

Re: LAUSD PSA Sections 2.1 and 2.5
Scope of the PSA.

In the preamble to the Project Stabilization Agreement ("PSA"), a contractor is described as including the following:

"The term 'Contractor' as used in this Agreement includes any contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to subcontractors of whatever tier utilized by such contractors for Project Work. The term 'Contractor' includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent contractor has entered into a contract with the District with respect to Project Work, or with another contractor as a subcontractor for Project Work."

The PSA applies to all contractors and subcontractors while performing work on covered projects. Sections 2.1 and 2.5 of the PSA further stress this point.

Section 2.1 of the PSA states:

"This Agreement shall apply and is limited to all new construction, rehabilitation and capital improvement work as described in Section 2.2 of this Article, performed by those contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for new construction or major rehabilitation."


The above quoted section defines which projects fall under the PSA, and its applicability to all contractors and subcontractors working on these projects.

Section 2.5, subparts (a) and (b), of the PSA, covering the awarding of contracts, elaborates this PSA coverage for contractors and subcontractors working on these projects:

"(a) The District and/or the contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any union parties, provided only that such contractor is willing, ready and able to execute and comply with this Project Stabilization Agreement should such contractor be awarded work covered by this Agreement.

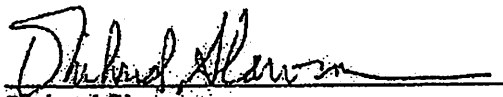
(b) It is agreed that all contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound by the terms and conditions of this Project Stabilization Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No contractor or subcontractor shall commence Project Work without having first provided a copy of the Agreement or Letter of Assent as executed by it to the Project Labor Coordinator and to the Council 48 hours before the commencement of Project Work, or within 48 hours after the award of Project Work to that contractor (or subcontractor), which occurs later."

The PSA applies to all contractors and subcontractors who perform Project Work pursuant to contracts awarded by the District, including, but not limited to Education Code section 17406 contracts procured through alternate delivery methods.



Guy Mehula
Chief Facilities Executive
LOS ANGELES UNIFIED SCHOOL DISTRICT

1 OCT 2008
Date



Richard Slawson
Executive Secretary
LOS ANGELES/ORANGE COUNTIES BUILDING
AND CONSTRUCTION TRADES COUNCIL

October 1, 2008
Date