

AMENDED IN ASSEMBLY APRIL 30, 2015

AMENDED IN ASSEMBLY MARCH 26, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

## **ASSEMBLY BILL**

**No. 1431**

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**Introduced by Assembly Member Gomez**

February 27, 2015

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An act to add and repeal Article 60.4 (commencing with Section 20919.20) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code, relating to local public contracting.

### LEGISLATIVE COUNSEL'S DIGEST

AB 1431, as amended, Gomez. Local Agency Public Construction Act: job order contracting.

Existing law, the Local Agency Public Construction Act, authorizes job order contracting, as provided, by the Los Angeles Unified School District (LAUSD), until December ~~1~~, 31, 2020.

This bill would authorize job order contracting in a similar manner for school districts other than LAUSD until January 1, 2022. The bill would restrict job order contracting pursuant to the bill to school districts that have entered into a project labor agreement or agreements, as defined, that will apply to all public works in excess of \$25,000 undertaken by the school district through at least December 31, 2021, regardless of what contracting procedure is used to award that work. The bill would require job order contractors to submit a questionnaire to the school district containing specified information verified under oath. By expanding the crime of perjury, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.

State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. Article 60.4 (commencing with Section 20919.20)  
2     is added to Chapter 1 of Part 3 of Division 2 of the Public Contract  
3     Code, to read:

4  
5     Article 60.4. Job Order Contracting for School Districts

6  
7     20919.20. The Legislature finds and declares all of the  
8     following:

9     (a) It is the intent of the Legislature, in enacting this article, to  
10    demonstrate an alternative and optional procedure for bidding of  
11    public works projects that is applicable only to school districts  
12    other than the Los Angeles Unified School District. The Legislature  
13    has previously authorized the use of this alternative and optional  
14    procedure in Article 60.3 (commencing with Section 20219) only  
15    for the Los Angeles Unified School District, which is using the  
16    procedure in conjunction with its project stabilization agreement.

17    (b) Districts should be able to utilize cost-effective options for  
18    the delivery of public works projects, in accordance with the  
19    national trend, which include authorizations in California, to allow  
20    public entities to utilize job order contracts as a project delivery  
21    method.

22    (c) The benefits of a job order contract project delivery system  
23    include accelerated completion of the projects, cost savings, and  
24    reduction of construction contracting complexity for the unified  
25    school district.

26    (d) The job order contracting approach should be used for the  
27    purposes of reducing project cost and expediting project  
28    completion.

29    (e) The Legislature is uncertain of the benefits and advantages  
30    of job order contracting for California school districts and therefore

1 looks forward to the reports required by Section 20919.32 in order  
2 to fully and competently assess any further exemptions to the  
3 school contracting process.

4 (f) The availability of job order contracting as a project delivery  
5 method will not preclude the use of traditional methods of project  
6 delivery if a traditional method results in higher cost savings.

7 (g) It is the intent of the Legislature that job order contracts be  
8 competitively bid and awarded to the bidder providing the most  
9 qualified responsive bid. It is further the intent of the Legislature  
10 that school districts use the job order contract process pursuant to  
11 this article only if the school district has entered into a project  
12 labor agreement that meets the requirements of Section 2500 for  
13 all its public works projects.

14 20919.21. As used in this chapter:

15 (a) “Adjustment factor” means the job order contractor’s  
16 competitively bid adjustment to the school district’s prices as  
17 published in the catalog of construction tasks.

18 (b) “Catalog of construction tasks” means a book containing  
19 specific construction tasks and the unit prices to install or demolish  
20 that construction. The listed tasks shall be based on generally  
21 accepted industry standards and information, where available, for  
22 various items of work to be performed by the job order contractor.  
23 The prices shall include the cost of materials, labor, and equipment  
24 for performing the items of work. The prices shall not include  
25 overhead and profit. All unit prices shall be developed using local  
26 prevailing wages.

27 (c) “Indefinite quantity” means one or more of the construction  
28 tasks listed in the catalog of construction tasks.

29 (d) “Job order” means a firm, fixed priced, lump-sum order  
30 issued by the school district to a job order contractor for a definite  
31 project scope of work as compiled from the catalog of construction  
32 tasks to be performed pursuant to a job order contract. No single  
33 job order may exceed one million dollars (\$1,000,000) in value.

34 (e) “Job order contract” means a contract, awarded to the most  
35 qualified bidder as described in paragraph (1) of subdivision (b)  
36 of Section 20919.24, between the school district and a licensed,  
37 bonded, and general liability insured contractor in which the  
38 contractor agrees to a fixed period, fixed unit price, and indefinite  
39 quantity contract that provides for the use of job orders for public  
40 works or maintenance projects.

(f) “Job order contract technical specifications” means a book, published by the school district, detailing the technical specifications with regard to quality of materials and workmanship to be used by the job order contractor in accomplishing the tasks listed in the catalog of construction tasks.

(g) “Job order contractor” means a licensed, bonded, and general liability insured contractor awarded a job order contract.

(h) “Offer to perform work” means the job order contractor’s proposal for a specific job order.

(i) “Plans and specifications” means the catalog of construction tasks and the job order contract technical specifications. The scope of work to be performed with a job order contract is potentially, but not necessarily, all the tasks published in the catalog of construction tasks.

(j) “Project” means the specific requirements and work to be accomplished by the job order contractor in connection with an individual job order.

(k) “Project labor agreement” means an agreement that meets the requirements of Section 2500.

(l) “Project scope of work” means the document and related drawings, specifications, and writings referenced therein which together set forth the specific requirements and work to be accomplished by the job order contractor in connection with an individual job order.

(m) “Proposal” means the job order contractor prepared document quoting those construction tasks listed in the catalog of construction tasks that the job order contractor requires to complete the project scope of work, together with the appropriate quantities of each task. The pricing of each task shall be accomplished by multiplying the construction task unit price by the proposed quantity and the contractor’s competitively bid adjustment factor. The proposal shall also contain a schedule for the completion of a specific project scope of work as requested by the school district. The proposal may also contain approved drawings, work schedule, permits, or other documentation as the school district may require for a specific job order.

(n) “Public works” has the same meaning as in Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

1 (o) “Public works project” has the same meaning as “public  
2 project,” as defined in Section 22002.

3 (p) “Subcontractor” means any person, firm, or corporation,  
4 other than the employees of the job order contractor, who is bonded  
5 and general liability insured and who contracts to furnish labor,  
6 or labor and materials, at the worksite or in connection with a job  
7 order, whether directly or indirectly on behalf of the job order  
8 contractor.

9 (q) “School district” means any school district other than the  
10 Los Angeles Unified School District.

11 20919.22. Nothing in this article or in this code shall prohibit  
12 the school district from utilizing job order contracting, as an  
13 alternative to any contracting procedures that the school district  
14 is otherwise authorized or required by law to use.

15 20919.23. (a) The school district may utilize job order  
16 contracting pursuant to this article only if the school district has  
17 entered into a project labor agreement or agreements that will apply  
18 to all public works in excess of twenty-five thousand dollars  
19 (\$25,000) undertaken by the school district through at least  
20 December 31, 2021, regardless of what contracting procedure is  
21 used to award that work.

22 (b) The school district shall prepare an execution plan for all  
23 modernization projects that may be eligible for job order  
24 contracting pursuant to this article. The school district shall select  
25 from that plan a sufficient number of projects to be initiated as job  
26 order contracts during each calendar year and shall determine for  
27 each selected project that job order contracting will reduce the  
28 total cost of that project. Job order contracting shall not be used if  
29 the school district finds that it will increase the total cost of the  
30 project.

31 20919.24. Bidding for job order contracts shall progress as  
32 follows:

33 (a) (1) The school district shall prepare a set of documents for  
34 each job order contract. The documents shall include a catalog of  
35 construction tasks and preestablished unit prices, job order contract  
36 technical specifications, and any other information deemed  
37 necessary to describe adequately the school district’s needs.

38 (2) Any architect, engineer, or consultant retained by the school  
39 district to assist in the development of the job order contract

1 documents shall not be eligible to participate in the preparation of  
2 a bid with any job order contractor.

3 (b) Based on the documents prepared under subdivision (a), the  
4 school district shall prepare a request for bid that invites  
5 prequalified job order contractors to submit competitive sealed  
6 bids in the manner prescribed by the school district.

7 (1) (A) The prequalified job order contractors, as determined  
8 by the school district, shall bid one or more adjustment factors to  
9 the unit prices listed in the catalog of construction tasks based on  
10 the job order contract technical specifications. Awards shall be  
11 made to the prequalified bidder that the school district determines  
12 to be the most qualified based upon preestablished criteria made  
13 by the school district. The prequalified bidder must be in  
14 compliance with the school district's project labor agreement.

15 (B) Compliance shall constitute no more than three major  
16 violations on any school district projects within the last three years.  
17 If a contractor has more than three violations within a three-year  
18 period of time, the school district shall seek administrative review  
19 of the violations. Violations will include, but are not limited to,  
20 the following:

21 (i) Failure to register core workers with the appropriate building  
22 trade union.

23 (ii) Failure to assign apprentices in accordance with Section  
24 1777.5 of the Labor Code.

25 (iii) Failure to comply with subdivision (c) of Section 20919.25.

26 (iv) Incorrect assignment of work in accordance with the school  
27 district's project labor agreement.

28 (2) The school district may award multiple job order contracts.  
29 Each job order contract shall be awarded to the most qualified  
30 prequalified bidder described in paragraph (1).

31 (3) The request for bids may encourage the participation of local  
32 construction firms and the use of local subcontractors.

33 (c) (1) The school district shall establish a procedure to  
34 prequalify job order contractors using a standard questionnaire  
35 that includes, at a minimum, the issues covered by the standardized  
36 questionnaire and model guidelines for rating bidders developed  
37 by the Department of Industrial Relations pursuant to subdivision  
38 (a) of Section 20101. This questionnaire shall require information  
39 including, but not limited to, all of the following:

1 (A) If the job order contractor is a partnership, limited  
2 partnership, or other association, a listing of all of the partners or  
3 association members known at the time of bid submission who  
4 will participate in the job order contract.

5 (B) Evidence that the members of the job order contractor have  
6 the capacity to complete projects of similar size, scope, or  
7 complexity, and that proposed key personnel have sufficient  
8 experience and training to competently manage the construction  
9 of the project, as well as a financial statement that assures the  
10 school district that the job order contractor has the capacity to  
11 complete the project.

12 (C) The licenses, registration, and credentials required to  
13 perform construction, including, but not limited to, information  
14 on the revocation or suspension of any license, credential, or  
15 registration.

16 (D) Evidence that establishes that the job order contractor has  
17 the capacity to obtain all required payment and performance  
18 bonding and liability insurance.

19 (E) Information concerning workers' compensation experience  
20 history, worker safety programs, and apprenticeship programs.

21 (i) An acceptable safety record as determined by the school  
22 district. In its determination, the school district shall consider, but  
23 is not required to find, a contractor's safety record as acceptable  
24 if its experience modification rate for the most recent three-year  
25 period is an average of 1.00 or less, and its average total recordable  
26 injury/illness rate and average lost work rate for the most recent  
27 three-year period do not exceed the applicable statistical standards  
28 for its business category or if the contractor is a party to an  
29 alternative dispute resolution system as provided for in Section  
30 3201.5 of the Labor Code.

31 (ii) Skilled labor force availability as determined by the  
32 existence of an agreement with a registered apprenticeship program,  
33 approved by the California Apprenticeship Council, that has  
34 graduated apprentices in each of the preceding five years. This  
35 graduation training for any craft that was first deemed by the  
36 Department of Labor and the Department of Industrial Relations  
37 to be an apprenticeable craft within the five years prior to the  
38 effective date of this article.

39 (F) A full disclosure regarding all of the following that are  
40 applicable:

1 (i) Any serious or willful violation of Part 1 (commencing with  
2 Section 6300) of Division 5 of the Labor Code or the federal  
3 Occupational Safety and Health Act of 1970 (Public Law 91-596),  
4 settled against any member of the job order contractor.

5 (ii) Any debarment, disqualification, or removal from a federal,  
6 state, or local government public works project.

7 (iii) Any instance where the job order contractor, or its owners,  
8 officers, or managing employees submitted a bid on a public works  
9 project and were found to be nonresponsive, or were found by an  
10 awarding body not to be a responsible bidder.

11 (iv) Any instance where the job order contractor, or its owners,  
12 officers, or managing employees defaulted on a construction  
13 contract.

14 (v) Any violations of the Contractors' State License Law  
15 (Chapter 9 (commencing with Section 7000) of Division 3 of the  
16 Business and Professions Code), excluding alleged violations of  
17 federal or state law regarding the payment of wages, benefits,  
18 apprenticeship requirements, or personal income tax withholding,  
19 or of Federal Insurance Contribution Act (FICA) withholding  
20 requirements settled against any member of the job order  
21 contractor.

22 (vi) Any bankruptcy or receivership of any member of the job  
23 order contractor, including, but not limited to, information  
24 concerning any work completed by a surety.

25 (vii) Any settled adverse claims, disputes, or lawsuits between  
26 the owner of a public works project and any member of the job  
27 order contractor during the five years preceding submission of a  
28 bid under this article, in which the claim, settlement, or judgment  
29 exceeds fifty thousand dollars (\$50,000). Information shall also  
30 be provided concerning any work completed by a surety during  
31 this period.

32 (G) In the case of a partnership or any association that is not a  
33 legal entity, a copy of the agreement creating the partnership or  
34 association and specifying that all partners or association members  
35 agree to be fully liable for the performance under the job order  
36 contract.

37 (2) The information required under this subdivision shall be  
38 verified under oath by the entity and its members in the manner  
39 in which civil pleadings in civil actions are verified. Information  
40 that is not a public record under the California Public Records Act



1 (Chapter 3.5 (commencing with Section 6250) of Division 7 of  
2 Title 1 of the Government Code) shall not be open to public  
3 inspection.

4 20919.25. (a) The maximum total dollar amount that may be  
5 awarded under a single job order contract shall not exceed five  
6 million dollars (\$5,000,000) in the first term of the job order  
7 contract and, if extended or renewed, ten million dollars  
8 (\$10,000,000) over the maximum two terms of the job order  
9 contract adjusted annually to reflect the percentage change in the  
10 California Consumer Price Index.

11 (b) Job order contracts may be executed for an initial contract  
12 term of no more than 12 months, with the option of extending or  
13 renewing the job order contract for two 12-month periods. The  
14 term of the job order contract shall be for the contract term or  
15 whenever the maximum value of the contract is achieved,  
16 whichever is less. All extensions or renewals shall be priced as  
17 provided in the request for bids. The extension or renewal shall  
18 be mutually agreed to by the school district and the job order  
19 contractor.

20 (c) The school district may issue job orders to the job order  
21 contractor that has been awarded the job order contract. The job  
22 order issued to the job order contractor shall not commence for  
23 seven days from the time the job order was issued and the job order  
24 contractor shall provide a minimum of seven days notice for the  
25 addition of any subcontractor or substitution of any subcontractor  
26 as described in subdivision (e) of Section 20919.26. The job order  
27 shall be based on a project scope of work prepared by the school  
28 district as well as a proposal from the job order contractor who is  
29 awarded the job order contract. No single job order may exceed  
30 one million dollars (\$1,000,000).

31 (d) It is unlawful to split or separate into smaller job orders any  
32 project for the purpose of evading the cost limitation provisions  
33 of this chapter.

34 (e) All work performed under the job order contract shall be  
35 covered by a project-stabilization labor agreement.

36 (f) Any change or alteration to a job order shall be in compliance  
37 with Section 20118.4.

38 20919.26. (a) All work bid under the job order shall comply  
39 with Chapter 4 (commencing with Section 4100) of Part 1 and is

1 subject to all of the penalties and provisions set forth in that  
2 chapter.

3 (b) For purposes of this article, if the primary job order  
4 contractor chooses to use subcontractors, the primary job order  
5 contractor is required to verify that the subcontractors possess the  
6 appropriate licenses and credentials required to perform  
7 construction.

8 (c) Notwithstanding subdivision (a), the primary job order  
9 contractor may use subcontractors that are not listed at the time  
10 the job order is issued if the work to be performed under that job  
11 order is less than ten thousand dollars (\$10,000).

12 (d) If the primary job order contractor chooses to use a  
13 subcontractor that is not listed at the time of bid to perform work  
14 on a job order, both of the following apply:

15 (1) The primary job order contractor shall provide public notice  
16 of the availability of work to be subcontracted by trade. The public  
17 notice shall include the scope of work; the project location; the  
18 name, address, and the telephone number of the primary job order  
19 contractor; and the closing date, time, and location for sealed bids  
20 to be submitted.

21 (2) The primary job order contractor shall take sealed bids from  
22 the subcontractors solicited for the proposal. These bids shall be  
23 publicly opened at a prescribed time and place by the primary job  
24 order contractor. After the bids are opened, the job order contractor  
25 shall notify the school district which subcontractor was selected.

26 (3) The notification shall include every subcontractor for all  
27 tiers and must establish the authorized subcontractor list for the  
28 job order. Work shall not commence prior to seven days notice of  
29 the established subcontractor list and the subsequent addition of  
30 any subcontractor to the job order.

31 (4) The notification shall identify the scope of the work to be  
32 performed by each subcontractor to the job order, broken down  
33 by craft. If a subcontractor performs multiple crafts, the job order  
34 contractor shall identify the work of each craft to be performed.

35 (e) If the primary job order contractor chooses to make a  
36 substitution to the subcontractor list, the primary job order  
37 contractor shall provide a minimum of seven days' notice to the  
38 school district along with justification as to the need for the  
39 substitution. The school district may request a hearing to evaluate

1 the substitution request, which shall be in accordance with Chapter  
2 4 (commencing with Section 4100) of Part 1.

3 (f) If the school district determines that there has been a violation  
4 of Chapter 4 (commencing with Section 4100) of Part 1, including  
5 bid shopping by the primary job order contractor, the school district  
6 may terminate the job order or the contractor may lose  
7 authorization to proceed with awarded work subject to the school  
8 district's administrative due process review, if such review is  
9 established pursuant to the school district's project labor agreement.  
10 If the school district determines that a job order contractor has  
11 violated any provision set forth in Chapter 4 (commencing with  
12 Section 4100) of Part 1, the school district may declare the  
13 contractor ineligible for future job orders and may result in a loss  
14 of prequalification status for a period of time to be determined by  
15 the school district.

16 20919.27. (a) A job order contract shall set forth in the general  
17 conditions of the job order contract the party or parties responsible  
18 for seeing that the provisions of Article 2 (commencing with  
19 Section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor  
20 Code are complied with.

21 (b) For purposes of job order contracting, prevailing wages  
22 when required to be paid shall apply to all work ordered under the  
23 job order contract regardless of thresholds set forth in Section  
24 1771.5 of the Labor Code.

25 (c) The job order contractor shall pay the prevailing wage in  
26 effect at the time the job order is issued by the school district and  
27 all increases as published by the Department of Industrial Relations  
28 for the term of the job order contract, including all overtime,  
29 holiday, and shift provisions published by the Department of  
30 Industrial Relations.

31 (d) The school district shall designate one individual ~~within its~~  
32 ~~labor compliance office~~ to act as a monitor to inspect job sites for  
33 labor compliance violations at the request of the designated labor  
34 representative in its project labor agreement.

35 20919.28. A willful violation of Section 20919.26 occurs when  
36 the job order contractor or subcontractor knew or reasonably should  
37 have known of his or her obligations under the public works law  
38 and deliberately fails or refuses to comply with its provisions. The  
39 school district using job order contracting shall publish and  
40 distribute to the Labor Commissioner a list of all job order

1 contractors or subcontractors who violate this provision and the  
2 school district shall not award a job order contract or any future  
3 job orders under an existing job order contract to any contractor  
4 or subcontractor who violates this provision during the effective  
5 period of debarment of the contractor or subcontractor.

6 20919.29. For purposes of employment of apprentices on job  
7 order contracts, when the individual job order involves more than  
8 thirty thousand dollars (\$30,000) or 20 working days, all general  
9 contractors or subcontractors shall at all times be in compliance  
10 with Section 1777.5 of the Labor Code and shall comply with the  
11 following:

12 (a) Prior to commencing work on an individual job order, every  
13 contractor shall submit job order award information to an  
14 applicable apprenticeship program that can supply apprentices to  
15 the site of the job order. The information submitted shall include  
16 an estimate of the journeyman hours to be performed under the  
17 contract, the number of apprenticeships proposed to be employed,  
18 and the approximate dates the apprentices would be employed. A  
19 copy of this information shall also be submitted to the awarding  
20 agency if requested by the awarding agency.

21 (b) The ratio of work performed by apprentices to journeymen  
22 employed in a particular craft or trade on the job order may be no  
23 higher than the ratio stipulated in the apprenticeship standard under  
24 which the apprenticeship program operates where the job order  
25 contractor agrees to be bound by those standards but, except as  
26 otherwise provided in Section 1777.5 of the Labor Code, in no  
27 case shall the ratio be less than one hour of apprenticeship work  
28 for every five hours of journeyman work.

29 (c) Every apprentice employed under the job order contract shall  
30 be paid the prevailing rate of per diem wages for apprentices in  
31 the trade to which he or she is registered and shall be employed  
32 only at the work of the craft or trade to which he or she is  
33 registered.

34 (d) Every apprentice employed under the job order contract  
35 shall be hired from the local joint labor management apprenticeship  
36 committee that has jurisdiction in the geographic area of the  
37 project.

38 20919.30. A job order contractor or subcontractor that  
39 knowingly violates the provisions involving employment of  
40 apprentices shall forfeit as a civil penalty an amount not exceeding

1 one hundred dollars (\$100) for each full calendar day of  
2 noncompliance. The amount of this penalty shall be based on  
3 consideration of whether the violation was a good faith mistake  
4 due to inadvertence. A contractor or subcontractor that knowingly  
5 commits a second or subsequent violation of the provisions  
6 involving employment of apprentices within a three-year period  
7 where the noncompliance results in apprenticeship training not  
8 being provided as required, shall forfeit as a civil penalty a sum  
9 of not more than three hundred dollars (\$300) for each full calendar  
10 day of noncompliance and shall not be awarded any further job  
11 orders under the job order contract and shall be precluded for a  
12 period of one year from bidding on any future job order contracts.

13 20919.31. In order to prevent fraud, waste, and abuse, the  
14 school district adopting job order contracting shall do all of the  
15 following:

16 (a) Prepare for each individual job order developed under a job  
17 order contract an independent school district estimate. The estimate  
18 will be prepared prior to the receipt of the contractor's offer to  
19 perform work and will be compared to the contractor's proposed  
20 price to determine the reasonableness of that price before issuance  
21 of any job order. The basis for any adjustments to the school district  
22 estimate is to be documented. In the event that the contractor's  
23 proposal for a given job order is found to be unreasonable, not cost  
24 effective, or undesirable, the school district is under no obligation  
25 to issue the job order to the job order contractor, and may instead  
26 utilize any other available procurement procedures.

27 (b) The school district shall not issue a job order until the job  
28 order has been reviewed and approved by at least two levels of  
29 management.

30 (c) Once a job order has been issued, all documents pertaining  
31 to preparation and approval of the job order, including the  
32 independent school district estimate, shall be available for public  
33 review.

34 20919.32. If the school district adopts the job order contracting  
35 process, the school district shall submit to the Office of Public  
36 School Construction in the Department of General Services, the  
37 Senate Committee on Business, Professions and Economic  
38 Development and Assembly Committee on Business, Professions  
39 and Consumer Protection, the Senate and Assembly Committees  
40 on Education, and the Joint Legislative Budget Committee before

1 December 31, 2019, a report containing a description of each job  
2 order contract procured, and the work under each contract  
3 completed on or before June 30, 2019. The report shall be prepared  
4 by an independent third party and the school district shall pay for  
5 the cost of the report. The report shall include, but not be limited  
6 to, all of the following information:

7 (a) A listing of all projects completed under each job order  
8 contract.

9 (b) The job order contractor that was awarded each contract.

10 (c) The estimated and actual project costs.

11 (d) The estimated procurement time savings.

12 (e) A description of any written protests concerning any aspect  
13 of the solicitation, bid, proposal, or award of the job order contract,  
14 including, but not limited to, the resolution of the protests.

15 (f) An assessment of the prequalification process and criteria.

16 (g) A description of the labor force compliance program required  
17 under Section 20919.24, and an assessment of the impact on a  
18 project where compliance with that program is required.

19 (h) Recommendations regarding the most appropriate uses for  
20 the job order contract process.

21 20919.33. If, after 30 days from receipt of the invoice, a  
22 contract has not been paid, the contractor shall contact the  
23 designated school district employee to resolve payment. If the  
24 contact with the school district's designee does not provide full  
25 payment within three business days, the contractor may request a  
26 special convening of the payment resolution committee.

27 (a) The payment resolution committee shall be composed of a  
28 representative of the contractor, a representative from labor, a  
29 representative designated by the director of facilities within the  
30 school district, and a representative designated by the director of  
31 facilities support services within the school district.

32 (b) After convening, the committee shall make its  
33 recommendation of payment within three business days.

34 ~~20919.34. It is the intent of the Legislature that a moratorium~~  
35 ~~be placed on the enactment of any additional legislation authorizing~~  
36 ~~school districts to use job order contracting until the Legislature~~  
37 ~~has received the reports required by Sections 20919.12 and~~  
38 ~~20919.32.~~

1     ~~20919.35.~~

2     20919.34. This article shall remain in effect only until January  
3 1, 2022, and as of that date is repealed, unless a later enacted  
4 statute, that is enacted before January 1, 2022, deletes or extends  
5 that date.

6     SEC. 2. No reimbursement is required by this act pursuant to  
7 Section 6 of Article XIII B of the California Constitution because  
8 the only costs that may be incurred by a local agency or school  
9 district will be incurred because this act creates a new crime or  
10 infraction, eliminates a crime or infraction, or changes the penalty  
11 for a crime or infraction, within the meaning of Section 17556 of  
12 the Government Code, or changes the definition of a crime within  
13 the meaning of Section 6 of Article XIII B of the California  
14 Constitution.