

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND
THE LOS ANGELES UNIFIED SCHOOL DISTRICT
Securing a Resilient and Sustainable Future for Our Kids:
Energy and Water Efficiency in School Facilities**

This Memorandum of Understanding (“**MOU**”) is made and entered into on October 27, 2025, (“**Effective Date**”) by and between the City of Los Angeles, acting by and through its Los Angeles Department of Water and Power (“**LADWP**”), a municipal corporation, and Los Angeles Unified School District (“**LAUSD**”), a school district duly organized and existing under the laws of the State of California (collectively, the “**Parties**”).

Section I. INTRODUCTION

This MOU describes the multi-pronged strategy that LADWP will deploy to assist LAUSD in raising energy and water efficiency within its facilities. Collectively, these efforts comprise the joint LADWP-LAUSD "Securing a Resilient and Sustainable Future for Our Kids" (“**Program**”). Across the strategies of this program, LADWP commits up to \$22,500,000 per Term Year, as defined in this agreement, for programmatic activities towards LAUSD's efficiency efforts, plus all standard efficiency program incentives as applicable and available, subject to the terms of this MOU.

The Program consists of four primary programmatic strategies: 1) Direct Installation (“**DI**”) of energy efficiency measures in LAUSD facilities by LADWP and/or LADWP Contractors; 2) Dedicated LADWP support and funding for programs promoting education and awareness of energy efficiencies; 3) LADWP funding for various greening/climate resilience activities that LAUSD seeks to explore to support enhancing in its facilities; 4) LADWP funding through existing water conservation programs for the installation of water conservation measures.

LADWP, under the direction of the City of Los Angeles City Council, is pursuing a 100 percent renewable energy portfolio by 2035, which includes partnering with local agencies to save energy and have clean energy consumption across the City, and to qualify for energy credits from regulators, the State or the federal government.

At its December 3, 2019, regular Board meeting, the LAUSD Board of Education approved Resolution 018-19/20 that, inter alia, committed LAUSD to “achieving 100 percent clean, renewable energy in its electricity sector by 2030 and in all energy sectors, including heating, ventilation, air conditioning (“**HVAC**”), cooking, and transportation, by 2040 working in collaboration with the LADWP’s Sustainable City Plan” (1st Recital to Resolution 018-19/20.).

(a) Funding Amounts. The anticipated apportionment of LADWP funding up to \$22,500,000 per Term Year for the four programmatic strategies comprising the Program is as follows:

(i) **DI** - Up to **\$18,000,000** per Term Year (as defined herein) for energy efficiency measures and any approved electrification measures under the LADWP DI program. For each DI Project, LAUSD shall provide matching funds on services, as indicated here ("**LAUSD Match**"):

(1) LAUSD shall support each DI project with matching funds or in-kind services, for related activities that are Non-Energy Conservation Measures ("**non-ECM**") as defined herein.

(2) LAUSD's matching funds shall not exceed a total of 25% of the projects' costs or \$4,500,000, whichever is less, per Term Year for the Term of this MOU. The Parties shall negotiate in good faith and agree for each Project, whether LAUSD procures the services or activities itself, or if LAUSD reimburses LADWP for LADWP's actual cost to procure those services or activities.

(ii) **Education and awareness of energy efficiencies** – Up to **\$1,125,000** per Term Year;

(iii) **Greening/Climate Resilience** Up to **\$2,250,000** per Term Year;

(iv) **LADWP water conservation incentives** - Up to **\$1,125,000** per Term Year;

LAUSD's costs for its LAUSD staff and consultants for administrative, advising, inspection and design costs to prepare and work on the entire Program shall be included as part of the LAUSD Match funds. LADWP and LAUSD agree that the allocation of funding levels among the four strategies listed above may be adjusted over time to fit the identified efficiency opportunities in LAUSD facilities as needed, and that regardless of how funding is ultimately split between the strategies, LADWP shall (subject to the budgeting and invoicing provisions of Sections II, III, IV, and V hereof) pay for all programmatic activities performed for the Program to the extent the costs thereof do not exceed \$27,000,000 (\$22,500,000 (LADWP) + \$4,500,000 (LAUSD)) combined across all four strategies per Term Year, for a total LADWP contribution up to \$100,000,000, plus all standard efficiency program incentives as applicable and available.

(b) Contractual Authority.

(i) The Parties anticipate that all contracts with third parties related to the Program to implement, install, construct, and/or monitor any part of the Program will be pursuant to an "energy service contract" for "conservation measures" or "conservation services" as those terms are used and defined in Government Code section 4217.10, et seq. Those contracts will each require a public hearing and a

savings analysis prior to LAUSD Board approval. If any contract with a third party related to the Program is not within the parameters of Section 4217.10, et seq., the Parties shall confer and determine a process for approval of those contract(s).

(ii) The Parties anticipate that most scopes of work related to the Program to be performed by LADWP and/or LADWP Contractors will also be pursuant to an “energy service contract” for “conservation measures” or “conservation services” as those terms are used and defined in Government Code section 4217.10, et seq. Those contracts, in the form of a design/build agreement will also each require a public hearing and a savings analysis prior to LAUSD Board approval. If any scope of work related to the Program to be performed by LADWP and/or LADWP Contractors is not within the parameters of Section 4217.10, et seq., the Parties shall confer and determine a process for approval of the contract(s) for those scopes of work.

(iii) LAUSD, in its ongoing community outreach efforts, shall prominently acknowledge LADWP's partnership with LAUSD in the various efforts under this MOU as well as all other related efforts.

(c) **List of Exhibits.** The following are exhibits to this MOU and are incorporated herein by this reference.

| | |
|------------------|------------------------------------|
| Exhibit A | LAUSD Scope of Work Format |
| Exhibit B | List of Agreed Upon Non-ECMs |
| Exhibit C | LAUSD Employee Rate Structure |
| Exhibit D | Temporary Access License Agreement |
| Exhibit E | Prevailing Wage Enforcement |

Section II. LADWP DIRECT INSTALL PROGRAM FOR LAUSD FACILITIES

(a) LADWP and LAUSD seek to build on the success of the existing LADWP DI program and continue it via this MOU. LADWP and LAUSD agree to the following:

(i) All LAUSD sites (including non-school sites) shall be eligible to receive all approved Energy Conservation Measures (“**ECMs**”) under the LADWP Direct Install program. LADWP shall not be responsible for the cost to purchase, install, or material management of any measures identified as, deemed to be, or commonly known in the industry as, Non-Energy Conservation Measures (“**non-ECM(s)**”). Subject to the limits on matching funds as provided in subd. (a) of Section I, LAUSD shall bear the entire costs of identifying, procuring, storing, and installing any and all measures identified as non-ECMs, as indicated in Exhibit B. LAUSD shall provide the staffing necessary to facilitate ingress to and egress from each project site and its corresponding buildings, as well as the following support services provided under the LADWP Direct Install program: environmental consultant services, project scheduling services and electrical inspection services.

(ii) LAUSD shall not submit schools for the LADWP Direct Install Program that will receive Prop. 39 funding, in order to minimize confusion and maximize transparency, unless it is mutually agreed by both Parties.

(iii) LADWP and LAUSD will jointly collaborate through the DI program to improve energy efficiency, energy monitoring, building energy usage, and other related systems at LAUSD. The LAUSD infrastructure provides the Parties an opportunity to improve energy efficiency and usage within LADWP territory feasibly and for reasonable cost.

(iv) LADWP's contractor, at its cost, will be responsible for providing detailed and accurate scoping documentation for each site consistent with the Scope of Work provided in Exhibit A. LADWP shall analyze scoped LAUSD facilities and systems for potential energy efficiency gains and improvements, along with an estimated budget for each LAUSD facility ("**Budget**"). LADWP shall utilize the scoping documentation verified by LAUSD.

(v) The Scope of Work and Budget for all projects funded by LADWP will require LADWP written approval within 10 business days. LADWP shall schedule work for each site with assistance from and approval by LAUSD. LADWP shall maintain an agreed-upon workload of projects with detailed project, cost, timeline, and staff requirement projections six months in advance for LADWP at LAUSD sites to enable LADWP to assemble and maintain an adequate level of staffing and funding throughout the Term of this MOU.

(vi) LADWP and LAUSD will coordinate the location of installation of all approved lighting and control measures based on the best Return on Investment ("**ROI**") EXCEPT in areas identified by LAUSD as potentially containing asbestos material, AND, LAUSD shall exclude any area identified as such from the scoping document provided to LADWP. If, however, an area suspected of being contaminated with asbestos material is also believed to offer potentially significant energy savings, LAUSD and LADWP may choose to have the area and/or material tested to confirm the presence of asbestos. If the test to confirm the presence of asbestos material is negative, all eligible measures identified in the area shall be included in the Scope of Work, AND, LAUSD shall, pursuant to Section II hereof, submit to LADWP a request for the reimbursement of the costs incurred as a result of performing the asbestos test. LAUSD shall provide, as needed, an onsite environmental consultant at each site to assist LADWP crews for scoping development. Pursuant to Section II hereof, LAUSD shall request reimbursements of all of its costs incurred for DI projects that were mutually agreed upon by the Parties.

(b) LADWP-Performed Work. LADWP will provide:

(i) Qualified LADWP employees and/or

(ii) Will provide qualified contractors and/or subcontractors with active contractor license(s), who will provide workers that are members of the International Brotherhood of Electrical Workers (IBEW), (“**LADWP Contractors**”), to install agreed-upon energy efficiency measures at eligible LAUSD sites. LADWP shall not be responsible for the cost to purchase, install, or material management of any measures identified as non-ECMs except as provided in Section II (a)(i).

(iii) Prior to LADWP employees and/or LADWP Contractors entering any LAUSD site, LADWP shall ensure compliance with the fingerprinting requirements set forth in California Code of Education sections 45122.1 and 45122.2 and LAUSD policy, subject to the conditions and requirements set forth in section 11 of Exhibit D, “Temporary Access License Agreement,” attached hereto. All equipment, materials, products and all workmanship performed by LADWP and/or LADWP Contractors, shall all be warranted by LADWP for a minimum of one year from the date of installation. LADWP shall bear sole responsibility for LADWP Contractors and shall indemnify LAUSD as to all acts or omissions by LADWP Contractors as set forth in section 3 of Exhibit D “Temporary Access License Agreement,” attached hereto. LAUSD and LADWP shall develop a schedule for installation of energy efficiency measures (“Schedule of Deliverables”). If at any point LADWP is unable to efficiently and timely meet the requirements of the Schedule of Deliverables, based on mutual agreement of the parties, LAUSD shall have the right to install agreed-upon energy efficiency measures at eligible LAUSD sites. LADWP shall reimburse LAUSD for all costs, including but not limited to, labor costs and materials costs, resulting from LAUSD’s installation of agreed-upon energy efficiency measures in accordance with Section II hereof.

(iv) LADWP and/or LADWP Contractors shall purchase all necessary materials per approved scopes of work based on a mutually agreed upon procurement list of materials. No substitution of materials shall be permitted without written approval. If material delivery is delayed, thereby causing a delay in installation by LADWP and/or LADWP Contractors at a specific site, LADWP and/or LADWP Contractors shall return to the site to complete installation upon LAUSD receipt of the materials or reimburse LAUSD for installation if the materials are installed by LAUSD or another third-party vendor. In the event that LAUSD installs agreed upon energy efficiency measures at an LAUSD site, LAUSD shall utilize its contracts to purchase all materials per approved scopes of work based on a mutually agreed upon procurement list of materials. Pursuant to Section II hereof, LADWP shall reimburse LAUSD upon delivery of all invoices for approved materials and for all approved labor associated with LAUSD’s installation of energy efficiency measures for eligible LAUSD projects.

(v) LAUSD shall select and provide qualified onsite inspectors, at each site, to inspect the work of LADWP crews and/or LADWP Contractors and ensure

compliance with applicable building codes. Pursuant to Section II hereof, LADWP shall reimburse LAUSD for labor charges for each person providing that inspection according to the most current LAUSD negotiated fully-burdened hourly rates for identified positions while working on approved project(s).

(vi) LADWP employees and LADWP Contractors will be supervised by LADWP staff; LAUSD employees will be supervised by LAUSD staff. LADWP will retain all responsibility for LADWP staff and LADWP Contractors. LAUSD will retain overall site responsibility on sites.

(vii) LAUSD, LADWP, and/or LADWP Contractor(s) will each establish, via written communication, one designated point of contact for daily coordination of work, reporting and assignments. LAUSD management will be responsible for tasking and assignment of LAUSD personnel to work on particular projects agreed on under the MOU. LAUSD management and/or an LAUSD designee will be the primary contact with site personnel and responsible to coordinate construction phasing of work.

(viii) Except to the extent permitted under Section II, each party will be solely responsible for the direct payment of salary and benefits to their respective employees and for updating and maintaining their respective employees' records for verification and reimbursement purposes. LAUSD shall assign qualified LAUSD employees to reasonably support LADWP energy efficiency projects at eligible sites throughout the Term of this MOU.

(c) Task List. Work under the MOU will proceed pursuant to a mutually agreed upon Task List. Modifications to this list of tasks due to unforeseen conditions, cost overruns, cancellations, lighting enhancements by manufacturers etc., shall be presented to the LAUSD Project Manager for review and final approval in his reasonable discretion.

(d) Access. LADWP's and/or LADWP's Contractors' access to any LAUSD facility and/or work at any LAUSD facility (whether under Section II, III, IV or V of this MOU), shall be subject to the conditions and requirements set forth in Exhibit D, "Temporary Access License Agreement," attached hereto. The terms of Exhibit D are hereby incorporated by this reference as if fully set forth herein. Prior to performing any work on an LAUSD site, LAUSD shall obtain any and all necessary governmental approvals, permits and consents (including, without limitation, from the California Division of the State Architect ("**DSA**") required for the performance of the work on such site. LADWP shall reimburse LAUSD for labor charges incurred for each architect and architect associate according to the most current LAUSD negotiated fully burdened hourly rates for identified positions while working on such approvals, permits, and consents for approved project(s).

(e) **Cost.** LADWP and LAUSD will contribute staff and/or LADWP Contractor time and materials as specified in relevant task orders approved by LAUSD and LADWP (each an “**Approved Task Order**”) for the not-to-exceed amounts indicated in the “Funding Amounts” section of this MOU for LADWP’s and/or LAUSD’s contributions for the DI portion of the Program. Each Approved Task Order shall set forth the scope of work and the approved Budget for LAUSD services for the work in question.

(i) No later than sixty (60) days after receipt of any invoice from LAUSD for any materials or LAUSD services relating to an Approved Task Order, LADWP shall reimburse LAUSD for (a) the amount of the invoice to the extent it does not exceed the Budget in the Approved Task Order, and (b) for any remaining portion of the invoice (in excess of such Budget) to the extent agreed upon by LADWP and LAUSD in their respective reasonable discretion after LADWP’s receipt of such invoice. In no event shall LAUSD’s reimbursement for materials costs be made contingent upon the installation of materials at the sites.

(ii) Through the Budget, Approved Task Order and invoicing process described above, LADWP will reimburse LAUSD for LAUSD contributions of employee time according to the most current LAUSD negotiated fully burdened hourly rates for identified positions at the time the work is being performed and for materials costs previously approved by the LADWP Construction Project Manager. LADWP shall not be limited to costs for design, installation and construction of funded items but shall extend to fund LAUSD staff and consultants for administrative, advising, and legal costs to prepare and work on projects.

(f) **Invoices.** LAUSD shall issue invoices to LADWP every other month for reimbursement. Invoices shall include reasonable supporting documentation as specified by LADWP. Labor reimbursements will be calculated based on fully burdened hourly billing rates for identified LAUSD positions based on the most current LAUSD negotiated hourly rates for identified positions at the time the work is being performed.

(g) **Inspection.** All work will be subject to daily inspection by LAUSD and shall be performed in compliance with all applicable laws, rules and regulations (including, without limitation, all policies, bulletins and rules of LAUSD). The LAUSD person that is inspecting the work shall approve (or disapprove, as applicable) all completed work at the end of each shift, which will be reviewed during project close out prior to LADWP demobilizing.

(h) **Close Out.** LAUSD, LADWP, LADWP Contractor(s), inspectors and supervisors shall meet at each site after 100 percent completion of the work to verify that all task items have been approved by the LAUSD person inspecting the work. Any outstanding items shall be identified, completed and or removed as directed by LAUSD prior to LADWP and/or LADWP Contractor(s) demobilizing to begin the next project, unless approved in writing by LAUSD.

(i) All excess material at the end of each project shall, to the extent that it was directly paid for by LADWP or that LADWP previously reimbursed LAUSD for its cost, be inventoried and at LADWP's discretion be returned, if acceptable by the vendor, for full credit to LADWP or logged and moved to a new LAUSD-LADWP Direct Install project site. Upon completion of a project, LAUSD shall report to LADWP the value of such LADWP- funded excess material inventoried, based on item count and unit price.

(i) Prevailing Wage. The LAUSD's Labor Compliance Department ("**LCD**"), as a state approved Labor Compliance enforcing agency, will monitor and enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages to LADWP Contractors on the DI projects. LADWP, as the awarding body, agrees to cooperate with the LAUSD's LCD to monitor and enforce the payment of prevailing wages according to the terms and requirements set forth in the Memorandum of Understanding re. Labor Compliance Program Monitoring attached hereto and made a part hereof as Exhibit E, concurrently with this Agreement, and shall retain LAUSD to operate and enforce a labor compliance program ("Labor Compliance Program") in accordance therewith.

(j) Performance Bond. For all work that LADWP performs with LADWP Contractors, LADWP shall require its contractors and subcontractors to provide a performance bond with LAUSD as the obligee for 110% of the budget for that project.

Section III. LADWP SUPPORT FOR EDUCATION AND AWARENESS ACTIVITIES

LADWP and LAUSD together recognize the need and opportunity to regularly explore approaches to raising awareness about energy and water resources relating to its facilities and to the homes of students and their families. LADWP supports the development of educational/awareness efforts that may present opportunities for broader implementation, both throughout LAUSD facilities and across LADWP's larger base of customers. These educational methods can raise awareness around actionable measures and behaviors to increase efficient use of resources and educational training and classroom curricula/programs around efficiency for LAUSD staff and students.

(a) LADWP commits to fund such Educational and Awareness Activities ("**EAA**") in LAUSD facilities to a maximum of \$1,125,000 per year. LADWP and LAUSD agree that the following process will be followed to jointly agree to expend LADWP funding for any specific, individual EAA.

(i) Either LADWP or LAUSD may propose a specific EAA for LADWP funding.

(ii) LADWP and LAUSD will jointly review the proposed EAA.

(iii) LADWP and LAUSD will each reasonably determine if the proposed EAA has potential benefits to their respective broader efforts at a larger scale that warrant the investment.

(iv) If required funding is available, and LADWP and LAUSD both agree to undertake the EAA, LADWP will reserve the funding needed and deduct the reserved amount from the remaining available pool of funding for LAUSD EAA for the term year. For any approved EAA, the Parties will follow the invoicing and reimbursement process set forth in Section II.14 hereof.

(v) LAUSD will track outcomes from each funded EAA over time and provide a summary report to LADWP at the end of each term year, quantifying all outcomes (energy/water savings, number of students and staff trained, etc.) for each EAA.

(vi) Prior to the start of the EAA, LAUSD and LADWP shall jointly and reasonably determine, as applicable, goals, objectives, baselines, performance criteria, performance intervals, and measurement and verification procedures to determine the EAA's performance, and to determine if the EAA will be considered for broader use.

(vii) LADWP and LAUSD may require processing and approval of an internal co-branding request to allow the other to access its logo. Collateral aimed at promoting EAAs will be reviewed and approved by LAUSD and LADWP prior to production and/or distribution. Collateral includes but is not limited to written materials, web-based text and illustrations, factsheets, brochures, flyers, presentations, video or film intended for cable, television, or internet distribution, and radio spots. Reproduction of previously approved materials is permitted provided the collateral piece has not been modified in any way. Project collateral approved through the EAA strategy will cite that the project was made possible due to the funding provided by LADWP.

Section IV. LADWP FUNDING FOR LAUSD GREENING AND CLIMATE RESILIENCE ACTIVITIES

LADWP and LAUSD together recognize the need and opportunity to regularly explore greening and climate resilience approaches to optimizing water and energy use and increase the eco-benefits in LAUSD facilities. LADWP supports such greening and resilience efforts that may present opportunities for broader implementation, both throughout LAUSD facilities and across LADWP's larger base of customers. LADWP and LAUSD agree that LAUSD facilities present a unique opportunity towards achieving greening and resilience. For purposes hereof, "Greening and Resilience Activities" may include, but are not limited to:

- Tree opportunities assessments on campuses.
- Empty tree well planting.

- Turf or pavement removal for new tree wells & trees.
- Installation of micro forests.
- Educational projects about trees and participating in City Plants.
- Educational native and climate-ready gardens/landscapes.
- National Wildlife Federation (NWF) Certified landscapes.
- On-site stormwater capture and recharge.
- Best management practices.
- Low impact development infrastructure.
- Urban heat island mitigation measures.
- Piloting technologies supporting resilience.
- Related training for LAUSD maintenance and operations staff.

(a) Funding. LADWP commits to fund such Greening and Resilience Activities (“**GRA**”) in LAUSD facilities up to a maximum of \$2,250,000 per Term Year, the level of funding depending on availability of funds from LADWP sources. LADWP and LAUSD agree that the following process will be followed to jointly agree to expend LADWP funding for any specific, approved GRA Activity.

(i) Either LADWP or LAUSD may propose a specific GRA for LADWP funding.

(ii) LADWP and LAUSD will jointly review the proposed Activity.

(iii) LADWP and LAUSD will each reasonably determine if the proposed GRA has potential benefits to their respective broader efforts at a scale beyond that warrants the investment.

(iv) If required funding is available, and LADWP and LAUSD both agree to undertake the GRA, LADWP will reserve the funding needed and deduct the reserved amount from the remaining available pool of funding for LAUSD GRA for the Term Year. For any approved GRA, the Parties will follow the invoicing and reimbursement process set forth in Section II hereof, except for stormwater capture activities, the funding process for which shall be determined jointly by LADWP and LAUSD for each project.

(v) LAUSD will track outcomes from each funded GRA over time and provide a summary report to LADWP at the end of each Term Year, quantifying all outcomes (energy/water savings, number of students and staff trained, etc.) for each GRA.

(vi) Prior to the start of the GRA, LAUSD and LADWP shall jointly and reasonably determine, as applicable, goals, objectives, baselines, performance criteria, performance intervals, and measurement and verification procedures to determine the GRA's performance, and to determine if the GRA will be considered for broader use.

(vii) LADWP and LAUSD may require processing and approval of an internal co-branding request to allow the other to access its logo. Collateral aimed at promoting GRAs will be reviewed and approved by LAUSD and LADWP prior to production and/or distribution. Collateral includes but is not limited to written materials, web-based text and illustrations, factsheets, brochures, flyers, presentations, video or film intended for cable, television, or internet distribution, and radio spots. Reproduction of previously approved materials is permitted provided the collateral piece has not been modified in any way. Project collateral approved through the GRA strategy will cite that the project was made possible due to the funding provided by LADWP.

Section V. LADWP WATER CONSERVATION INCENTIVES

LADWP and LAUSD recognize the importance of installing water-efficient fixtures and devices at sites, especially during drought conditions that California is experiencing more frequently and severely. LADWP agrees to provide funding, up to \$1,125,000 per Term Year through existing water conservation programs, for the installation of high-efficiency fixtures and devices. LADWP shall reimburse LAUSD for any such costs of purchasing and installing such fixtures and devices within 60 days after receipt of LAUSD invoice (and in no event slower than LADWP reimburses its other customers for installation of such fixtures and devices), subject to an aggregate maximum reimbursement obligation of \$1,250,000 per Term Year.

Section VI. TERM; DESIGN; PAYMENT; MISCELLANEOUS

(a) **Term.** The term of this MOU shall be 54 months ("**Term**"), beginning on the Effective Date. Each 12-month period from the Effective Date is a "**Term Year**", except for the final Term Year which will be 6 months in duration. Funding allocations for the final Term Year (the 6-month period) shall not exceed \$10,000,000 for that Term Year.

(b) **Design.** The Parties shall confer and agree whether LAUSD or LADWP is responsible for designing a project within the Program. If LADWP will design the project, LADWP shall utilize the scoping documentation provided by LAUSD, and shall contract with engineers, architects, and designers, properly licensed, certified and experienced to fully design, prepare drawings and specifications, of the project, which must be approvable by the Division of the State Architect.

(c) **Payment.** Payment to LAUSD under this MOU will be mailed by check to:

Los Angeles Unified School District
Facilities Services Division - Program Support Services Branch
333 South Beaudry Avenue, 21st Floor
Los Angeles, CA 90017
Attn: Cheryl Kim

(d) **Miscellaneous.** All of the covenants, conditions and provisions herein shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Neither party hereto may assign, delegate or otherwise transfer any of its right or obligations hereunder without the prior written consent of the other party in its sole and absolute discretion. This MOU may be executed in any number of counterparts which, when taken together, shall constitute a fully-executed original. This MOU shall be governed by the laws of the State of California without reference to its conflicts of law provisions. In case any one or more of the provisions contained in this MOU shall be deemed invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall in no way be affected or impaired thereby and shall be enforceable to the maximum extent permitted by law. The captions and headings in this MOU are inserted only as a matter of convenience and for reference, and they shall in no way be deemed to define, limit or describe the scope hereof or the intent of any provision hereof. In the event of a dispute between the Parties as to performance of Work or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. The provisions of this MOU shall not be amended or altered except by an agreement in writing signed and delivered by both of the parties hereto prior to it becoming effective. Any party may waive the satisfaction or performance of any conditions or agreements in this MOU which have been inserted for its benefit, so long as the waiver is signed by an authorized signatory of such party, specifies expressly the waived condition or agreement, and is delivered to the other party hereto. No such waiver of any provision hereof in one instance shall be deemed a waiver of any other provision hereof or a waiver of the same provision in any other instance. Consent to or approval of any act by one of the parties hereto shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow up among the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of one of the parties to insist upon the performance by any other party in strict accordance with said terms.

Section VII. CONCLUSION AND EXECUTION

The Parties hereby agree to the terms and conditions as set forth above.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives.

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| <p>For: DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES</p> <p>By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.</p> <p>By:</p> <p>_____</p> <p>JANISSE QUIÑONES Chief Executive Officer and Chief Engineer General Manager</p> <p>Date:</p> <p>_____</p> <p>And:</p> <p>_____</p> <p>CHANTE L. MITCHELL Board Secretary</p> | <p>For: LOS ANGELES UNIFIED SCHOOL DISTRICT</p> <p>By:</p> <p>_____</p> <p>JAIME TORRENS Senior Advisor to the Superintendent</p> <p>Date: _____</p> |
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EXHIBIT A SCOPE OF WORK FORMAT

EXHIBIT A (LAUSD MOU)
LAUSD will provide CAFM Space Maps and LADWP Contractor Completes non-highlighted columns - (sample below). A standardized format is to be used in order to ensure the data can be sorted/filtered.

SCHOOL NAME

| Item | CAFID ID | Building Number | Building | Floor | Space Migration | Existing Lamps 34 V/ft | New Lamps 32 V/ft | Existing Lamps 32 V/ft | Reduce Existing Lamps 32 V/ft | Reduce Existing Ballasts | Other Existing Wastage Fixture/Voltage | Other New Wastage | 2-47 Light Fixture | Fixture Height | Hours of Operation | A Tasks | B Tasks | OT | A Task Additional Change Deletions ("O") | B Task Additional Change Deletions ("O") | A Task Additional Change Deletions ("O") | B Task Additional Change Deletions ("O") | Notes & Comments |
|------|----------|-----------------|----------|-------|---|------------------------|-------------------|------------------------|-------------------------------|--------------------------|--|-------------------|--------------------|----------------|--------------------|---------|---------|----|--|--|--|--|--|
| 1 | 10095 | 2148 | Admin | 1 | 1st Floor Admin Bldg Band Room #33 | | | 6 | 4 | 2 | 2 | | | 10 | 5D12 | 14 | 2 | 1 | | | | | |
| 2 | 10097 | 2148 | Admin | 1 | 1st Floor Admin Bldg Band Room #32 | | | 9 | 6 | 3 | 3 | | | 9 | 5D12 | 14 | 3 | 5 | 1 | | | | \$150.00 |
| 3 | 10098 | 2148 | Admin | 1 | Counselor Office Magnet Office Room #3 | | | 6 | 4 | 2 | 2 | | | 9 | 5D12 | 14 | 2 | 1 | | | | | |
| 4 | 10099 | 2148 | Admin | 1 | Waiting Room B3 Magnet Office | | | 9 | 6 | 3 | 3 | | | 9 | 5D12 | 14 | 3 | 5 | 1 | | | | |
| 5 | 10100 | 2148 | Admin | 1 | Office A Room #1 | | | 9 | 6 | 3 | 3 | | | 9 | 5D12 | 14 | 3 | 5 | 1 | | | | |
| 6 | 10100.1 | 2148 | Admin | 1 | Office A Room #2 | | | 9 | 6 | 3 | 3 | | | 9 | 5D12 | 14 | 3 | 5 | 1 | | | | |
| 7 | 10100.2 | 2148 | Admin | 1 | Office C Room #5 | | | 6 | 4 | 2 | 2 | | | 9 | 5D12 | 14 | 2 | 1 | | | | | Wiring for additional lighting circuit thru line Coop. Location in Band Room #32 |
| 8 | 10095 | 2148 | Admin | 1 | 1st Floor Admin Bldg Entry to Band Room #32 | | | | | | 2-35 V/ft PL | NA | | 7 | 7D12H | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 9 | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | | | | | | | | | | | | |

EXHIBIT B
LIST OF AGREED UPON NON-ECMS

Non-ECM Definition:

For this purpose, Non-ECM are defined as any items that are not covered under the Commercial Direct Install CDI program offered by LADWP. For clarity the team identified the following items as non-ECM.

Non – ECM's - List of items including but not limited to:

- Ancillary Material
- Asbestos-Containing Materials (ACM)/LEAD
- B1A – Control Wiring
- Caulking
- Commissioning
- Dailies & Look Ahead
- Department of Justice
- Downtime
- Equipment Rental
- Fit Testing
- Grounding & Bonding
- Inventory
- Job set up
- Lens Replacement
- Lift Preparation
- Material Handling
- Mockup
- Obstructions
- Punchlist Items
- Relay Identification
- Run Conduit
- Trash

Further description of Non-ECM

- **Ancillary Material** – (Walters, JC Supply, Home Depot, All Phase, McMaster-Carr Supply, etc.)
 - Grounding materials –(material) screws / wires
 - Lead & Asbestos Signs (material) – Notices that are posted on site per John Crabtree
 - Drawings (material) – to print for the school to mark up on site (printing per page)

- Walters – (material) – silicone sealant, wire, screws, wire nuts, misc. parts
- PPE (material) – lead and asbestos materials- (masks, filters, hepa vac, certified drills)
- **Asbestos Containing Materials (ACM)**
 - (ACM)/LEAD: Set up, containment, and cleanup of each area in which drilling is to be performed.
 - ACM testing – sample testing – yearly testing requirement for ACM work.
- **B1A Control wiring** – Per unit to run wire to fixtures in single row to connect relay as an alternate to placing a relay in each fixture individually.
- **Caulking** – Time spent to seal, where required, around exterior fixtures to prevent water and/or dust damage.
- **Commissioning** - Programming of the relays on the EnOcean system (using the laptop).
- **Dailies & Look Ahead** – Tracking spreadsheets documenting progress nightly/ room reports/ walking areas for look ahead scheduling to be provided to school/ logistical-planning.
- **DOJ** – Department of Justice
 - **Live Scan reimbursement** – provide the names of the individuals for reimbursement cost of actual report.
 - **Live Scan time spent** – hours spent to get fingerprinted and obtain report.
- **Downtime (hourly)** – Time spent awaiting LAUSD to resolve an issue preventing work from proceeding:
 - Caused by access restrictions, show up/scheduling problems and/or
 - Obstructions and unforeseen conditions.
- **Equipment rental (costs)**
 - Containers Rental: 20ft or 40ft (Mobile Mini, Haulaway, etc.)
 - Fencing Rental: (United Rentals, Rent A Fence, etc.)
 - Portable Restroom/Sink Rental: (United Rentals, etc.)
 - Dumpster Rental: (Transpacific, CR&R, etc.)
 - Lift rentals, and plywood for floor protection.
- **Fit Testing (hours)** -doctor testing to make sure they can work with a mask on for lead/asbestos work.
- **Grounding & Bonding Labor**- To reattach (attach) grounding wire to fixture with screw (per LAUSD requirement).
- **Inventory** – Counting the containers worth of material, accounting for all

incoming and outgoing material through project progression.

- **Job Set up–**
 - Walking the entire site for planning initially against the scopes, planning and staging of material.
 - Delivery and set up of tools and materials.
 - Removal of job-related materials
- **Lens Replacement** –(hours) for installing new lenses in place of broken lenses that the district provided.
- **Lift preparation for gym lights** – flooring protection, sheets of wood, pushing one man lift around.
- **Material Handling** –
 - Receiving Materials - employees called to site, or employees that were already on site installing, offloading truck of fixtures/sensors into the bins (taking pallets down to load into the containers), employees controlling the traffic around deliveries.
 - Receiving Bins – employee on site to receive containers to hold material, employee controlling the traffic around delivery.
 - Receiving Recycle Products – employee on site to receive boxes for lamps and barrels for ballasts.
- **Mockup** – testing out new product for district review.
- **Obstructions** - Moving items out of the way to access fixtures – blocked areas that must be cleared (in special needs classrooms, exact room replication required).
- **Punchlist Items** – going back through the school to run through any open items the district requested review and/or modification on.
- **Relay Identification** - Marking stickers for relays on the fixture itself & producing/providing to LAUSD as built drawings to identify relay placements as requested per site.
- **Run conduit** - For exterior fixtures; based on existing wiring conditions.
- **Trash** –
 - Trash Removal – coming to pick up trash, load in van, taking back to warehouse to unload and dispose of.
 - Breaking down trash onsite to fit in bins – break down boxes to fit into the containers for storage until pick up.

**EXHIBIT C
LAUSD EMPLOYEE RATE STRUCTURE**

| Exhibit C: LAUSD Employee Rate Structure | | | | | | | | | |
|--|------------|------------------|------------|----------------------|------------|------------|------------|------------|--|
| Class Title | Class Code | Base Hourly Rate | Unburdened | Fully Burdened Rates | | | | | |
| | | | | FY 2024-25 | FY 2025-26 | FY 2026-27 | FY 2027-28 | FY 2028-29 | |
| ADMINISTRATIVE ANALYST | 5073 | \$56.96 | \$89.53 | \$138.96 | \$141.74 | \$144.57 | \$147.46 | \$150.41 | |
| AREA ELECTRICAL SUPERVISOR | 3206 | \$65.29 | \$100.89 | \$156.47 | \$159.60 | \$162.79 | \$166.05 | \$169.37 | |
| AREA PAINTING SUPERVISOR | 3276 | \$51.84 | \$82.54 | \$128.20 | \$130.76 | \$133.38 | \$136.05 | \$138.77 | |
| ASBESTOS ABATEMENT ASSISTANT | 3792 | \$33.68 | \$57.74 | \$90.02 | \$91.82 | \$93.66 | \$95.53 | \$97.44 | |
| ASBESTOS SURVEYOR | 3790 | \$35.18 | \$59.80 | \$93.18 | \$95.04 | \$96.94 | \$98.88 | \$100.86 | |
| CARPENTER | 3436 | \$45.52 | \$73.91 | \$114.91 | \$117.21 | \$119.55 | \$121.94 | \$124.38 | |
| ELECTRICIAN | 3321 | \$50.00 | \$80.03 | \$124.33 | \$126.82 | \$129.36 | \$131.95 | \$134.59 | |
| ENGINEERING AIDE | 1581 | \$33.00 | \$56.82 | \$88.60 | \$90.37 | \$92.18 | \$94.02 | \$95.90 | |
| FACILITIES PROJECT MANAGER II | 1415 | \$73.30 | \$111.82 | \$173.29 | \$176.76 | \$180.30 | \$183.91 | \$187.59 | |
| LOCKSMITH | 3446 | \$45.52 | \$73.91 | \$114.91 | \$117.21 | \$119.55 | \$121.94 | \$124.38 | |
| MAINTENANCE WORKER | 3780 | \$33.68 | \$57.74 | \$90.02 | \$91.82 | \$93.66 | \$95.53 | \$97.44 | |
| OFFICE TECHNICIAN | 2828 | \$30.70 | \$53.68 | \$83.76 | \$85.44 | \$87.15 | \$88.89 | \$90.67 | |
| PAINTER | 3476 | \$35.30 | \$59.95 | \$93.42 | \$95.29 | \$97.20 | \$99.14 | \$101.12 | |
| PLANT MANAGER III | 4037 | \$40.16 | \$66.59 | \$103.64 | \$105.71 | \$107.82 | \$109.98 | \$112.18 | |
| PLASTERER AND CEMENT FINISHER | 3331 | \$42.25 | \$69.45 | \$108.05 | \$110.21 | \$112.41 | \$114.66 | \$116.95 | |
| SENIOR ELECTRICIAN | 3306 | \$55.00 | \$86.85 | \$134.84 | \$137.54 | \$140.29 | \$143.10 | \$145.96 | |
| SENIOR PAINTER | 3421 | \$38.82 | \$64.76 | \$100.83 | \$102.85 | \$104.91 | \$107.01 | \$109.15 | |

1. The billing rates for fiscal years subsequent to FY 2024-25 are subject to change due an estimated 2% cost of living adjustment (COLA) increase and Bargaining Unit Agreement adjustments. Updates will be provided to reflect changes in the unburdened rates when ratified.

**EXHIBIT D
TEMPORARY ACCESS LICENSE AGREEMENT**

This Temporary Access License Agreement ("License") is made by and between the LOS ANGELES UNIFIED SCHOOL DISTRICT (the "District") and the LOS ANGELES DEPARTMENT OF WATER AND POWER ("LADWP"), together referred to as the "Parties," with respect to the following:

RECITALS

Whereas, the District is the owner of real property located at various sites in Los Angeles County ("School Sites").

Whereas, the District and LADWP now wish to enter into this License to permit the LADWP to conduct the installation of various direct install energy efficiency measures at the various School Sites, subject to the terms identified below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. Temporary License

The District grants LADWP, its contractors and subcontractors a license to enter the School Site to conduct the Scope of Work, defined below, which will or may include the following:

Location: The locations are school sites throughout the District within LADWP service territory.

Staging Area: Upon execution of this License, the District and LADWP shall agree upon a location for the staging area for activities necessary or prudent to complete the Scope of Work, as defined below, at the School Site. LADWP, at its sole expense, shall install a temporary fence and gates around the perimeter of the staging area to maintain staging area security, safety and eliminate interference with the installation of energy efficiency measures.

Scope of Work: Perform Direct Install energy efficiency measures in LAUSD facilities within LADWP service territory.

Pursuant to Paragraph 10 of this License, LADWP will provide a minimum of 72 hours advance notice to the District and School Site of the date of planned Work.

2. Manner of Work

LADWP agrees to utilize its best efforts to minimize noise, fumes, dust and other similar effects in conducting the Scope of Work and shall not otherwise interfere with the operations of the School Sites.

3. Indemnification

- a. LADWP shall indemnify, defend, and hold harmless the District, its agents, representatives, employees, and Board Members from any and all claims, actions, losses, liabilities, damages, fees, and/or costs arising directly from the negligence or willful activities or misconduct of LADWP and its contractors, consultants, or subcontractors in performing the Work pursuant to this Agreement. LADWP, its representatives, members, consultants, and agents, shall not be responsible for any liability which arises from the negligence or willful activities or misconduct of the District, its agents, representatives, employees, students, and Board Members.
- b. The District shall indemnify, defend, and hold harmless LADWP, its agents, representatives, employees, and Board Members from any and all claims, actions, losses, liabilities, damages, fees, and/or costs arising directly from the negligence or willful activities or misconduct of the District and its contractors, consultants, or subcontractors in performing the Work pursuant to this Agreement. The District, its representatives, members, consultants, and agents, shall not be responsible for any liability which arises from the negligence or willful activities or misconduct of LADWP, its agents, representatives, employees, and Board members.

4. Insurance

LADWP shall, at its sole cost and expense, maintain in effect, during the term of this agreement, the following insurance coverage to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with LADWP's fulfillment of any of its obligations under this Agreement:

- a. General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - i. \$3,000,000 per occurrence
 - ii. \$100,000 fire damage
 - iii. \$5,000 med expenses
 - iv. \$1,000,000 personal & adv. injury
 - v. \$3,000,000 general aggregate
 - vi. \$3,000,000 products/completed operations aggregate
- b. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- c. Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A -Statutory Limits

Part B -Employer's Liability -\$1,000,000/\$1,000,000/\$1,000,000

It is understood that the Los Angeles Department of Water and Power is a self-insured entity. The LADWP shall provide a letter of self-insurance evidencing its ability to meet the above insurance requirements. Said insurance shall inure to the benefit of the District only to the extent of the LADWP's Indemnity obligations. The Self Insured letter shall be accepted in full satisfaction of this requirement until the expiration or termination of this agreement.

5. Restoration of Property

Promptly after performing the Scope of Work, LADWP shall restore the School Site to the condition that existed prior to the execution of this License.

6. Compliance with Applicable Laws

LADWP agrees that all activities performed pursuant to this License shall comply with all applicable local, state and federal laws, including, but not limited to, statutes, regulations, codes, rules and ordinances.

7. Governing Law

This License shall be governed by and interpreted pursuant to California law.

8. Entire Agreement

The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the subject matter of this License. This License may be amended only by written instrument signed by both Parties.

9. Relationship of the Parties

The Parties expressly disavow any intent or desire to create a partnership, joint venture, joint enterprise, principal and agent, or any other business relationship by entering into this License other than that of licensor and licensee.

10. Approval and Notices

Any approval, disapproval, demand or other notice which either party may desire or is required to give to the other party must be in writing or by electronic mail (e-mail) transmission.

To the District:

Christos Chrysiliou FAIA, CCM, LEED AP
Chief Eco-Sustainability Officer
LAUSD – Office of ECO-Sustainability
333 S. Beaudry Avenue, 22nd Floor
Los Angeles, California 90017
Phone: (213) 241-0482
Email: christos.chrysiliou@lausd.net

With a Copy to:

Los Angeles Unified School District
Office of the General Counsel
333 South Beaudry Ave., 23rd Floor
Los Angeles, California 90017
Attn: Chief Facilities Counsel

To LADWP:

Ashley Negrete
Customer Programs Management Unit Manager
Los Angeles Department of Water and Power
111 N Hope Street, Room 1057
Los Angeles, California 90012
Phone: (213) (213) 367-4034
Email: ashley.negrete@ladwp.com

11. Counterparts

This License agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

12. Term

The term of this License shall be from _____, 20__ through _____, 20__.

13. Fingerprinting

LADWP shall at all times comply with the requirements of California Education Code sections 45125.1 and 45125.2, and LADWP shall perform all of the following acts:

- a. LADWP shall ensure that during the course of all work performed pursuant to this agreement and the MOU, all LADWP staff, contractors, subcontractors and/or agents shall have limited contact with District pupils. To ensure such limited contact, all work shall be performed after 3:00pm on days when school is in session at the School Site, no pupils shall be in close proximity to the site where the work will be performed, and no LADWP staff, contractor and/or subcontractor shall be working alone.
- b. In compliance with California Education Code section 45125.2, LADWP will further assure pupil safety by ensuring and requiring continual supervision and monitoring by LADWP and/or LADWP Contractors in the following manner: An employee(s) of LADWP and/or LADWP's contractors or subcontractors shall submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of California Code of Education section 45125.1. LADWP shall certify that said employee(s) has not been convicted of a felony as defined in California Education Code section

45122.1 and said employee(s) of LADWP and/or LADWP's contractors or subcontractors shall continually supervise and monitor all LADWP staff, contractors, subcontractors and/or agents while on the School Sites. LADWP shall provide such certification, in writing, to the District's Office of Risk Management and Insurance Services (ORMIS) using the District's fingerprinting certification and waiver justification form (Attached hereto as Attachment A).

14. Use of Name or Endorsements

LADWP and LAUSD shall not use the name, logo, trademark, tradename, or service mark of the other Party on or with regard to any product or service directly or indirectly related to such other Party's Program or this Agreement, without the prior written approval of the other Party. By entering into this Agreement, no Party directly or indirectly endorses any product or service provided, or to be provided, by a Party, its successors or assignees. Any press or media release regarding this Agreement by one Party which includes the name, logo or otherwise references the other Party must be agreed to in advance by the other Party, which Agreement shall not be unreasonably withheld.

The below document is reference to Exhibit D, Section 13. Fingerprinting, the District's fingerprinting certification and waiver justification form.



TO: Los Angeles Unified School District
 Insurance & Risk Finance
 Division of Risk Management &
 Insurance Services
 333 S. Beaudry Ave., 28th Floor
 Los Angeles, CA 90017

Attachment A

FROM: Name _____
 Address _____
 City _____
 State _____ Zip _____

Fingerprint and Criminal Background Check Certification

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement (Number _____) between the Los Angeles Unified School District ("DISTRICT") and the Individual _____ company or contractor named ("VENDOR," for provision of _____ services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- A) The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~OR~

WAIVER JUSTIFICATION

- B) The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 (a)]
 --Check all methods to be used:
 - 1) Installation of a physical barrier at the worksite to limit contact with students
 - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
 - 3) Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable." [EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

 Authorized VENDOR signature Printed Name Title Date

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

[SIGNATURE LOCK]

EXHIBIT E

PREVAILING WAGE ENFORCEMENT

Exhibit E

Memorandum of Understanding

By and Between the Los Angeles Unified School District and LADWP

This Memorandum of Understanding (“MOU”) is dated this ____ day of _____ (“Effective Date”) by and between the Los Angeles Unified School District (“LAUSD” and/or “District”), a political subdivision of the State of California, and **Los Angeles Department of Water and Power (“LADWP”)**, a municipal corporation, organized and existing under the laws of the State of California. The District and **LADWP** are herein sometimes collectively referred to as the “Parties”.

Whereas, the California Labor Code requires the payment of prevailing wages which requires all workers employed on a public works project be paid not less than the general prevailing wage rate of per diem wages, including but not limited to payment for travel and subsistence; and not less than the general prevailing rate of per diem wages for holiday, overtime and shift differential work, as determined by the California State Director of Industrial Relations for each craft, classification or type of work needed to execute the work.

Whereas, **LADWP** intends to **among other things oversee a direct install program** upon certain LAUSD-owned real property which will be partially or fully publicly funded known as **direct install program** (“project”) located at **various District sites**.

Whereas, the District operates a state-approved Labor Compliance Program acting with delegated authority from the Labor Commissioner to enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages;

Whereas, it is the intent of the District to actively enforce this program upon all District construction sites requiring the payment of prevailing wage rates.

Now, therefore, in consideration of the mutual covenants and terms contained herein, the parties agree as follows:

1. Principles of Agreement

The District’s Labor Compliance Department (“LCD”), as the enforcing agency, will monitor and enforce the applicable statutes, laws, and regulations governing the payment of prevailing wages on the project. **LADWP**, as the awarding body, agrees to cooperate with the District LCD to monitor and enforce the payment of prevailing wages, including, but not limited, to the withholding of contract

payments where necessary on the project and the depositing of any and all penalties incurred as a result of enforcement to the District.

2. **LADWP Rights and Obligations**

- 2.1. In General. **LADWP** through and by its Principal agrees to assist the LCD in investigation, monitoring and enforcement of prevailing wage laws and regulations.
- 2.2. Compliance with Awarding Body responsibilities as defined in California Labor Code Section 1720-1861. **LADWP** through and by its Principal shall comply with the “awarding body” responsibilities as defined in Labor Code section 1720 – 1861 which include, but is not limited to:
 - 2.2.1. **LADWP** shall take cognizance of prevailing wage violations committed in the course of the execution of contracts and shall promptly report suspected violations to the LCD.
 - 2.2.2. **LADWP** shall ensure compliance with contractor and subcontractor Public Works Contractor registration requirements as defined in Labor Code 1771.1.
 - 2.2.3. **LADWP** shall ensure any and all contracts issued pursuant to the Developer/Operator Agreement with the District include language identifying the contract as a public work subject to the prevailing wage requirements.
- 2.3. Prevailing Wage Applicability. **LADWP** through and by its Principal shall refer all contracts related to the Developer/Operator Agreement with the District to the LCD to determine prevailing wage applicability.
- 2.4. Labor Compliance Program Approval and Listing of Prevailing Wage Requirements in Bid and Contract Documents.
 - 2.4.1. **LADWP** agrees to include in all bid invitations:
 - a. Attachment A – Notice of Labor Compliance Program Approval in accordance with the requirements of Title 8 CCR section 16429;
 - b. Attachment B – Bid Language for LAUSD Labor Compliance Enforcement
 - 2.4.2. **LADWP** agrees to include in all contracts:
 - a. Attachment A – Notice of Labor Compliance Program Approval in accordance with the requirements of Title 8 CCR section 16429;
 - b. Attachment C – General Conditions for LAUSD Labor Compliance Enforcement
- 2.5. Documents and Information. **LADWP** agrees to provide any and all contracts issued pursuant to the Developer Agreement to the LCD. In addition, the below information and resources will be provided to the LCD for the purposes of monitoring, investigating, and enforcement of prevailing wages:
 - a. Bid Invitation and Proof of Publication
 - b. Contact person for Labor Compliance matters

- i. Contact Information of Project Manager in charge for both Prime Contractor and District Representative
- ii. Pre-Job/Pre-Bid Notification
- iii. **LADWP** Project Manager
- c. Contract Documents
 - i. Contract Language (General Conditions)
 - ii. Copy of Fully Executed Contract Agreement
 - iii. Proof of Insurance from Prime Contractor/Subcontractors (Bonding Companies with bond number)
 - iv. Scope of Work and General Conditions of Contract
 - v. Copy of Request for Proposals/Request for Qualifications
 - vi. Bid Tabulation and Selection of Prime Contractor with Award Amounts and Bid Amounts
 - vii. Notice to Proceed
 - viii. List of Contact Information for Prime and all Subcontractors
 - ix. Notice of Completion
- d. Project Documents
 - i. Inspection Reports
 - ii. Daily Construction Reports
- e. Other documents as deemed necessary

2.6. Public Works Project Award Notification (PWC 100 form) to DIR. Pursuant to Labor Code section 1773.3, **LADWP** shall, within thirty (30) days of award submit the PWC-100 form to the Department of Industrial Relations (“DIR”). **LADWP** will indicate Los Angeles Unified School District Labor Compliance Department as the agency responsible for carrying out the Awarding Body’s Labor Compliance Program for the project. The following contact information will be included on the form:

Name: Jessica Tam
 Email Address: lcp@lausd.net
 Contact Number: (213) 241-4665

Prior to issuance of final payment due to the contractor, **LADWP** shall update the PWC-100 form to provide a complete list of all subcontractors at the same time notifying the LCD.

2.7. Notice of Withholding of Contract Payments. **LADWP** agrees to assist the LCD in the investigation, monitoring, and enforcement of prevailing wages including, but not limited to, the withholding of contract funds as determined by the LCD. **LADWP** will withhold contract payments pursuant to Labor Code section 1727(a) from contractors when a Notice of Withholding Contract Payments has been issued by the LCD. When there has been a final determination that a contractor has violated prevailing wage requirements, whether through non-response, settlement agreement, decision by the DIR, or any other means, funds in an amount equal to the amount of back wages, training funds, penalties, and liquidated damages assessed shall be deemed forfeited by the contractor. Penalties forfeited by contractors pursuant to the LCD actions under this MOU shall be deposited to the LAUSD.

- 2.8. Job Site Posting at Project – LAUSD Monitoring. **LADWP** agrees to post Attachments A and D at the job site to inform the public and workers that this is a project monitored by a DIR approved Labor Compliance Program and that the payment of prevailing wages is required.
- 2.9. Site Visits – LAUSD Monitoring. **LADWP** agrees to allow LAUSD and representatives from LAUSD’s Work Preservation Group access to project to conduct in-person inspections at the job site randomly or as deemed necessary by the LCD. Activities will include interviewing workers while working, taking pictures of workers and/or project site.
- 2.10. No LAUSD Liability. **LADWP** understands and agrees that LAUSD is not a guarantor of, nor responsible for noncompliance with Labor Code 1771.1, 1773.3, 1781, and/or 1782. LAUSD shall incur no liability of any kind of reason of monitoring prevailing wage compliance and shall indemnify and defend LAUSD from any and all liability, claims, and/or damages that may arise directly or indirectly from Construction or the Project, except to the extent that such liability, claim, and/or damages arise from LAUSD’s breach of this MOU Agreement, gross negligence or willfull misconduct.
- 2.11. Miscellaneous. – Upon receipt, **LADWP** will immediately forward to the LCD all Labor Compliance-related complaints and requests, including, but not limited to, requests for Certified Payroll Reports and stop notices issued by the Department of Industrial Relations. Additionally, any and all documents intended for the LCD sent to **LADWP** shall be immediately forwarded to the LCD upon receipt by **LADWP** .

3. LAUSD’s Rights and Obligations

- 3.1. In General. LAUSD acknowledges that the purpose of this MOU is to provide prevailing wage monitoring and enforcement services to **LADWP**. The LCD will be responsible in conducting all prevailing wage monitoring and enforcement activities as required by the California Labor Code and California Code of Regulations.
- 3.2. Expenses and Costs. Expenses and costs associated with the monitoring, investigation, and enforcement of prevailing wages will be the responsibility of LAUSD.
- 3.3. LCD Administration. The LCD shall maintain its status as an approved Labor Compliance Program and continue to perform all duties and responsibilities required of such program. The LCD will provide the following administrative duties:
 - 3.3.1.1. Receive and maintain Certified Payroll Reports (“CPRs”) and all related payroll records;
 - 3.3.1.2. Act as Custodian of Record for labor compliance related documents for the project;
 - 3.3.1.3. Respond to all public record request(s) for Labor Compliance-related documents in a timely manner;
 - 3.3.1.4. Maintain a database of all incidents of non-compliance of prevailing wage requirements on project. Contractors/subcontractors found to be in non-

compliance with prevailing wage requirements will have their assessments posted at <http://www.laschools.org/contractor/lc/documents/download/lc-assessments/lc-assessments.xls> for three (3) years.

3.4. Education. The LCD will provide education to contractors and subcontractors in the prevailing wage requirements. Education activities to be provided by the LCD shall include the following:

- 3.4.1.1. Labor Compliance Certification class;
- 3.4.1.2. Labor Compliance Re-certification class;
- 3.4.1.3. Online Certified Payroll Reporting System Hands-On Training;
- 3.4.1.4. Attendance of pre-construction/job start meetings to explain prevailing wage requirements to all contractors present;
- 3.4.1.5. Labor Compliance pre-job conference video available via LAUSD LCD website.

3.5. LCD Monitoring and Enforcement. The LCD shall monitor and analyze contractors' compliance with the prevailing wage requirements as mandated by the California Labor Code and California Code of Regulations. Monitoring and analysis by the LCD shall include but not be limited to the following:

- 3.5.1.1. Require contractors and subcontractors of every tier to submit CPRs to the District's Online Certified Payroll Reporting system on a weekly basis.
- 3.5.1.2. Monitor, review and confirm contractors' CPRs to ensure compliance with State prevailing wage laws and requirements.
- 3.5.1.3. Investigate and resolve prevailing wage issues arising with from monitoring, review and confirmation of CPRs.
- 3.5.1.4. Respond to complaints and conduct investigations into allegations of noncompliance of prevailing wages.
- 3.5.1.5. Conduct source document reviews of contractors to verify compliance of prevailing wage requirements.
- 3.5.1.6. Conduct on-site interview with workers and contractors to ensure payment of prevailing wages and compliance with prevailing wage laws for all workers working on the project. Site visits may be conducted by the District's Work Preservation Group Volunteers.

3.6. Staffing and Support. The LCD will assign necessary and sufficient staff to perform the administrative, education, monitoring and enforcement activities within the scope of services of this MOU. This will include providing staff to provide evidence in any hearing and providing legal representation at any hearing before the Director of Industrial Relations ("Director"), or in any court proceeding challenging a decision by the Director.

- 3.6.1.1. A designated person from the LCD will be assigned to **LADWP** to conduct all activities referenced above and be the direct contact person for all questions related to this MOU and its activities.

4. Miscellaneous

- 4.1. Law Governing: This MOU shall be governed by, interpreted under, and enforced in accordance with the laws of the State of California. In any action or proceeding arising herefrom, the parties hereby consent to the jurisdiction of any competent court within the Los Angeles County.
- 4.2. Successors and Assigns: This MOU is binding upon and shall insure to the benefit of the Parties, their respective agents, Board(s), representatives, shareholders, officers, directors, partners, divisions, corporations, subsidiaries, parents, affiliates, successors, predecessors, assigns, heirs, executors, administrators, past, present, and future.
- 4.3. Authority to Execute: Each signatory executing this MOU on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU and that he or she has full and complete authority to commit the Parties to this MOU and the provisions thereof.
- 4.4. Counterparts; Facsimile Signatures: This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt.
- 4.5. Supplemental Agreements; Amendments: This MOU reflects the entire agreement between the LCD and **LADWP**. There are no additional agreements expressed or implied. However, any modification of this MOU shall be effective only if it is in writing and signed by both parties hereto.
- 4.6. Headings: The headings used in this MOU are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of the MOU.
- 4.7. Effective Date and Term of this Agreement: This MOU will commence upon execution by the authorized representatives of the parties, and will remain in effect until the expiration of the applicable statute of limitations for enforcement of prevailing wage laws on the project.

The parties hereto have caused this MOU to be executed by their duly authorized representative.

LADWP
A municipal corporation,
organized and existing under the laws
of the State of California

Los Angeles Unified School District
A political subdivision of the
State of California

By signing below, the signatories attest
that they have no personal, financial,
beneficial, or familial interest in this contract.

By: _____
Authorized Representative

By: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

c: File
Labor Compliance Department (via lcp@lausd.net)

Exhibit E

ATTACHMENT A

Notice of Labor Compliance Program Approval

Reference to Exhibit E, Section 2.4

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

96 DEC 23 PM 12:56
AFFIRMATION
PROGRAMS SECT.

Exhibit E

ATTACHMENT B

Bid Language for LAUSD Labor Compliance Enforcement

Reference to Exhibit E, Section 2.4

LABOR COMPLIANCE MOU AGREEMENT
BID LANGUAGE for LAUSD LABOR COMPLIANCE ENFORCEMENT

Invitation to Bid Language:

Public Works 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.

Pursuant to Labor Code Section 1771.7, this Project will be subject to the Los Angeles Unified School District (LAUSD) approved Labor Compliance Program (Final Approval, December 27, 1996). For questions or assistance concerning the LAUSD Labor Compliance Program, contact the Labor Compliance Office at (213) 241-4665 or lcp@lausd.net, or visit www.laschools.org/lcp. 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. Copies of the prevailing rates of per diem wages are available to any interested party at www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr.

The successful bidder will be required to pay prevailing wages in accordance with law and is required to have the following State of California Contractor license current at the time of bid submission:

Instructions to Bidders – Certification Language Part 2:

Prevailing Wages

Bidder will be required to comply with, but not limited to, the provisions of the Certification Requirements in its entirety.

Certification Requirements Section 00 4500:

1.04 PREVAILING WAGES

- 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. Copies of the prevailing rate of per diem wages are on file in the following Los Angeles Unified School District (LAUSD) Labor Compliance Program Office 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 |

- C. Information on the prevailing rate of per diem wages and the LAUSD Labor Compliance Program is available at the following link:

<http://www.laschools.org/lcp>

- D. 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 Program in the method provided by the LAUSD Web-based Certified Payroll Reporting System.
- E. 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.

Exhibit E

ATTACHMENT C

General Conditions for LAUSD Labor Compliance Enforcement

Reference to Exhibit E, Section 2.4

LABOR COMPLIANCE MOU AGREEMENT GENERAL CONDITIONS for LAUSD LABOR COMPLIANCE ENFORCEMENT

6.49 Prevailing Wages:

6.49.1 Labor Compliance Program

6.49.1.1 CONTRACTOR 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 will be responsible for all failures by all Subcontractors to comply with LAUSD’s LCP requirements. CONTRACTOR, 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.

6.49.1.2 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.

6.49.1.3 CONTRACTOR 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 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 and each Subcontractor must take the online Labor Compliance Recertification class within one (1) year after taking the Labor Compliance Certification Training class.

6.49.2 Prevailing Wages

6.49.2.1 This Project is a public work, 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.

6.49.2.2 Payment of Prevailing Wages

In accordance with Labor Code sections 1720, 1771, 1771.5, 1774, and 1815 and Title 8 CCR section 16433, LAUSD requires the payment of prevailing wages for all publicly-funded projects over twenty-five thousand (\$25,000) dollars when the project is for construction or installation work, and for all projects over fifteen

thousand (\$15,000) dollars when the project is for alteration, demolition, repair, warranty or maintenance work.

6.49.2.3 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.

6.49.2.4 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/ |

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

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

6.49.2.5.2 Notice of LAUSD LCP approval sufficient to satisfy Title 8 CCR sections 16429 and 16451(d).

6.49.2.5.2 Notice of Project Subject to Monitoring by LAUSD LCP (Attachment A-1)

6.49.2.6 CONTRACTOR and all Subcontractors must provide itemized wage statements to their employees in accordance with Labor Code section 226.

6.49.2.7 CONTRACTOR represents and warrants that the Contract Amount includes sufficient funds to allow CONTRACTOR and all Subcontractors to comply with all applicable laws and contractual agreements. CONTRACTOR 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 or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code section 2810. CONTRACTOR 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.

6.49.2.8 Failure to comply with the payment of prevailing wages shall result in a penalty to the District 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

or Subcontractor. This includes, but is not limited, to the failure to pay applicable shift differential rates.

6.49.2.9 The CONTRACTOR 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.

6.49.2.10 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.

6.49.3 Apprentices

6.49.3.1 CONTRACTOR and all Subcontractors shall comply with all requirements in Labor Code section 1777.5 and Title 8 CCR sections 200 et seq. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable crafts or trades. CONTRACTOR 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.

6.49.3.2 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 in accordance with Title 8 CCR section 230. CONTRACTOR 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.

6.49.4 Working Hours

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

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

6.49.4.1.2 Pursuant to Labor Code section 1811, the time of service of any worker employed at any time by CONTRACTOR 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.

6.49.4.1.3 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 holidays shall be paid pursuant to the Prevailing Wage Determination.

6.49.4.1.4 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.

6.49.4.1.5 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

6.49.4.1.6 The OWNER's Labor Compliance Department audit and investigation uses the working hours contained in Articles 6.49.4.1.4 and 6.49.4.1.5 and determines violations and penalties accordingly, unless evidence is found to the contrary, such as in the Supplementary Conditions, or is prescribed by law.

6.49.4.1.7 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.

6.49.4.2 Failure to comply with the payment of overtime wages shall result in a penalty to the District 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.

6.49.5 Certified Payroll Reporting Forms and Payroll Records

6.49.5.1 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 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.

6.49.5.2 CONTRACTOR 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.

6.49.5.3 CONTRACTOR 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.

6.49.5.4 CONTRACTOR 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.

6.49.5.5 Failure to submit Payroll Records within ten (10) days of such due date shall result in a penalty to District pursuant to Labor Code section 1776 and applicable regulations, until strict compliance is effectuated.

6.49.6 Withholding of Contract Payments

6.49.6.1 LAUSD will assess and OWNER will withhold payment from CONTRACTOR 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.

6.49.6.2 Notwithstanding any other provision in these General Conditions, OWNER shall withhold payment from any portion of the Contract Amount then or thereafter due the CONTRACTOR for violation by CONTRACTOR or any Subcontractor of the requirements of Article 6.49 or any of its subsections. Without limitation to the foregoing, payment shall not be made to the CONTRACTOR when certified payroll records by CONTRACTOR or any of its Subcontractors are delinquent or inadequate in accordance with Title 8 CCR 16435.

6.49.7 Incorporation by Reference

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.

Attachment A-1 (Under Section 6.49.2.5)

This public works project is subject to the monitoring and investigative activities by the Labor Compliance Department of the Los Angeles Unified School District (LAUSD LCD). This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons have access to the job site to enable the LAUSD LCD to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained at the project site by the contractor. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the LAUSD LCD at:

Los Angeles Unified School District
Labor Compliance Department
333 S. Beaudry Ave. 21st Floor
Los Angeles, CA 90017
Tel: (213) 241-4645
Email: lcp@lausd.net

Complaints should be filed in writing immediately upon discovery of any violations of prevailing wage laws due to the short period of time following the completion of the project that the LAUSD LCD may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not for all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any Division of Labor Standards Enforcement (DLSE) office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html