# AGREEMENT WITH ABC LIOVIN DRILLING, INC. FOR CONTRACTUAL SERVICES FOR

#### IRRIGATION WELL DRILLING AND INSTALLATION AT POPLAR CREEK GOLF COURSE

This Agreement, made and entered into this day of \_\_\_\_\_\_, by and between the CITY OF SAN MATEO, a municipal corporation existing under the laws of the State of California ("CITY"), and ABC LIOVIN DRILLING, INC. a CORPORATION ("CONTRACTOR"), whose address is 1180 East Burnett St Signal Hill, CA 90755.

#### **RECITALS:**

- A. CITY desires certain IRRIGATION WELL DRILLING services hereinafter described.
- B. CITY desires to engage CONTRACTOR to provide these IRRIGATION WELL DRILLING services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

# **NOW, THEREFORE, IT IS AGREED** as follows:

# **SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONTRACTOR under this Agreement is as described in the Notice Requesting Proposal and Request for Proposals dated March 18, 2022. Each of those documents are incorporated by reference and constitute part of this Agreement. The scope of services described below are to be performed at Poplar Creek Golf Course located at 1700 Coyote Point Drive San Mateo, CA 94401:

- (a) Mobilization of equipment and machinery
- (b) Site preparation
- (c) Test hole drilling
- (d) Electric log report
- (e) Sieve analysis
- (f) Construction and installation of irrigation well
- (g) Irrigation well installation specifications sheet
- (h) Clean up of site

# **SECTION 2 - DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR and his subcontractors shall comply with State's Prevailing Wage Laws.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. For the work performed for the City, the CONTRACTOR and his subcontractors shall pay the workers at the prevailing wage rate as determined by the California Department of Industrial Relations, for this locality. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

# **SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR's work.

#### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on the start of the project defined as the first day of mobilization of equipment on to the property Poplar Creek Golf Course (on or around June 27, 2022). The project should be completed about 60 days from the start of the project (on or around August 26, 2022).

# **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Golf Course Irrigation Well Project, CITY agrees to pay CONTRACTOR in an amount of \$180,000, a fee pursuant to rates stated in Exhibit B, attached and incorporated by reference.

# **SECTION 6 - TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon ten (10) days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

# **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

# **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

# **SECTION 9 - INTEREST OF CONTRACTOR**

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

#### **SECTION 10 - CONTRACTOR'S STATUS**

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

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# **SECTION 11 - INDEMNITY**

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

# **SECTION 12 - INSURANCE**

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit A to this Agreement.

# **SECTION 13 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

# **SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR**

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

#### **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

# **SECTION 16 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of

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this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

# **SECTION 17 - NON-DISCRIMINATION**

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

# **SECTION 18 - MEDIATION**

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the State Mediation and Conciliation Service, or other agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

# **SECTION 19 - LITIGATION**

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

# **SECTION 20 - NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

**Contract for Services** Page **5** of **18**  To CITY: Kevin Kobayashi

City of San Mateo

1700 Coyote Point Drive San Mateo, CA 94401

To CONTRACTOR: ABC Liovin Drilling, Inc.

Attn: Ivan Liovin 1180 East Burnett St. Signal Hill, CA 90755

# SECTION 21 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

# <u>SECTION 22 - GOVERNING LAW AND VENUE</u>

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and Maggiora Bros. Drilling, Inc. have executed this Agreement the day and year first above written.

| CITY | OF | SAN | MAT | ΈΟ |
|------|----|-----|-----|----|
|------|----|-----|-----|----|

# **CONTRACTOR**

|                                                   | lvan (                                                     | ionin 6/2/2022   |
|---------------------------------------------------|------------------------------------------------------------|------------------|
| Sheila Canzian D<br>Parks and Recreation Director | ABC Liovin D<br>Its Authorize<br>Ivan Liovin,<br>President | _                |
|                                                   | 1) President<br>President plu<br>corporate of              | us an additional |
| APPROVED AS TO FORM                               |                                                            |                  |
|                                                   |                                                            |                  |
| Mazarin Vakharia D<br>Assistant City Attorney     | ate                                                        |                  |

# **Attachments:**

**CITY OF SAN MATEO** 

Exhibit A: Insurance Requirements Exhibit B: Prevailing Wage Scale

#### Exhibit A

# <u>Insurance Requirements for Construction Contracts</u>

Contractor shall procure and maintain for the duration of the contract, and for one year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$3,000,000 per accident for bodily injury and property damage.
- 3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 5. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

# **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its elected and appointed officials, employees, and agents; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, employees, and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

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operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.

# Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies – (If at all possible avoid and require occurrence type CGL policies) If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the City for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

# **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

# Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

# Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

# **Surety Bonds**

Contractor shall provide the following Surety Bonds:

- 1. Bid bond
- 2. Performance bond
- 3. Payment bond
- 4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

# Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

# **Exhibit B – Prevailing Wage Scale**

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Building/Construction Inspector and Field Soils and Material Tester#

#### **Determination:**

NC-63-3-9-2020-2

#### Issue Date:

August 22, 2020

# **Expiration date of determination:**

June 30, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

#### Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

**Wages and Employer Payments:** 

| Classificationa | Basic   | Health   | Pension | Vacation/ | Training | Other    | Hours | Total   | Daily     | Saturday  | Sunday/Holiday |
|-----------------|---------|----------|---------|-----------|----------|----------|-------|---------|-----------|-----------|----------------|
| (Journeyperson) | Hourly  | and      |         | Holiday   |          | Payments |       | Hourly  | Overtime  | Overtime  | Overtime       |
|                 | Rate    | Welfareb |         |           |          |          |       | Rate    | Hourly    | Hourly    | Hourly Rate    |
|                 |         |          |         |           |          |          |       |         | Ratec     | Rate      | (2X)           |
|                 |         |          |         |           |          |          |       |         | (1 ½ X)   | (1 ½ X)   | , ,            |
| Group 1         | \$52.05 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$84.74 | \$110.765 | \$110.765 | \$136.79       |
| Group 2         | \$50.05 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$82.74 | \$107.765 | \$107.765 | \$132.79       |
| Group 3         | \$42.84 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$75.53 | \$96.95   | \$96.95   | \$118.37       |

| Group 4 | \$36.87 | \$13.88 | \$10.82 | \$1.13 | \$0.24 | 8 | \$69.56 | \$87.995 | \$87.995 | \$106.43 |
|---------|---------|---------|---------|--------|--------|---|---------|----------|----------|----------|

Determination: NC-63-3-9-2020-2

Building/Construction Inspector and Field Soils and Material Tester

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GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: Building/Construction Inspector and Field Soils and Material Tester (Second Shift)#

#### **Determination:**

NC-63-3-9-2020-2

# Issue Date:

August 22, 2020

# **Expiration date of determination:**

June 30, 2021\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

# Localities:

All localities within Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba counties.

# **Wages and Employer Payments:**

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| Classificationa | Basic   | Health   | Pension | Vacation/ | Training | Other    | Hours | Total   | Daily     | Saturday          | Sunday/Holiday |
|-----------------|---------|----------|---------|-----------|----------|----------|-------|---------|-----------|-------------------|----------------|
| (Journeyperson) | Hourly  | and      |         | Holiday   |          | Payments |       | Hourly  | Overtime  | Overtime          | Overtime       |
| Group           | Rate    | Welfareb |         | -         |          | -        |       | Rate    | Hourly    | Hourly            | Hourly Rate    |
|                 |         |          |         |           |          |          |       |         | Ratec     | Rate <sup>c</sup> | (2X)           |
|                 |         |          |         |           |          |          |       |         | (1 ½ X)   | (1 ½ X)           |                |
| Group 1         | \$58.56 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$91.25 | \$120.53  | \$120.53          | \$149.81       |
| Group 2         | \$56.31 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$89.00 | \$117.155 | \$117.155         | \$145.31       |
| Group 3         | \$48.20 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$80.89 | \$104.99  | \$104.99          | \$129.09       |
| Group 4         | \$41.48 | \$13.88  | \$10.82 | \$6.62    | \$1.13   | \$0.24   | 8     | \$74.17 | \$94.91   | \$94.91           | \$115.65       |

Determination: NC-63-3-9-2020-2

Building/Construction Inspector and Field Soils and Material Tester

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# **CLASSIFICATIONS:**

#### **GROUP 1**

ASNT Level II-III DSA Masonry DSA Shotcrete Lead Inspector NICET Level IV NDT Level Two

#### **GROUP 2**

AWS-CWI

ICC Certified Structural

Inspector

NICET Level III

Shear Wall/Floor System

Inspector

**Building/Construction** 

Inspector

### **GROUP 3**

Geotechnical Driller Soils/Asphalt Earthwork Grading Excavation and Backfill NICET Level II

# **GROUP 4**

ACI

**Drillers Helper** 

ICC Fireproofing NICET Level I Proofload Testing Torque Testing NACE

NDT Level One

# Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the

<u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

# Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the <u>Director's General Prevailing Wage Determinations Website</u> (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

<sup>#</sup> Indicates an apprenticeable craft. The current apprentice wage rates are available on the <a href="Prevailing Wage Apprentice Determinations">Prevailing Wage Apprentice Determinations</a>
<a href="Website">Website</a> (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

<sup>&</sup>lt;sup>a</sup> For classifications within each group, see page 3.

<sup>&</sup>lt;sup>b</sup> Amount shall be paid for all hours worked up to 173 hours per month.

<sup>&</sup>lt;sup>c</sup> Rate applies to the first 4 daily overtime hours, Monday through Friday, and the first 8 hours on Saturday. All other overtime is paid at the Sunday/Holiday overtime rate.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE FART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.4
FOR COMMERCIAL BUILDING, HIGHMAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN MATEO COUNTY

| LOCALITY: SAN MATEO COUNTY DETERMINATION: SMA-2020-2 |                                                     |                        |                            |     |                         |                          | EMI | PLOYER P | AYN | MENTS                |          |          |                | ST       | RAIGHT- | TIME                    |    | OVERTIM |    |                    |                          |
|------------------------------------------------------|-----------------------------------------------------|------------------------|----------------------------|-----|-------------------------|--------------------------|-----|----------|-----|----------------------|----------|----------|----------------|----------|---------|-------------------------|----|---------|----|--------------------|--------------------------|
|                                                      | CRAFT (JOURNEY LEVEL)                               | ISSUE DATE             | EXPIRATION DATE            | ı   | BASIC<br>HOURLY<br>RATE | HEALTH<br>AND<br>WELFARE | ı   | PENSION  |     | VACATION/<br>HOLIDAY | TRAINING |          | OTHER PAYMENTS |          | HOURS   | TOTAL<br>HOURLY<br>RATE |    | DAILY   |    | SATURDAY           | SUNDAY<br>AND<br>HOLIDAY |
| =                                                    | BRICKLAYER, BLOCKLAYER:<br>BRICKLAYER, BLOCKLAYER,  |                        |                            |     | _                       |                          | H   |          | H   |                      |          | H        |                | H        |         |                         |    |         |    |                    |                          |
|                                                      | STONEMASON                                          | 8/22/2020              | 04/30/2021**               | ٨   | 44.650                  | 10.750                   |     | 14.460   | В   | 3.000                | 0.800    | С        | 1.890          | D        | 8.0     | 75.550                  | E  | 99.380  | E  | 99.380             | 123.200                  |
|                                                      | POINTER, CLEANER, CAULKER,<br>WATERPROOFER          | 8/22/2020              | 06/30/2021**               | ٨   | 52.750                  | 10.750                   |     | 12.970   | F   | -                    | 1.580    |          | 0.430          | D        | 8.0     | 78.480                  |    | 104.860 | G  | 104.860            | 131.230                  |
| =                                                    | BRICK TENDER                                        | 8/22/2020              | 06/30/2021**               | н   | 37.240                  | 9.000                    |     | 12.530   | F   | -                    | 0.450    | -        | 0.300          |          | 8.0     | 59.520                  | 1  | 78.140  | 1  | 78.140             | 96,760                   |
| =                                                    | CARPET, LINOLEUM,                                   |                        |                            |     |                         |                          |     |          |     |                      |          |          |                |          |         |                         |    |         |    |                    |                          |
|                                                      | SOFT FLOOR LAYER                                    | 2/22/2020              | 12/31/2020**               | ٨   | 50.350                  | 10.450                   |     | 17.330   | J   | -                    | 0.850    |          | 0.340          |          | 8.0     | 79.320                  | K  | 104.490 | К  | 104.490            | 129.670                  |
|                                                      | FLOOR COVERING HANDLER AFTER 3<br>YEARS             | 2/22/2020              | 12/31/2020**               | Α   | 25.150                  | 10.450                   |     | 8.670    | J   | -                    | 0.050    |          | 0.340          | П        | 8.0     | 44.660                  | к  | 57.230  | к  | 57.230             | 69.810                   |
|                                                      | FLOOR COVERING HANDLER LESS THAN<br>3 YEARS         | 2/22/2020              | 12/31/2020**               | A   | 20.110                  | 10.450                   |     | 6.930    | J   | -                    | 0.050    | Г        | 0.340          |          | 8.0     | 37.880                  | к  | 47.930  | к  | 47.930             | 57.990                   |
|                                                      | FLOOR COVERING HANDLER TRAINEE,<br>FIRST 3 MONTHS   | 2/22/2020              | 12/31/2020**               | ٨   | 16.080                  | 10.450                   |     | 5.550    | J   | -                    | 0.050    |          | 0.340          |          | 8.0     | 32.470                  | к  | 40.510  | к  | 40.510             | 48.550                   |
|                                                      | FLOOR COVERING HANDLER TRAINEE,<br>SECOND 3 MONTHS  | 2/22/2020              | 12/31/2020**               | ٨   | 18.090                  | 10.450                   |     | 6.230    | J   | -                    | 0.050    |          | 0.340          |          | 8.0     | 35.160                  | K  | 44.210  | к  | 44.210             | 53.250                   |
| =                                                    | ELECTRICIAN:                                        |                        |                            |     |                         |                          | _   |          | _   |                      |          | <u> </u> |                | ⊢        |         |                         | -  |         |    |                    |                          |
|                                                      | COMM & SYSTEM INSTALLER                             | 2/22/2020              | 11/30/2020**               |     | 42.930                  | 11.550                   | L   | 7.150    | H   | -                    | 1.100    | M        | 0.260          | ⊢        | 8.0     | 64.490                  | N  | 86.700  | N  | 86.700             | 108.920                  |
|                                                      | COMM & SYSTEM TECH.                                 | 2/22/2020              | 11/30/2020**               | A   | 49.370                  | 11.550                   | 0   | 7.150    | F   | -                    | 1.100    | М        | 0.260          | ⊢        | 8.0     | 71.160                  | N  | 96.710  | N  | 96.710             | 122.260                  |
|                                                      | INSIDE WIREMAN, TECHNICIAN<br>CABLE SPLICER         | 8/22/2020<br>8/22/2020 | 05/31/2021*<br>05/31/2021* | ^   | 66.000<br>75.900        | 18.490<br>18.490         | 0   | 18.000   | F   | -                    | 1.800    | H        | 0.250          | Н        | 8.0     | 106.520                 | F  | 140.510 |    | 174.500<br>194.890 | 174.500<br>194.890       |
| _                                                    | FIELD SURVEYOR:                                     | 8/22/2020              | 05/31/2021                 | ^   | 75.900                  | 18.490                   | -   | 18.000   | F   | -                    | 1.800    | Н        | 0.200          | Н        | 8.0     | 110.720                 | F  | 100.810 |    | 194.890            | 194.890                  |
| # Q                                                  | CHIEF OF PARTY                                      | 2/22/2020              | 02/28/2021*                |     | 47.030                  | 13.880                   | R   | 12.010   | 8   | 4.790                | 1.160    | -        | 0.210          | Н        | 8.0     | 79.080                  | T  | 102.600 | U  | 102.600            | 126,110                  |
| Q<br>Q                                               | INSTRUMENTMAN                                       | 2/22/2020              | 02/28/2021*                |     | 43.940                  | 13.880                   | R   | 12.010   | s   | 4.790                | 1.160    | Н        | 0.210          | Н        | 8.0     | 75.990                  | ÷  | 97.960  | U  | 97.960             | 119.930                  |
|                                                      | CHAINMAN/RODMAN                                     | 2/22/2020              | 02/28/2021*                |     | 41.080                  | 13.880                   | R   | 12.010   | 8   | 4.790                | 1.160    | -        | 0.210          |          | 8.0     | 73.110                  | Ť  | 93.640  | U  | 93.640             | 114.170                  |
| # V                                                  | GLAZIER                                             | 8/22/2020              | 12/31/2020**               | Α   | 52.120                  | 10.450                   | w   | 19.050   | ÷   | -                    | 1.050    | ×        | 0.380          | $\vdash$ | 8.0     | 83.050                  | Y  | 109.110 | -  | 135.170            | 135,170                  |
| # Z                                                  | MARBLE FINISHER                                     | 8/22/2020              | 07/31/2021**               | M   | 36.530                  | 10.750                   |     | 5.340    | J   | -                    | 0.450    |          | 0.870          |          | 8.0     | 53.940                  | AB | 72.210  |    | 90.470             | 90.470                   |
| # Z                                                  | MARBLE MASON                                        | 8/22/2020              | 07/31/2021**               | AA. | 51.300                  | 10.750                   |     | 16.120   | J   | -                    | 0.800    |          | 1.190          | $\vdash$ | 8.0     | 80.160                  | AB | 105.810 |    | 131.460            | 131.460                  |
|                                                      | PAINTER:                                            |                        |                            |     |                         |                          |     |          |     |                      |          |          |                | $\vdash$ |         |                         |    |         |    |                    |                          |
| AC                                                   | BRUSH AND SPRAY                                     | 2/22/2020              | 06/30/2020*                | н   | 43.620                  | 10.450                   | R   | 13.820   | J   | -                    | 0.760    |          | 0.380          | D        | 8.0     | 69.030                  |    | 90.840  | AD | 90.840             | 112.650                  |
| AC                                                   | METALIZING AND THERMAL SPRAY                        | 2/22/2020              | 06/30/2020*                | н   | 47.620                  | 10.450                   | R   | 13.820   | J   | -                    | 0.760    |          | 0.380          | D        | 8.0     | 73.030                  |    | 96.840  | AD | 96.840             | 120.650                  |
| AE                                                   | INDUSTRIAL PAINTER                                  | 2/22/2020              | 06/30/2020*                | н   | 45.120                  | 10.450                   | R   | 13.820   | J   | -                    | 0.760    |          | 0.380          | D        | 8.0     | 70.530                  |    | 93.090  | AD | 93.090             | 115.650                  |
| AC                                                   | SANDBLASTER, STEAM CLEANER,<br>WATERBLASTER         | 2/22/2020              | 06/30/2020*                | н   | 44.120                  | 10.450                   | R   | 13.820   | J   | -                    | 0.760    |          | 0.380          | D        | 8.0     | 69.530                  |    | 91.590  | AD | 91.590             | 113.650                  |
| AC                                                   | EXOTIC MATERIALS<br>PAPERHANGER, WALLCOVERING, LEAD | 2/22/2020              | 06/30/2020*                | н   | 44.370                  | 10.450                   | R   | 13.820   | J   | -                    | 0.760    | _        | 0.380          | D        | 8.0     | 69.780                  |    | 91.960  | AD | 91.960             | 114.150                  |
| AC                                                   | ABATEMENT                                           | 2/22/2020              | 08/30/2020*                | н   | 44.620                  | 10.450                   | R   | 13.820   | J   | -                    | 0.760    |          | 0.380          | D        | 8.0     | 70.030                  |    | 92.340  | AD | 92.340             | 114.650                  |
|                                                      | TAPER                                               | 2/22/2020              | 12/31/2020**               | AF  | 51.460                  | 10.450                   |     | 16.080   | J   | -                    | 0.860    |          | 0.630          |          | 8.0     | 79.480                  | AG | 105.210 | AG | 105.210            | AD 130.940               |
| =                                                    | PLASTERER                                           | 8/22/2020              | 06/30/2021*                | AH  | 43.540                  | 13.780                   |     | 17.340   | F   | -                    | 1.230    |          | 1.200          |          | 8.0     | 77.090                  | AI | 95.860  | AJ | 95.860             | 114.630                  |
| =                                                    | PLASTER TENDER                                      | 8/22/2020              | 06/30/2021**               |     | 36.230                  | 9.000                    |     | 14.320   |     | 4.910                | 0.500    |          | 0.450          | П        | 8.0     | 65.410                  | K  | 83.530  | К  | 83.530             | 101.640                  |
| =                                                    | PLUMBER:                                            |                        |                            |     |                         |                          |     |          |     |                      |          |          |                |          |         |                         |    |         |    |                    |                          |
|                                                      | UNDERGROUND UTILITY PIPEFITTER                      | 8/22/2020              | 06/30/2021**               |     | 29.900                  | 11.650                   | AK  | 3.000    |     | 1.250                | 0.400    |          | 0.800          |          | 8.0     | 47.000                  |    | 61.950  | D  | 61.950             | 76.900                   |
|                                                      | LANDSCAPE PIPEFITTER                                | 8/22/2020              | 06/30/2021**               |     | 29.900                  | 11.650                   | AK  | 3.000    |     | 1.250                | 0.400    |          | 0.800          |          | 8.0     | 47.000                  |    | 61.950  | D  | 61.950             | 76.900                   |
| AL                                                   | UNDERGROUND UTILITY ASSISTANT<br>JOURNEYMAN         | 8/22/2020              | 06/30/2021**               |     | 17.900                  | 11.650                   | AK  | 3.000    |     | 1.250                | 0.400    | L        | 0.800          | L        | 8.0     | 35.000                  |    | 43.950  | D  | 43.950             | 52.900                   |
| AM                                                   | LANDSCAPE ASSISTANT JOURNEYMAN                      | 8/22/2020              | 06/30/2021**               |     | 17.900                  | 11.650                   | AK  | 3.000    |     | 1.250                | 0.400    |          | 0.800          |          | 8.0     | 35.000                  |    | 43.950  | D  | 43.950             | 52.900                   |
| AN                                                   | UNDERGROUND UTILITY TRADESMAN                       | 8/22/2020              | 06/30/2021**               |     | 14.900                  | 11.650                   | AK  | 3.000    |     | 1.250                | 0.400    |          | 0.800          |          | 8.0     | 32.000                  |    | 39.450  | D  | 39.450             | 46.900                   |
| AO                                                   | LANDSCAPE TRADESMAN I                               | 8/22/2020              | 06/30/2021**               |     | 14.900                  | 11.650                   | AK  | -        |     | 1.250                | 0.400    |          | 0.800          |          | 8.0     | 29.000                  |    | 36.450  | D  | 36.450             | 43.900                   |
| AO                                                   | LANDSCAPE TRADESMAN II                              | 8/22/2020              | 06/30/2021**               |     | 14.900                  | 11.650                   | ΑK  | 3.000    |     | 1.250                | 0.400    |          | 0.800          |          | 8.0     | 32.000                  |    | 39.450  | D  | 39.450             | 46.900                   |
|                                                      | PLUMBER, STEAMFITTER                                | 8/22/2020              | 08/30/2021*                |     | 70.000                  | 15.000                   | ΑK  | 21.750   | F   | -                    | 1.110    |          | 0.650          |          | 8.0     | 108.510                 | E  | 143.510 | AP | 143.510            | 178.510                  |
|                                                      | REFRIGERATION FITTER (HVAC)                         | 8/22/2020              | 06/30/2021*                |     | 70.000                  | 15.000                   | AK  | 21.750   | F   | -                    | 1.110    |          | 0.650          |          | 8.0     | 108.510                 | E  | 143.510 | AP | 143.510            | 178.510                  |
|                                                      | SPRINKLER FITTER (FIRE PROTECTION                   | 8/22/2020              | 08/01/2021**               | A   | 68.310                  | 11.680                   |     | 20.300   | F   |                      | 1.850    |          | 0.300          |          | 8.0     | 102.440                 | E  | 136.600 | E  | 136.600            | 170.750                  |

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE FART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.4
FOR COMMERCIAL BUILDING, HIGHMAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: SAN MATEO COUNTY

| DETE | RMINATION: SMA-2020-2                                                               |            |                 | $\overline{}$      | Т  |                          | EMI | PLOYER P | AYME | NTS                  |          |                | STRAIGHT- | TIME                    | Т  |         |    |         |    |                          |
|------|-------------------------------------------------------------------------------------|------------|-----------------|--------------------|----|--------------------------|-----|----------|------|----------------------|----------|----------------|-----------|-------------------------|----|---------|----|---------|----|--------------------------|
|      | CRAFT (JOURNEY LEVEL)                                                               | ISSUE DATE | EXPIRATION DATE | BAS<br>HOUF<br>RAT | LY | HEALTH<br>AND<br>WELFARE |     | PENSION  |      | /ACATION/<br>HOLIDAY | TRAINING | OTHER PAYMENTS | HOURS     | TOTAL<br>HOURLY<br>RATE |    | DAILY   | S  | ATURDAY |    | SUNDAY<br>AND<br>HOLIDAY |
|      | BITUMASTIC, ENAMELER, PIPE WRAPPER,<br>COAL TAR PITCH BUILD-UP                      | 8/22/2020  | 07/31/2021*     | 42.8               | 00 | 10.610                   |     | 8.450    |      | 3.580                | 0.600    | 0.830          | 8.0       | 66.870                  | AQ | 88.270  | AQ | 88.270  |    | 109.670                  |
|      | MASTIC WORKER, KETTLEMAN (2<br>KETTLES WITHOUT PUMPS)                               | 8/22/2020  | 07/31/2021*     | 41.0               | 50 | 10.610                   |     | 8.450    |      | 3.580                | 0.600    | 0.830          | 8.0       | 65.120                  | AQ | 85.640  | AQ | 85.640  |    | 106.170                  |
| =    | SHEET METAL WORKER                                                                  | 8/22/2020  | 06/27/2021**    | н 64.0             | 30 | AR 14.850                | AS  | 29.740   | F    | -                    | 1.530    | 0.710          | 8.0       | 110.890                 | AT | 146.480 | AT | 146.480 |    | 182.070                  |
|      | TOTAL SHEET METAL CONTRACT OF<br>\$200,000 OR LESS                                  | 8/22/2020  | 06/27/2021**    | н 55.9             | 20 | AR 14.850                | AS  | 28.200   | F    | -                    | 1.530    | 0.710          | 8.0       | 101.210                 | AT | 132.270 | AT | 132.270 |    | 163.340                  |
|      | SERVICE MECHANIC (TOTAL SHEET<br>METAL CONTRACT OF \$200,000 OR LESS)               | 8/22/2020  | 06/27/2021**    | н 43.9             | 50 | AU 14.250                | AS  | 15.480   | F    | -                    | 1.430    | 0.710          | 8.0       | 75.820                  | AV | 99.050  | AV | 99.050  |    | 122.270                  |
|      | SERVICE TECHNICIAN (TOTAL SHEET<br>METAL CONTRACT OF \$200,000 OR LESS)             | 8/22/2020  | 06/27/2021**    | н 39.5             | 30 | AU 14.250                | AS  | 10.210   | F    | -                    | 1.430    | 0.710          | 8.0       | 66.180                  | AV | 86.770  | AV | 86.770  |    | 107.360                  |
|      | AIR CONDITIONING SPECIALIST (TOTAL<br>SHEET METAL CONTRACT OF \$200,000<br>OR LESS) | 8/22/2020  | 06/27/2021**    | н 34.6             | 30 | AU 14.250                | AS  | 4.910    | F    | -                    | 1.410    | 0.710          | 8.0       | 55.960                  | AT | 73.840  | AT | 73.840  |    | 91.720                   |
|      | AIR CONDITIONING JOURNEYMAN (TOTAL<br>SHEET METAL CONTRACT OF \$200,000<br>OR LESS) | 8/22/2020  | 06/27/2021**    | н 40.8             | 20 | AR 14.250                | AS  | 10.490   | F    | -                    | 1.410    | 0.710          | 8.0       | 67.680                  | AT | 88.840  | AT | 88.840  |    | 110.000                  |
|      | METAL DECK & SIDING                                                                 | 8/22/2020  | 06/30/2021**    | н 44.4             | 50 | AK 14.830                | AW  | 20.400   | F    | -                    | AX 0.320 | -              | 8.0       | 80.000                  | AT | 103.230 | AT | 103.230 |    | 126.450                  |
| # AY | TERRAZZO FINISHER                                                                   | 8/22/2020  | 06/30/2021**    | AZ 38.6            | 70 | 10.750                   |     | 5.870    | F    | -                    | 0.800    | 1.000          | 8.0       | 57.090                  | AT | 74.090  | AT | 74.090  |    | 91.090                   |
| # AY | TERRAZZO WORKER                                                                     | 8/22/2020  | 06/30/2021**    | AZ 50.6            | 30 | 10.750                   |     | 15.370   | F    | -                    | 0.800    | 1.220          | 8.0       | 78.800                  | AT | 101.050 | AT | 101.050 |    | 123.300                  |
| =    | TILE FINISHER                                                                       | 8/22/2020  | 03/31/2021*     | BA 30.2            | 20 | 10.310                   |     | 5.300    |      | 1.000                | 0.820    | 1.060          | 8.0       | 48.710                  |    | 63.820  | D  | 63.820  |    | 78.930                   |
|      | RED CIRCLED FINISHER                                                                | 8/22/2020  | 03/31/2021*     | BA 36.1            | 00 | 10.310                   |     | 6.080    |      | 1.500                | 0.820    | 1.130          | 8.0       | 55.940                  |    | 73.990  | D  | 73.990  |    | 92.040                   |
| =    | TILE SETTER                                                                         | 8/22/2020  | 03/31/2021*     | BA 49.5            | 30 | 10.310                   |     | 7.800    |      | 2.500                | 1.170    | 1.750          | 8.0       | 73.060                  |    | 97.820  | D  | 97.820  |    | 122.590                  |
|      | WATER WELL DRILLER                                                                  | 2/22/2020  | 03/31/2020*     | 13.0               | 00 | 3.200                    |     | 0.780    | 88   | 0.630                | -        | -              | 8.0       | 17.610                  | BC | 24.110  | BC | 24.110  | BC | 24.110                   |
|      | PUMP INSTALLER                                                                      | 2/22/2020  | 03/31/2020*     | 13.0               | _  | 3.200                    |     | 0.780    | 88   | 0.630                | -        | -              | 8.0       | 17.610                  | -  | 24.110  |    | 24.110  | BC | 24.110                   |
|      | HELPER                                                                              | 2/22/2020  | 03/31/2020*     | 13.0               | 00 | 3.200                    |     | 0.780    | BD   | 0.520                | -        | -              | 8.0       | 17.500                  | BC | 24.000  | BC | 24.000  | BC | 24.000                   |
|      | <u>FOOTNOTES</u>                                                                    |            |                 |                    |    |                          |     |          |      |                      |          |                |           |                         |    |         |    |         |    |                          |