

APPROVED
DEC 12 2018

BOARD REPORT
DATE December 12, 2018

BOARD OF RECREATION
AND PARK COMMISSIONERS NO. 18-249
C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK RECREATION CENTER – POOL AND BATHHOUSE
REPLACEMENT PROJECT (PRJ1504P) (W.O #E1907715) – ACCEPTANCE
OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3555

AP Diaz _____ V. Israel _____
*R. Barajas CSD _____ S. Pifia-Cortez _____
H. Fujita _____ N. Williams _____

Harold D. Williams

General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATION:

Direct staff to withhold the amounts claimed in the following Stop Payment Notice against the Sub-Contractor, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld.

STOP PAYMENT NOTICE:

The Department of Recreation and Parks (RAP) is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Sections 8044 on the following contract:

Contract 3555 CD 1

Lincoln Park Recreation Center (PRJ1504P)
(W.O. # E1907715)

General Contractor: G2K Construction, Inc.
Sub-Contractor: Flores Steel Construction
Claimant: California Field Ironworkers
Trust Fund
Amount: \$29,276.53

Project Impact: none

FISCAL IMPACT STATEMENT

Acceptance of Stop Payment Notices has no impact on RAP's General Fund.

This Report was prepared by Harold Arrivillaga, Commission Executive Assistant I.

ATTACHMENT:

Stop Payment Notice



CALIFORNIA FIELD IRONWORKERS TRUST FUNDS

Pension Trust • Welfare Plan • Vacation Trust
Apprenticeship Training & Journeyman
Retraining Fund • Annuity Trust

October 10, 2018

Via Certified Mail-
Return Receipt Requested

City of Los Angeles Board & Recreation
221 N Figueroa Street Suite 350
Los Angeles, CA 90012

Re: Stop Payment Notice – California Field Ironworkers Trust Funds
Lincoln Park – G2K Construction Inc.

Dear Sir or Madam:

We are an administrator of the above Trust Funds. The trust funds provide employee benefits to field ironworker employees and their dependents.

Our records show that G2K Construction Inc. has subcontracted a portion of their jobs to Flores Steel Construction. Schroeder Iron Corporation is a signatory to an ironworker's collective bargaining agreement and has agreed to make benefit contributions to the trust funds for each hour paid and/or worked by the workers employed by them.

Enclosed is a stop payment notice pursuant to the California Civil Code on the above-referenced project. Please find enclosed a check in the amount of \$10.00. Please accept such payment and in accordance with California Civil Code section 9362, please provide notice within ten days after one of the following events: 1) the completion of the public works contract, whether by acceptance or cessation; or 2) the recording of a notice of cessation or completion. **Also, please send us a copy of the applicable labor and material payment bond.**

Thank you for your assistance in this matter.

Very truly yours,

CALIFORNIA FIELD IRONWORKERS TRUST FUNDS

By

Mark Ellis

Employer Accounts Collections Supervisor

Enclosure

STOP PAYMENT NOTICE
LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS
(Public or Private Work)
(Per California Civil Code Section 8044)

To: City of Los Angeles Board and Recreation Project: Lincoln Park
(Name of Owner, Public Body or Construction Fund Holder) (Name)
221 N. Figueroa Street, Suite 350 3501 Valley Blvd
(Address if directed to a bank or savings and loan assn. Use address of Branch) (Address)
Los Angeles, CA 90012 Los Angeles, CA 90032
(City, State and Zip) (City, State and Zip)

TAKE NOTICE THAT California Field Ironworkers Trust Funds
(Name of person or firm claiming the STOP NOTICE, Licensed contractor must use name under which contractors license)
 whose address is 131 No. El Molino Ave. Suite 330, Pasadena CA 91101

Has performed labor and furnished materials for a work of improvement described as follows:

Union Ironworker benefits due on this project as a result of Ironworker labor

The labor and materials furnished by claimant are of the following general kind: _____

Union journeyman and apprentice labor related to unpaid benefits for the period of April 2018 - May 2018

The labor and material were furnished to or for the following party: Flores Steel Construction
28765 Single Oak Dr. #175
Temecula, CA 92590

A subcontractor for G2K Construction Inc.

Total value of the whole amount of labor and material agreed to be furnished is: \$ Unknown

The value of the labor and materials furnished to date is: \$ 29,276.53

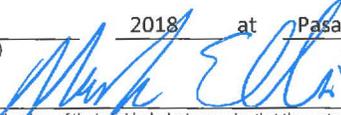
Claimant has been paid the sum of: \$ 0.00

And there is due, owing and unpaid the sum of:..... \$ 29,276.53

You are required to set aside sufficient funds to satisfy this claim with interest, court costs and reasonable costs of litigation, as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

FIRM NAME: California Field Ironworkers Trust Funds By: 
(Name of Stop Notice Claimant) (Owner of agent of Stop Notice claimant must sign here and verify below)

VERIFICATION

I, the undersigned, say: I am the Employer Accounts Collections Supervisor the claimant named
("President of," "Manager of," "A Partner of," "Agent of," etc.)
 in the foregoing Stop Notice: I have read said Stop Notice and know the contents thereof; the same is true of my own knowledge.
 I declare under penalty of perjury under the laws of the Sate of California that the foregoing is true and correct.
 Executed on 10 October 2018 at Pasadena, CA
(Date the document was signed) (Name of City and State where notice was signed)

(Personal signature of the individual who is swearing that the contents of Stop Notice are true)

REQUEST FOR NOTICE OF ELECTION
(Private works only)
(Per California Civil Code Sections 8522 or 8538)

If an election is made not to withhold funds pursuant to this stop notice by reason of a payment bond having been recorded in accordance with Section 8600, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope. This information must be provided by you under Civil Code Sections 8522 or 8538.
 Signed: _____
(Claimant must enclose self-addressed stamped envelope)

Audit Findings Project Summary Report by Funds

STANDARD REPORT

Employer Account Number: 13186
FLORES STEEL CONSTRUCTION
 28765 SINGLE OAK DR #175
 TEMECULA
 CA 92590

Audit Type: C
 Audit Date: 7/9/2018
 Audit Period: 5/31/2018 - 6/30/2018
 Work Month Period: 5/31/2018 - 6/30/2018

Project Number	Fund Description	Rate	Hours	Contribution Due
13186-1610				
GZK CONSTRUCTION INC				
28348 ROADSIDE DR #205				
AUGORA HILLS, CA 91301				
Project Name: LINCOLN PARK				
3501 VALLEY BLVD				
LOS ANGELES CA 90032				
	VACATION	\$ 4.2500	\$	1,551.25
	ANNUITY	\$ 2.2100	\$	806.65
	HEALTH & WELFARE	\$ 9.5500	\$	3,485.75
	PENSION	\$ 13.3200	\$	4,861.80
	APPRENTICESHIP	\$ 0.7200	\$	262.80
	ADMINISTRATIVE	\$ 0.0300	\$	10.95
	LMCT	\$ 0.3400	\$	124.10
	IERF	\$ 0.0000	\$	0.00
	WCTF	\$ 0.0350	\$	12.78
	IMPACT	\$ 0.0000	\$	0.00
Total By Month:		June 01, 2018	365.00	\$ 11,116.08
Total By Project Number:		13186-1610	365.00	\$ 11,116.08

Audit Findings Project Summary Report by Funds

STANDARD REPORT

Employer Account Number: 13186
 FLORES STEEL CONSTRUCTION
 28765 SINGLE OAK DR #175
 TEMECULA
 CA 92590

Audit Type: C
 Audit Date: 8/10/2018
 Audit Period: 7/1/2018 - 7/31/2018
 Work Month Period: 7/1/2018 - 7/31/2018

Project Number	Fund Description	Rate	Hours	Contribution Due
13186-1610				
GZK CONSTRUCTION INC				
28348 ROADSIDE DR #205				
AUGORA HILLS, CA 91301				
Project Name: LINCOLN PARK				
3501 VALLEY BLVD				
LOS ANGELES CA 90032				
	VACATION	\$ 4.5500	\$	982.80
	ANNUITY	\$ 2.9100	\$	628.56
	HEALTH & WELFARE	\$ 9.5500	\$	2,062.80
	PENSION	\$ 13.3200	\$	2,877.12
	APPRENTICESHIP	\$ 0.7200	\$	155.52
	ADMINISTRATIVE	\$ 0.0300	\$	6.48
	LMCT	\$ 0.3400	\$	73.44
	IERF	\$ 0.0000	\$	0.00
	WCTF	\$ 0.0350	\$	7.56
	IMPACT	\$ 0.0000	\$	0.00
Total By Month:		July 01, 2018	216.00 \$	6,794.28
Total By Project Number:		13186-1610	216.00 \$	6,794.28

Audit Findings Project Summary Report by Funds

STANDARD REPORT

Employer Account Number: 13186
FLORES STEEL CONSTRUCTION
 28765 SINGLE OAK DR #175
 TEMECULA
 CA 92590

Audit Type: C
 Audit Date: 9/4/2018
 Audit Period: 8/1/2018 - 8/31/2018
 Work Month Period: 8/1/2018 - 8/31/2018

Project Number	Fund Description	Rate	Hours	Contribution Due
13186-1610				
GZK CONSTRUCTION INC				
28348 ROADSIDE DR #205				
AUGORA HILLS, CA 91301				
Project Name: LINCOLN PARK				
3501 VALLEY BLVD				
LOS ANGELES CA 90032				
	VACATION	\$ 4.5500	\$	1,110.20
	ANNUITY	\$ 2.9100	\$	710.04
	HEALTH & WELFARE	\$ 9.5500	\$	2,330.20
	PENSION	\$ 13.3200	\$	3,250.08
	APPRENTICESHIP	\$ 0.7200	\$	175.68
	ADMINISTRATIVE	\$ 0.0300	\$	7.32
	LMCT	\$ 0.3400	\$	82.96
	IERF	\$ 0.0000	\$	0.00
	WCTF	\$ 0.0350	\$	8.54
	IMPACT	\$ 0.0000	\$	0.00
Total By Month:		August 01, 2018		
			244.00	\$ 7,675.02
Total By Project Number:		13186-1610	244.00	\$ 7,675.02

Audit Findings Project Summary Report by Funds
STANDARD REPORT

Employer Account Number: 13186a1
FLORES STEEL CONSTRUCTION
 28765 SINGLE OAK DR #175
 1ST PERIOD APPRENTICE
 TEMECULA
 CA 92590

Audit Type: C
 Audit Date: 9/4/2018
 Audit Period: 8/1/2018 - 8/31/2018
 Work Month Period: 8/1/2018 - 8/31/2018

Project Number	Fund Description	Rate	Hours	Contribution Due
13186-1610				
GZK CONSTRUCTION INC				
28348 ROADSIDE DR #205				
AUGORA HILLS, CA 91301				
Project Name: LINCOLN PARK				
3501 VALLEY BLVD				
LOS ANGELES CA 90032				
	VACATION	\$ 4.5500	\$	229.78
	ANNUITY	\$ 0.0000	\$	0.00
	HEALTH & WELFARE	\$ 5.5000	\$	277.75
	PENSION	\$ 0.0000	\$	0.00
	APPRENTICESHIP	\$ 0.7200	\$	36.36
	ADMINISTRATIVE	\$ 0.0000	\$	0.00
	LMCT	\$ 0.0000	\$	0.00
	IERF	\$ 0.0000	\$	0.00
	WCTF	\$ 0.0350	\$	1.77
	IMPACT	\$ 0.0000	\$	0.00
Total By Month:		August 01, 2018	50.50 \$	545.65
Total By Project Number:		13186-1610	50.50 \$	545.65

Audit Findings Project Summary Report by Funds
STANDARD REPORT

Employer Account Number: 13186
FLORES STEEL CONSTRUCTION
 28765 SINGLE OAK DR #175
 TEMECULA
 CA 92590

Audit Type: C
 Audit Date: 10/2/2018
 Audit Period: 9/1/2018 - 9/30/2018
 Work Month Period: 9/1/2018 - 9/30/2018

Project Number	Fund Description	Rate	Hours	Contribution Due
13186-1610				
GZK CONSTRUCTION INC				
28348 ROADSIDE DR #205				
AUGORA HILLS, CA 91301				
<hr/>				
Project Name: LINCOLN PARK				
3501 VALLEY BLVD				
LOS ANGELES CA 90032				
	VACATION	\$ 4.5500	\$	455.00
	ANNUITY	\$ 2.9100	\$	291.00
	HEALTH & WELFARE	\$ 9.5500	\$	955.00
	PENSION	\$ 13.3200	\$	1,332.00
	APPRENTICESHIP	\$ 0.7200	\$	72.00
	ADMINISTRATIVE	\$ 0.0300	\$	3.00
	LMCT	\$ 0.3400	\$	34.00
	IERF	\$ 0.0000	\$	0.00
	WCTF	\$ 0.0350	\$	3.50
	IMPACT	\$ 0.0000	\$	0.00
Total By Month: September 01, 2018			100.00	\$ 3,145.50
Total By Project Number: 13186-1610			100.00	\$ 3,145.50

IRONWORKER EMPLOYEES' BENEFIT CORPORATION

131 NORTH EL MOLINO AVE., SUITE 330 PASADENA, CA 91101

079523

DATE	INVOICE No.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
10/10/2018	20181010	10/18 Stop Notice Fee - Flores Steel			10.00
ck: 079523 10/23/2018 0004916 CITY OF LOS ANGELES				TOTAL	10.00

IRONWORKER EMPLOYEES' BENEFIT CORPORATION

131 NORTH EL MOLINO AVE., SUITE 330 PASADENA, CA 91101



Drawn on
Wells Fargo Central Bank
Calabasas, California

90-47711222

079523

079523

PAY *TEN AND XX / 100

DATE

CHECK AMOUNT

10/23/2018

*****10.00*

TO THE
ORDER
OF

CITY OF LOS ANGELES
BOARD & RECREATION
221 N FIGUEROA ST, SUITE 350
LOS ANGELES, CA 90012

VOID 6 MONTHS FROM DATE OF CHECK

⑆079523⑆ ⑆122204771⑆ 4759401870⑆

EXHIBIT 1

IRON WORKERS INDEPENDENT AGREEMENT

It is hereby mutually understood and agreed by and between the undersigned individual employer and the District Council of Iron Workers of the State of California and Vicinity, for and on behalf of its affiliated California Field Iron Worker Local Unions, that for and in consideration of services performed and to be performed by Iron Workers for the undersigned, the undersigned individual employer agrees to comply with all wages, hours, working conditions, provisions and rules as set forth in the Agreement known as Iron Worker Employers State of California and a Portion of Nevada . . . and District Council of Iron Workers of the State of California and Vicinity Master Agreement which is in effect at the execution date hereunder and incorporated herein by reference and made a part hereof, and any amendments, modifications, changes, extensions or renewals of or to said Master Agreement which may be negotiated by the parties thereto.

The undersigned individual employer hereby voluntarily recognizes the Union as the majority collective bargaining representative of all employees employed by said individual employer performing work covered by this Agreement at all jobsites located within the State of California and the State of Nevada with the exception of the Counties of Elko, Eureka and White Pine located in the State of Nevada and agrees that the Union has demonstrated that it is the majority representative of such employees in an appropriate collective bargaining unit.

The individual employer by executing this Iron Workers Independent Agreement continues to be bound by each and every of the Iron Workers Independent Agreements previously signed by said individual employer, if any; for all work performed by said individual employer as described in the Iron Workers Master Agreement regardless of the name or style or method of organization of any individual employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever.

The undersigned individual employer agrees to pay all monetary contributions for each hour paid for or worked by employees performing work covered by the Iron Workers Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement and to accept, assume and be bound by all of the obligations of any Trust Agreements, Plans or Rules, or any amendments, modifications or changes thereof made by the parties thereto, as are now or may hereafter be imposed upon the individual employer by or pursuant to any such Trusts, Trust Funds or Plans as set forth in the Iron Workers Master Agreement or any applicable Trust Agreements, and any other Trusts or Plans which may be negotiated into said Master Agreement.

The individual employer subject to this Iron Workers Independent Agreement further agrees that he does irrevocably designate and appoint the employer members of said Trust Funds and Plans mentioned in the Iron Workers Master Agreement as his attorneys in fact for the selection, removal and substitution of Trustees or Board Members as provided in the Trust Agreements or Plans and as may be hereafter provided by or pursuant to said Trust Agreements or Plans and any other Trusts or Plans which may be negotiated into said Master Agreement.

Notwithstanding any provisions of the Iron Workers Master Agreement or this Independent Agreement, it is understood that the individual employer is required to give written notice to the District Council of Iron Workers of the State of California and Vicinity of the name or names of any entity, person, firm or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than ten (10) days prior to the date of any such change of name, new corporation, change of corporate status, creation or formation of any entity, etc.

If the undersigned individual employer contracts or subcontracts any work covered by the Iron Workers Master Agreement to any person or proprietor who is not signatory to said Master Agreement, the undersigned individual employer shall require such subcontractor to be bound to all the provisions of the Iron Workers Master Agreement and this Independent Agreement.

Notwithstanding any provisions of the Iron Workers Master Agreement or this Independent Agreement, the California Field Iron Worker Local Unions reserve the right to strike the undersigned individual employer for alleged contract violations or breach of this Independent Agreement except any alleged violations of the Section entitled "Application to Subcontractors" in the Master Agreement and said strike shall not be deemed a breach of contract by said Local Unions. The California Field Iron Worker Local Unions, at their sole option, may process any alleged breach of contract through the grievance procedure of the Iron Workers Master Agreement or by strike, or both. Claims for unpaid wages or Trust Fund contributions may be submitted to the Labor Commissioner at the sole option of the California Field Iron Worker Local Unions or the appropriate Trust Funds, at any time, in addition to any other remedy provided by the Iron Workers Master Agreement or this Independent Agreement or by law.

The District Council of Iron Workers of the State of California and Vicinity, for and on behalf of its affiliated California Field Iron Worker Local Unions, agrees to perform all of the provisions of the Iron Workers Master Agreement.

This Iron Workers Independent Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the undersigned individual employer, including any name or style under which business is conducted with respect to work covered by this Independent Agreement.

By executing this Iron Workers Independent Agreement, the undersigned individual employer agrees to be bound by any and all negotiated amendments, modifications, or changes to the Iron Workers Master Agreement in effect at the execution date hereunder; and, said individual employer further agrees to be bound to and by the terms and conditions of all successor Iron Workers Master Agreements; and, this Iron Workers Independent Agreement shall remain in full force and effect indefinitely unless notice is given strictly in accordance with the limitations specified as follows:

Except as set forth below, the individual employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement; or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

Either party to this Iron Workers Independent Agreement may terminate said Independent Agreement on one hundred twenty (120) days but not more than one hundred fifty (150) days written notice, sent by registered mail, to the other party prior to the expiration date specified in the Iron Workers Master Agreement which is in effect during the period of desired termination. (Any notice given with respect to any interim reopening of the Iron Workers Master Agreement shall not have the effect of terminating this Iron Workers Independent Agreement.)

It is the intent of the parties hereto that the terms and conditions of this Iron Workers Independent Agreement are intended to comply with and be interpreted and applied only to the extent permitted by law.

DISTRICT COUNCIL OF IRON WORKERS
Of The State Of California And Vicinity

Local Union No. 433

By Robert Hunter
Signature of Union Representative

By Richard Zampa
Signature of District Council President
(This Agreement is not valid unless signed by the District Council President)

EMPLOYER FLORES STEEL CONSTRUCTION
Name of Firm

By [Signature]
Signature of Authorized Employer Representative

ABRAHAM FLORES
Type or Print Name and Title of Employer Representative

Contractor's License No. C51-785829 Classification C51-STRUCTURAL STEEL

Street Address 28510 LILAC CT.

City and State MURRIETA, CA. Zip 92563

Business Telephone (951) 244-6843
Area Code

DATED THIS 9~~TH~~ - SEPTEMBER day of 14~~TH~~, 2004.

EFFECTIVE THIS _____ day of _____, 19 _____.

