



LABORERS PACIFIC SOUTHWEST REGIONAL ORGANIZING COALITION

June 01, 2016

City Clerk
City of Anaheim
200 South Anaheim Blvd.
Anaheim, CA 92805

RECEIVED
2016 JUN -2 PM 2:29
OFFICE OF CITY CLERK
CITY OF ANAHEIM

Re: Completed & work in progress for new construction, Maintenance or Work Orders year of 2015 & 2016
Contract #8593
GENERAL CONTRACTOR: Golden State Constructors, Inc. Lic# 867060

Dear: Linda N. Andal

This is a formal request for copies of documents on the above referenced project, pursuant to the California Public Records Act, Government Code Section 6250, et. Seq. We are requesting copies of:

- Copy of Original Bid Advertisement with Proof of Publication
- General Contractors Bonding Affidavit and/or Agreement, (Public Contract Code)
- Workers Compensation Certification (Labor Code Section 3700)
- Signed Contract between the General Contractor and the Awarding Agency (excluding specifications) if applicable
- Copies of Daily time sheets per section C. item 9. Method of payments (c) on page 12
- Certification of Laborer apprentices used (dispatch request) per section U item 2
- Division of Apprenticeship Standards form: i.e., DAS-140 & DAS 142
- Certified Payroll records for the above mentioned projects per section U item 3

SEE ATTACHMENTS

Government Code Section 6253 requires your response, within 10 days from receipt of this request to determine whether you have possession of the public records described in this letter and to promptly notify us of the date by which the records will be produced. We will pay for fees covering the direct costs of duplication or statutory fees, if applicable, as required by Government Code Section 6253.

If you have any questions, please do not hesitate to call.

Sincerely,


Richard Licerio

Cell:

Email:

LiUNA!

Feel the Power

ORIGINAL

AGR-8593

AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this 25th day of Nov, 2014, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,"

A
N
D

GOLDEN STATE CONSTRUCTORS, INC., a California corporation,
hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, ANAHEIM desires to obtain landscape, irrigation, construction, maintenance, repair, relocation, and immediate response services (collectively, the "Work") in connection with ANAHEIM's Public Works Operations from time to time on an as-needed basis as requested by ANAHEIM; and

WHEREAS, ANAHEIM has issued a request for bids dated and to perform the Work ("Request for Bids"); and

WHEREAS, CONTRACTOR submitted a Proposal dated ("Proposal"), which is incorporated herein by this reference, to perform the Work, the terms and conditions of which are governed by the terms of the Request for Bid and are acceptable to ANAHEIM; and

WHEREAS, the public interest, economy and general welfare will be served by this Master Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

///

///

identification of equipment and materials utilization and materials used. Each monthly invoice shall be supported with sufficient detail to allow ANAHEIM to evaluate the invoiced costs, including hours for each classification, with approved time sheets and applicable rates, invoiced costs from suppliers and subcontractors, and equipment rental charges.

c. For Crew Hour Rate Work, CONTRACTOR shall submit a copy of the time sheets daily, for approval and retention by the ANAHEIM Representative listing: crew composition, hours worked straight time and overtime, and additional equipment not covered by the crew hour rate (if applicable). Each monthly invoice shall be supported with sufficient detail data to allow ANAHEIM to evaluate the invoiced costs, including crew hours for each crew composition, with approved time sheets and applicable rates, invoiced costs from suppliers and subcontractors, and equipment rental charges. CONTRACTOR shall submit a separate invoice for each ANAHEIM Work Order Package or immediate response request.

d. For Lump sum or Unit Price Work, CONTRACTOR shall submit invoices in accordance with the progress payment schedule outlined in the applicable Work Order Package, Request, or as approved by the ANAHEIM Representative in accordance with the Work completion schedule.

e. As part of CONTRACTOR's application for payment CONTRACTOR shall (1) certify that the portion of the Work for which compensation is claimed has been completed in accordance with the terms and conditions and specifications of this Master Agreement, (2) state CONTRACTOR's estimate of the percentage of construction completed to date and the actual construction costs incurred to date, (3) state that the amount claimed has not been the subject of a prior application for payment, and (4) provide an estimate of the time required for completion of the Work. Each application for payment shall be accompanied by an executed Estoppel Certificate in the form set forth in Appendix A hereto. Each Estoppel Certificate shall identify the Work Order Package or Request to which it applies and shall be signed by an authorized officer of CONTRACTOR and must be attached to the application for payment.

regulations of the United States, the State of California and ANAHEIM as they now exist or may hereafter be amended.

CONTRACTOR shall allow representatives of ANAHEIM access to CONTRACTOR's employment records related to this Master Agreement during regular business hours to verify compliance with these provisions when so requested by ANAHEIM.

U. Labor Code

ANAHEIM and CONTRACTOR acknowledge that this Master Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any Work performed pursuant to this Master Agreement shall be considered as included in the price for all contract items of Work involved.

This Master Agreement is further subject to prevailing wage law, including, but not limited to, the following:

1. The CONTRACTOR shall pay the prevailing wage rates for all Work performed under the Master Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to ANAHEIM the amount of \$50.00 or any greater penalty as provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any Work done under the Master Agreement employed in the execution of the Work by CONTRACTOR or by any subcontractor under CONTRACTOR in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR.

2. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

3. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Master Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code Sections 1811 and 1815 for any work performed by his or her employees on any portion of the Work. The payroll records enumerated under this Subpart shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code Section 1776.

4. This Master Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows: CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to ANAHEIM an amount of \$25.00 or any