

CHAPTER 7

GENERAL CONDITIONS

6.53 Prevailing Wages:

6.53.1 Labor Compliance Program

6.53.1.1 CONTRACTOR will be responsible to comply with OWNER's Labor Compliance Program (LCP) requirements, including, but not limited to, all applicable statutes and regulations, OWNER's LCP Manual, and OWNER's Contract requirements. CONTRACTOR will be responsible for all failures by all Subcontractors to comply with OWNER's LCP requirements. CONTRACTOR, consistent with California Public Contract Code 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.

6.53.2 Prevailing Wages

6.53.2.1 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 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

6.53.2.2 Pursuant to Labor Code sections 1770 *et seq.*, OWNER 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 OWNER's principal office and the following websites: www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr/pwd.

6.53.2.3 CONTRACTOR is responsible for ascertaining and complying with all prevailing wage rates and Precedential Public Works Decisions (www.dir.ca.gov/dlsr/precedentialdate.htm) for crafts

prevailing wage rates and Precedential Public Works Decisions (www.dir.ca.gov/dlsr/precedentialdate.htm) for crafts which are not listed, and for any and all determinations subsequent to those listed. CONTRACTOR shall comply with all rules and/or regulations established pursuant to Labor Code section 1773.5. Questions pertaining to prevailing wage rates should be directed to the Labor Compliance Program or to the Division of Labor Statistics and Research at the following respective addresses:

Labor Compliance Program	or	DLSR
333 S. Beaudry Ave, 19 th Floor		P.O. Box 420603
Los Angeles, CA 90017		San Francisco,
CA 94142		
(213) 241-4665		(415) 703-4774
www.lcp@lausd.net		
www.dir.ca.gov/DLSR/PWD		

6.53.2.4 CONTRACTOR shall post at appropriate and conspicuous locations on the Project site the following:

6.53.2.4.1 A schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2; and

6.53.2.4.2 Notice of LCP approval sufficient to satisfy Title 8 CCR section 16429.

6.53.3 Apprentices

6.53.3.1 Labor Code section 1777.5 and Title 8 CCR sections 200 *et seq.* provide detailed requirements for employing apprentices on public works projects. CONTRACTOR 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 as per Title 8 CCR section 230. CONTRACTOR shall submit a copy of the completed DAS 140 Form to OWNER's Labor Compliance Program at the same time.

6.53.4 Working Hours

6.53.4.1 CONTRACTOR and all Subcontractors shall comply with the following provisions for working hours:

6.53.4.1.1 Pursuant to Labor Code section 1810, eight (8) hours labor shall constitute a legal day's work.

6.53.4.1.2 Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by CONTRACTOR, of any tier, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as otherwise provided by law.

6.53.4.1.3 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 holiday shall be paid pursuant to the Prevailing Wage Determination.

6.53.4.1.4 Unless otherwise provided in the Supplementary Conditions, where a single shift is worked, eight (8) consecutive hours between 7 AM and 5 PM shall constitute a work day at straight time for all workers;

6.53.4.1.5 Unless otherwise provided in the Supplementary Conditions, forty (40) hours between Monday 7 AM and Friday 5 PM shall constitute a workweek at straight time;

6.53.4.1.6 Unless otherwise provided in the Supplementary Conditions, OWNER's Labor Compliance Program audit and investigation uses the working hours contained in Sections 6.53.4.1.4 and 6.53.4.1.5 and determines violations and

penalties accordingly.

6.53.4.1.7 After the Effective Date of the Contract, the work day and workweek can only be modified as set forth in Article 3.16.

6.53.5 Certified Payroll Reporting Forms and Payroll Records

6.53.5.1 CONTRACTOR shall be responsible for the submission of electronic certified payroll records of CONTRACTOR and all Subcontractors within ten (10) days of the week ending date of each week. CONTRACTOR shall submit weekly electronic certified payroll records, including certified Non-Performance payroll records, in the method provided by OWNER's Web-based Certified Payroll Reporting System, to OWNER's Labor Compliance Program.

6.53.5.1.1 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 OWNER.

6.53.5.2 CONTRACTOR will utilize the OWNER's Web-based Certified Payroll Reporting System to access various modules designed to assist contractors to comply with laws and contractual requirements.

6.53.5.3 CONTRACTOR shall submit to OWNER's Labor Compliance Program, 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.

6.53.5.4 CONTRACTOR shall provide, and shall cause all Subcontractors to provide, payroll records as defined in Title 8 CCR section 16000 to OWNER, within ten (10) days of written request, at no cost to OWNER. All received documents will become property of OWNER.

6.53.5.5 Should CONTRACTOR or any Subcontractor neglect, fail or refuse to submit any documents pursuant to this

Section 6.53.5, CONTRACTOR agrees to pay to OWNER the sum of twenty-five (\$25) dollars per worker per day in liquidated damages, not as a penalty but as liquidated damages, for every day beyond ten (10) days after such documents are due. The liquidated damages amounts are agreed upon by and between CONTRACTOR and OWNER because of the difficulty of fixing OWNER's actual damages in the event of failure to submit such documents. CONTRACTOR and OWNER specifically agree that said amounts are reasonable estimates of OWNER's damages in such event, and that such amounts do not constitute a penalty. CONTRACTOR and OWNER acknowledge and agree that the liquidated damages contained in this provision are reasonable under the circumstances existing at the time of CONTRACTOR's execution of the Contract.

If CONTRACTOR or any Subcontractor fails to address assessment of Liquidated Damages within sixty (60) days of receipt of Notice of Withhold, the assessment will become permanent.

6.53.6 Withholding of Contract Payments

6.53.6.1 OWNER will withhold from CONTRACTOR payment(s) after an investigation and/or approval or request of the Division of Labor Standards Enforcement, in amounts equal to back wages, penalties, and/or liquidated damages as authorized by the California Labor Code and/or OWNER's Contract general conditions. CONTRACTOR'S appeal process pertaining to a payment withholding is described in the Notice to Withhold document and in the LCP Manual.

6.53.6.2 CONTRACTOR and the bond insurer will be jointly and severally liable for the underpayment of back wages, penalties, and liquidated damages if the responsible employer fails to pay identified assessments within 60 days of any issued notice. Liquidated damages are equal to the total underpayment of wages remaining uncorrected sixty (60) days after receipt of the first notice. The underpaid employee will receive both the liquidated damages and the underpayment amount.