indemnify and hold OWNER, LAUSD, and LAUSD LCP harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to the failure of CONTRACTOR/FIRM or any Subcontractor to comply with any applicable law in this regard, including, but not limited

to Labor Code section 2810. CONTRACTOR/FIRM agrees to pay any and all assessments, including wages, penalties and liquidated damages, made against OWNER, LAUSD and LAUSD LCP in relation to such failure.

- H.** Failure to comply with the payment of prevailing wages shall result in a penalty to the LAUSD pursuant to Labor Code section 1775 and applicable regulations, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate for the work or craft in which such worker is employed by the CONTRACTOR/FIRM or Subcontractor. This includes, but is not limited to, the failure to pay applicable shift differential rates.
- I.** The CONTRACTOR/FIRM and the bond insurer will be jointly and severally liable for the back wages, penalties, and/or Labor Code Liquidated Damages due as a result of a prevailing wage violation. "Labor Code Liquidated Damages" are equal to the total underpayment of wages remaining unpaid sixty (60) days after service of the Notice of Withholding of Contract Payments pursuant to Labor Code section 1742.1. The underpaid employee will receive both the Labor Code Liquidated Damages and the underpayment amount.
- J.** Pursuant to Labor Code section 1778, every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

Apprentices

- A.** CONTRACTOR/FIRM and all Subcontractors shall comply with all requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 et seq. CONTRACTOR/FIRM is responsible for compliance with Labor Code section 1777.5 for all apprenticeable crafts or trades. CONTRACTOR/FIRM and any Subcontractor(s) who fail to comply with Labor Code section 1777.5 shall be subject to the penalties specified in Labor Code section 1777.7.
- B.** CONTRACTOR/FIRM and all Subcontractors shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work in accordance with Title 8 CCR section 230. CONTRACTOR/FIRM shall simultaneously submit a copy of the completed DAS 140 Form to the LAUSD's Labor Compliance Department in the method provided by LAUSD's Online Certified Payroll Reporting System.

Working Hours

A. CONTRACTOR/FIRM and all Subcontractors shall comply with the following provisions for working hours:

1. Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.
2. Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by CONTRACTOR/FIRM or any Subcontractor is limited and restricted to eight (8) hours during any one day and forty (40) hours during any one week, except as otherwise provided by law.
3. Notwithstanding the foregoing provisions, work performed in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours per week at not less than one and one-half (1 ½) times the basic rate of pay, or as otherwise required by law. All work performed on Saturday, Sunday, and/or holidays shall be paid pursuant to the Prevailing Wage Determination.
4. Unless otherwise prescribed by law, where a single shift is worked, eight (8) consecutive hours between 7 AM and 11:30 PM shall constitute a work day at the applicable prevailing wage rate(s) including but not limited to shift differential pay. Please contact the Department of Industrial Relations for shift differential pay requirements.
5. Unless otherwise prescribed by law, forty (40) hours between Monday 7 AM and Friday 11:30 PM shall constitute a workweek at the applicable prevailing wage rate(s), including but not limited to shift differential pay requirements.
6. The LAUSD's Labor Compliance Department audit and investigation uses the working hours contained in the preceding sections and determines violations and penalties accordingly, unless evidence is found to the contrary or prescribed by law.
7. After the Effective Date of the Contract, the work day and workweek may only be modified as authorized in the contract. Any other Work performed by workers necessary to be performed outside of the work day and workweek shall be performed without adjustment to the Contract Amount or any other additional expense to the OWNER.

B. Failure to comply with the payment of overtime wages shall result in a penalty to the LAUSD pursuant to Labor Code section 1813 and applicable regulations, for each calendar day, or portion thereof, during which worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week without proper compensation in violation of Labor Code section 1810 *et seq.* and/or applicable regulations.

Certified Payroll Reporting Forms and Payroll Records

- A.** CONTRACTOR/FIRM shall be responsible for the submission of electronic certified payroll records of CONTRACTOR/FIRM and all Subcontractors within ten (10) days of the week ending date of each week. CONTRACTOR/FIRM shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by the LAUSD's Web-based Certified Payroll Reporting System, to the LAUSD's Labor Compliance Program. When a Contract has various school projects, Certified Payroll Reporting Forms for each individual school shall be maintained and submitted in the method provided by LAUSD.
- B.** CONTRACTOR/FIRM must comply with all requirements of LAUSD's Web-based Certified Payroll Reporting System, including, but not limited to, electronic signature, electronic submittal of documents and forms, and use of other electronic modules. This obligation includes compliance with all existing requirements and all new requirements developed during the term of the Project.
- C.** CONTRACTOR/FIRM shall submit to LAUSD's Labor Compliance Department, an estimated start date for all Subcontractors, within five (5) days of the Subcontractor work start date and shall submit a revised estimate, if applicable, within five (5) days of knowledge of any changes to any estimated start date. This document must contain the name and address of each Subcontractor, each Subcontractor's contractor license number and the estimated start date.
- D.** CONTRACTOR/FIRM shall provide, and shall cause all Subcontractors to provide, "Payroll Records" to LAUSD, within ten (10) days of written request, at no cost to LAUSD and/or OWNER. "Payroll Records" are all un-redacted certified payroll records, time cards, sign-in sheets, daily construction reports, check stubs, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to the Project. All received documents will become property of LAUSD.
- E.** Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to the LAUSD pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

Withholding of Contract Payments

- A.** LAUSD will assess and OWNER will withhold payment from CONTRACTOR/FIRM in accordance with its rights and obligations under Labor Code section 1720 et seq. and applicable regulations, including for back wages, penalties and Labor Code Liquidated Damages.

- B.** Notwithstanding any other provision in this contract, OWNER shall withhold payment from any portion of the Contract Amount then or thereafter due the CONTRACTOR/FIRM for violation by CONTRACTOR/FIRM or any Subcontractor of the requirements of these *General Conditions for LAUSD Labor Compliance Enforcement* or any of its subsections herein. Without limitation to the foregoing, payment shall not be made to the CONTRACTOR/FIRM when certified payroll records by CONTRACTOR/FIRM or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR section 16435.

Incorporation by Reference

- A.** All statutory Codes and Regulations cited in this contract are understood by the parties to be incorporated in full by the references to those statutes and regulations herein.

Public Works Contractor Registration:

Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5.

It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the Business and Professions Code, or by section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.