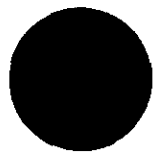


9-15-99 *

2:00pm

232.09



CITY OF ALAMEDA

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS

PROPOSAL AND CONTRACT

FOR

UNDERGROUND STORAGE TANK REMOVAL
2756 MAIN STREET

IN

CITY OF ALAMEDA, COUNTY OF ALAMEDA
STATE OF CALIFORNIA

For use in Connection with Caltrans Standard Specifications dated July 1992, Standard Plans dated July 1992, General Prevailing Wage Rates Latest Revision, and Labor Surcharge and Equipment Rental Rates.

CITY PROJECT NO.:
BID OPENING DATE:

NO. P.W. 06-99-18
September 16, 1999, 2:00 P.M.

03/6/99

Cheri R. Sheets, Deputy Public Works Director/City Engineer

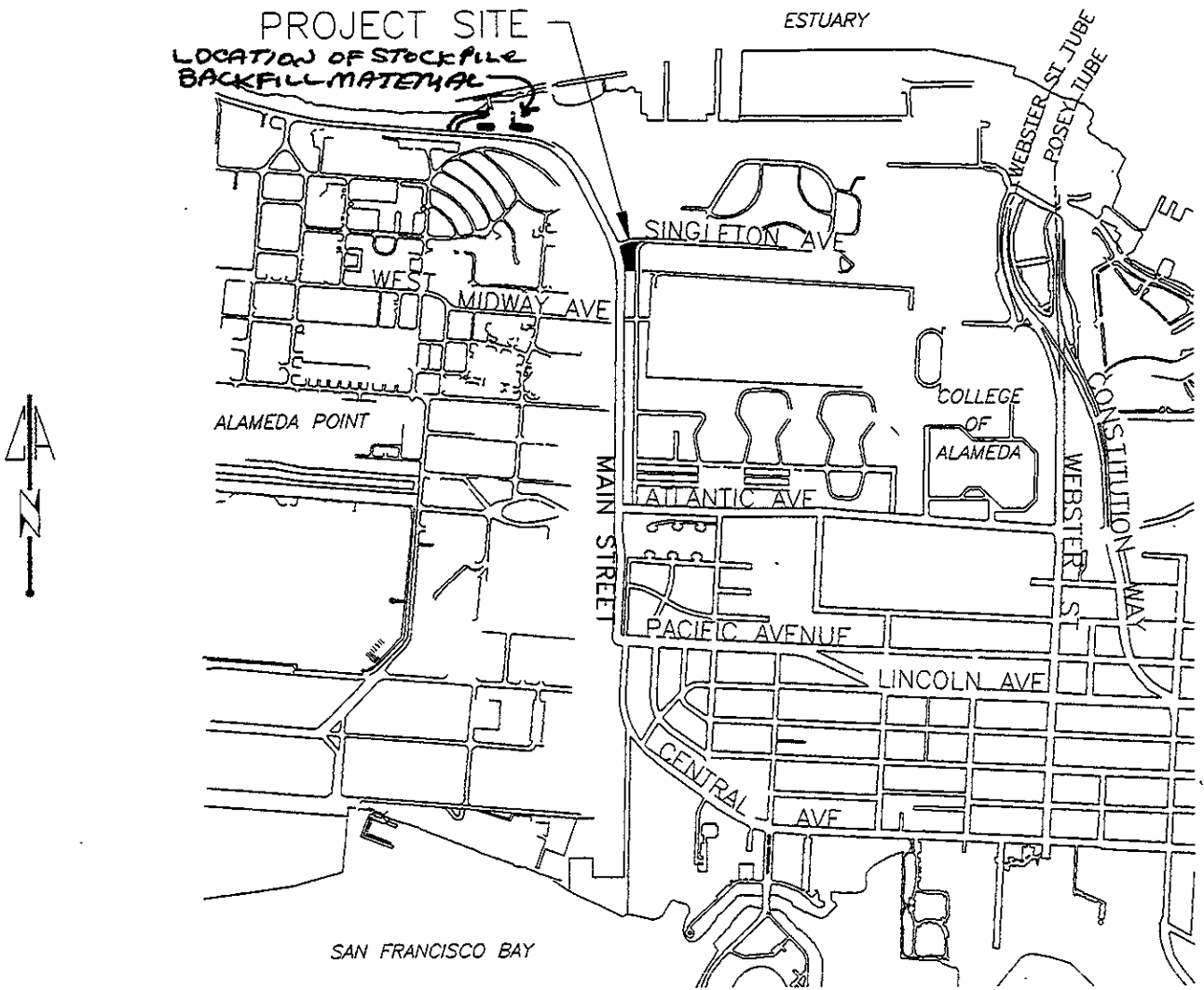
TABLE OF CONTENTS

VICINITY MAP
 NOTICE TO CONTRACTORS
 SPECIAL NOTICE "REQUIRED LISTING OF SUBCONTRACTORS"
 SPECIAL NOTICE "FEDERAL LOBBYING RESTRICTIONS"
 ENGINEER ESTIMATE
 SPECIAL PROVISIONS

SECTION 1.	SPECIAL PROVISIONS, SPECIFICATIONS AND PLANS . . .	1
1-1.01	DEFINITIONS AND TERMS	1
SECTION 2.	PROPOSAL REQUIREMENTS AND CONDITIONS	3
2-1.01	GENERAL	3
2-1.02	FEDERAL LOBBYING RESTRICTIONS	3
2-1.03	REQUIRED LISTING OF PROPOSED SUBCONTRACTORS . . .	4
SECTION 3.	AWARD AND EXECUTION OF CONTRACT	5
3-1.01	AWARD OF CONTRACT	5
3-1.02	BONDS	5
3-1.03	INSURANCE REQUIREMENTS	5
3-1.04	HOLD HARMLESS AND INDEMNIFICATION	7
3-1.05	INTENT OF PLANS AND SPECIFICATIONS	8
3-1.06	ALTERATIONS	8
3-1.07	EXTRA WORK	9
3-1.08	REMOVAL OF OBSTRUCTIONS	9
3-1.09	FINAL CLEANING UP	9
SECTION 4.	BEGINNING OF WORK, TIME OF COMPLETION	10
	AND LIQUIDATED DAMAGES	
4-1.01	INTENT OF PLANS AND SPECIFICATIONS	10
4-1.02	PRECONSTRUCTION CONFERENCE	10
4-1.03	ARCHAEOLOGICAL DISCOVERIES	10
SECTION 5.	GENERAL	11
5-1.00	MISCELLANEOUS	11
5-1.01	LABOR NONDISCRIMINATION	11
5-1.02	PUBLIC SAFETY AND SEQUENCE OF WORK	11
5-1.03	FORCE ACCOUNT PAYMENT	12
5-1.04	PAYMENTS	13
5-1.05	WATER CONSERVATION	13
5-1.06	SOUND CONTROL REQUIREMENTS	13
5-1.07	DUST CONTROL REQUIREMENTS	14

5-1.08	HIGHWAY CONSTRUCTION EQUIPMENT	14
5-1.09	PERMITS	14
5-1.10	REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK	15
5-1.11	FINAL INSPECTION	16
5-1.12	FINAL GUARANTEE	16
5-1.13	SCHEDULE OF PREVAILING WAGES	16
5-1.14	EQUAL AND/OR APPROVED EQUAL	17
SECTION 6.	BLANK	19
SECTION 7.	BLANK	20
SECTION 8.	MATERIALS	21
8-1.00	MISCELLANEOUS	20
8-1.01	BUY AMERICA REQUIREMENTS	20
8-1.02	CITY FURNISHED MATERIALS	20
8-1.03	RECYCLING OF CONCRETE AND ASPHALT MATERIALS	22
8-2.00	PORTLAND CEMENT CONCRETE	23
8-3.00	GRAY IRON CASTING	24
8-4.00	REINFORCING STEEL	24
SECTION 9.	DESCRIPTION OF WORK	25
9-1.00	GENERAL WORK DESCRIPTION	25
9-2.00	REPORTS	26
SECTION 10.	CONSTRUCTION DETAILS	27
10-1.00	GENERAL	27
10-1.01	ORDER OF WORK	27
10-1.02	WATER POLLUTION CONTROL	27
10-1.03	BLANK	27
10-1.04	CONSTRUCTION SITE CONTROLS	27
10-1.05	OBSTRUCTIONS-UNDERGROUND UTILITIES (HIGH RISK FACILITIES)	29
10-1.06	MAINTAINING TRAFFIC	30
10-1.07	SUPERINTENDENCE	31
10-1.08	BLANK	31
10-1.09	INSPECTION	31
10-1.10	WORKING HOURS	32
10-1.11	EXISTING FACILITIES	32
10-1.12	DISPOSAL OF EXCAVATED MATERIALS	33
10-1.13	CONTAMINATED SOIL	33
10-1.14	DISPOSAL ACTIVITIES	35
10-1.15	UNDERGROUND STORAGE TANK REMOVAL	35
10-1.16	RELOCATED STOCKPILED SOIL	36

10-1.17	CONTAMINATED WATER	37
10-1.18	BIDDERS PROPOSAL	38
SECTION 11.	BLANK	44
SECTION 12.	BLANK	45
SECTION 13.	BLANK	46
SECTION 14.	FEDERAL REQUIREMENTS	47
	APPLICABLE STANDARD PLANS AND DETAIL	
	PROPOSAL	
	FEDERAL MINIMUM WAGE RATES	
	GENERAL PREVAILING WAGE RATES	
EXHIBIT A	UNDERGROUND STORAGE TANK LOCATION OVERSIGHT REPORT..	48
EXHIBIT B	UNDERGROUND STORAGE TANK LOCATION OVERSIGHT REPORT SUPPLEMENT.....	49



VICINITY MAP

NOT TO SCALE

CITY OF ALAMEDA, CALIFORNIA

UNDERGROUND STORAGE TANK REMOVAL
2756 MAIN STREET
P.W. 06-99-18

NOTICE TO CONTRACTORS

Sealed proposals for the work shown herein: CITY OF ALAMEDA, DEPARTMENT OF PUBLIC WORKS, PROJECT SPECIFICATIONS FOR:

UNDERGROUND STORAGE TANK REMOVAL

will be received at the Public Works Department of the City Alameda, 950 West Mall Square, Room 110, Alameda, California, 94501, until 2:00 p.m. on Thursday, September 16, 1999, at which time they will be publicly opened and read.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

The contractor shall possess a Class A license and be registered with the State of California Division of Occupational Safety and Health (Cal/OSHA) at the time this contract is awarded.

The successful bidder shall furnish a payment bond and a performance bond.

This contract is subject to the State contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990.

Plans, specifications, and proposal forms for bidding this project can only be obtained at the Central Permits Office, Room 190, City Hall, 2263 Santa Clara Avenue, Alameda, California, 94501:

Plans and Specifications may be obtained for a

NON-REFUNDABLE FEE OF \$15.00 PER SET
(\$20.00 PER SET IF MAILED, POSTAGE AND HANDLING)

Minimum wage rates for this project, as predetermined by the Secretary of Labor, are set forth in the special provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and prevailing wage rates determined by the California Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled General Prevailing Wage Rates, latest revision. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced but not printed in said publication.

SPECIAL NOTICE

The bidder's attention is directed to the section entitled "Required Listing of Subcontractors" in Section 2-1.03 of the special provisions regarding the requirement that proposed subcontractors be listed in the bidder's proposal. All subcontractors are now to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

The bidder's attention is directed to the State and Federal laws concerning fraud, bribery, collusion, conspiracy, and making false statements in connection with bidding upon, award of, or performance of any public works contract.

The U.S. Department of Transportation, Office of Inspector General, has established the following telephone hotline to

SPECIAL NOTICE

The bidders attention is directed to Section 2-1.02, "Federal Lobbying Restrictions," of the Special Provision, and to "certification for Federal Aid Contracts" and "disclosure of Lobbying Activities" in the Proposal.

CITY OF ALAMEDA, CALIFORNIA

DEMOLITION OF DALE'S BAR
2756 MAIN STREET
P.W. 01-99-02

SECTION 1. SPECIAL PROVISIONS, SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated July 1992 and the Standard Plans dated July 1992, of the Department of Transportation of the State of California, insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

1-1.01 DEFINITIONS AND TERMS:

As used herein, unless the context otherwise requires, the following terms have the following meanings:

Department of Transportation. The Public Works Department of the City of Alameda, State of California.

Director of Transportation. The Public Works Director of the City of Alameda, State of California.

Engineer. The City Engineer of the City of Alameda, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory. The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

State. The City of Alameda.

Transportation Building - Sacramento. City Hall West, City of Alameda, State of California.

State Highway Engineer. The City Engineer of the City of Alameda, State of California.

Standard Specifications. The 1992 edition of the Standard Specifications of the State of California Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.

report violations:

In California call 1-800-545-7696

Outside California call 1-800-424-9071

Confidentiality may be maintained and callers may remain anonymous.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submissions of the bid.

In accordance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

2-1.02 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code, prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-Aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-Aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-Aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-Aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. (Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal, signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors, shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
3. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.03 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of $\frac{1}{2}$ of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 AWARD OF CONTRACT

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3-1.02 BONDS

The contractor shall provide, at the time of the execution of the agreement or contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to the City Attorney.

3-1.03 INSURANCE REQUIREMENTS

On or before the commencement of the term of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs I, II, III, and IV. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

I. **Coverage:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California. Subcontractors are also required to provide this insurance.

(2) **Liability:**

Comprehensive general coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
	\$1,000,000 aggregate products/completed operation (if applicable)
	\$1,000,000 aggregate - all other
Property Damage:	\$500,000 each occurrence \$1,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
or	
Combined Single Limit:	\$500,000 each occurrence

II. **Subrogation Waiver:** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, that Contractor shall look solely

to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

III. **Failure to Secure**: If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

IV. **ADDITIONAL INSURED**: City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

Full compensation for all premiums which the Contractor and the subcontractors are required to pay on all the insurance described above shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

3-1.04 HOLD HARMLESS AND INDEMNIFICATION

Attention is directed to the provisions in Section 3-1.01, "Subcontracting", of the Standard Specifications, Section 2,

"Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these special provisions.

The requirement in the third paragraph of said Section 8-1.01 that the Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original contract price is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts," in Section 14 in these special provisions that the Contractor perform not less than 30 percent of the original contract work with his own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts," in Section 14 of these special provisions. This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

3-1.05 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

3-1.06 ALTERATIONS

The City of Alameda reserves the right to increase or decrease the quantity of any item or portion of work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer; also to make such alterations or deviations, increases or decreases, additions or omissions in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

3-1.07 EXTRA WORK

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

3-1.08 REMOVAL OF OBSTRUCTIONS

The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction of the project outside the City limits as required by the Engineer.

3-1.09 FINAL CLEANING UP

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 5 calendar days after the notice to proceed and shall diligently prosecute the same to completion before the expiration of **10 WORKING DAYS** after the date of the Notice to Proceed.

The Contractor shall pay to the City of Alameda the sum of \$400.00 per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

4-1.02 PRECONSTRUCTION CONFERENCE

Prior to the issuance of the Notice to Proceed, a preconstruction conference will be held at the office of the City Engineer, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors. **The Contractor shall provide a construction schedule at the time of the preconstruction meeting and a construction staging schedule (see Section 10-1.02).** Construction schedules shall be updated bi-monthly and delivered to the Inspector. Construction meetings will be held between the Contractor and Engineer on a bi-monthly basis at the City offices or as directed by the Engineer.

4-1.03 ARCHAEOLOGICAL DISCOVERIES

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

SECTION 5. GENERAL

5-1.00 MISCELLANEOUS

A. LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future state and national laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

5-1.01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications," set forth therein. The Specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

5-1.02 PUBLIC SAFETY AND SEQUENCE OF WORK

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public and pedestrian traffic. The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall provide a traffic control plan for any

detouring of traffic around the work which shall be approved by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane. However, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

5-1.03 FORCE ACCOUNT PAYMENT

Extra work as hereinbefore defined (Section 4-1.03) when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Engineer, or by force account.

If the work is done on force account, the Contractor shall receive the actual cost of all materials furnished by him as shown by his paid vouchers, plus fifteen percent (15%), and for all labor and equipment that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Engineer and by the Contractor, plus fifteen percent (15%); provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. The price paid for labor shall include any compensation insurance paid by the Contractor.

For the use of equipment owned by the Contractor, he shall be paid the current prices prevailing in the locality, which shall have been previously determined and agreed upon in writing by the Engineer and by the Contractor, plus fifteen percent (15%).

When work is performed by force account, the payment of fifteen percent (15%) in addition to the actual cost of all material, labor and rented equipment as herein provided, shall include full compensation to the Contractor for contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; for taxes paid to the Federal Government as required by the Social Securities Act, approved August 14, 1935, as amended; for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry, and for additional premiums paid on faithful performance

and labor and materials bonds required by reason of increase in the amount of work to be performed over and above that called for in the original contract.

All force account work shall be adjusted daily upon report sheets, furnished to the Engineer by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done.

5-1.04 PAYMENTS

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.05 WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "Water Conservation" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

5-1.06 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions of Section 7-1.01I, "Sound Control Requirements" of the Standard Specifications and the City noise ordinance.

5-1.07 DUST CONTROL REQUIREMENTS

Dust control shall conform to Section 10, "Dust Control," of the Standard Specifications and these special provisions.

The third paragraph of Section 10-1.01 "Description," of the Standard Specifications is amended to read:

It is understood that the provision in Section 10, "Dust Control," will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience due to the current need to conserve water.

Payment for water and developing water supply shall be included in the various contract bid items and no additional compensation shall be made.

5-1.08 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Section 7-1.01D, "Vehicle Code," and 7-1.02, "Weight Limitations," of the Standard Specifications and these special provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

5-1.09 PERMITS

Attention is directed to Section 7-1.04, "Permits and Licenses," of the Standard Specifications.

The Contractor will be required to obtain construction permits, a Class A and City of Alameda business license as required for contract work. City of Alameda construction permits shall be obtained and paid for by the Contractor. However, the Contractor will be reimbursed for construction permit fees. Payment shall be at the contract lump sum price of the actual cost of the permit. The estimated amount shown in the bid proposal is only for bidding purposes. The actual payment will be the amount of the permit. The cost for a City of Alameda business license is not refundable and no reimbursement will be made under this pay item.

The Contractor must maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

At minimum, Contractor must have active California general contractor license with Hazardous Waste certificate and must be in good standing with the Contractor's State License Board. Contractor must be prepared, if so requested by the City, to present additional evidence of his/her experience, qualifications and financial ability to carry out the terms of the Contract. Contractor shall, upon request, make available to the City proof of Health and Safety Training program, medical fitness examinations for all on site personnel and certification that on site personnel have received training in accordance with 29 CFR 1910.120.

5-1.10 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

5-1.11 FINAL INSPECTION

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection. Contractor shall notify Engineer in writing and telephone to schedule a final inspection.

5-1.12 FINAL GUARANTEE

It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary in completion of the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper, or inferior workmanship or materials arising or discovered in any part of the contract work within one year after the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

5-1.13 SCHEDULE OF PREVAILING WAGES

Pursuant to Section 1770 of the California Labor Code and to

the following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director to the California Department of Industrial Relations. The successful bidder shall post a copy of such determination at the job site.

Pursuant to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates are applicable unless the State wage rates are higher.

The latest general prevailing wage determination, issued by the Division of Labor Statistics and Research for those crafts normally associated with public works construction, is on file and can be reviewed at the Engineering Department, City Hall.

For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4281.

Attached are the wage determinations for those crafts associated with this project (See "Exhibit C" included with this proposal).

5-1.14 EQUAL AND/OR APPROVED EQUAL

Wherever the term "or equal" and/or "approved equal" are used following a trade name or the mention of any patented product in the specifications, they shall be deemed to read "or its equal in quality and utility", and shall be deemed to read "or their equals in quality and utility" where two or more such trade names or patented products are mentioned. If any trade name or patented product or process is mentioned in these specifications and is not followed by any such term as "or equal", such trade name or patented product or process shall be deemed to be followed by the words "or its equal in quality and utility" or "or their equals in quality and utility" if more than one is mentioned. Trade names, proprietary products and methods are used merely as standards of quality and utility and to designate the type of material and processes desired. Materials and processes of equal quality and utility may be furnished or used but must be approved in writing by the Engineer.

Submission of data substantiating a request for a substitution of an "equal" item shall be done within a period of thirty days after the award of the contract.

SECTION 6. BLANK

SECTION 7. BLANK

SECTION 8. MATERIALS

8-1.00 MISCELLANEOUS

8-1.01 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project, shall occur in the United States. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-107, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel prior to incorporating such materials into the work.

8-1.02 CITY FURNISHED MATERIAL

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The City will not furnish any materials.

8-1.03 RECYCLING OF CONCRETE AND ASPHALT MATERIALS

The contractor shall dispose of at least 80% of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The 80% shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the Engineer. The contractor shall submit a request and proof in writing if unable to achieve this 80% goal. Listed below are facilities that will accept construction and demolition waste materials.

LIST OF PROCESSORS BY MATERIAL

This guide is a listing of facilities/processors that accept construction and demolition waste materials. This is not a complete and comprehensive list; it is intended to be a quick reference guide to assist contractors and the general public recycle their construction and demolition debris.

Please call each facility for accepted materials, hours of operation, and the terms and conditions prior to delivering your materials.

■ ASPHALT & CONCRETE

AMERICAN ROCK & ASPHALT (510) 233-8362

961 Western Drive, Richmond

- . Clean asphalt
- . Clean concrete
- . Concrete with steel
- . Clean rock
- . Bricks

Fee schedule on file

COUNTY QUARRY PRODUCTS, INC. (510) 682-0707

5501 Imhoff Drive, Martinez

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar

Fee schedule on file

EAST BAY EXCAVATING (EBX) (510) 538-5080

IVALDI BROS. ASPHALT CO.

28814 Mission Boulevard, Hayward

- . Clean concrete
- . Clean asphalt (broken or grindings)
- . Concrete with rebar

GALLAGHER & BURK, INC.

(510) 261-0466

Leona Quarry
7100 Mountain Boulevard, Oakland
. Clean concrete
. Clean asphalt
. Clean concrete and asphalt mix
(no rebar)

Fee schedule on file

JAMIESON CO.

(510) 455-9000

501 El Charo, Pleasanton
(Commercial account customers only)
. Clean asphalt
. Clean concrete
. Clean fill material

No fee charged to customers

RMS LONESTAR QUARRY

(510) 846-2824

Stanley Boulevard, Pleasanton
(Commercial account customers only)
. Clean asphalt
. Clean concrete
. Clean fill

Fee: \$10.00 per load

SPECIALTY CRUSHING

(510) 490-9259

(Portable equipment brought
facility/sites)
. Concrete with rebar
. Concrete with wire mesh, asphalt,
brick or ceramic products embedded

**ZANKER LANDFILL/
MATERIAL RECOVERY SYSTEM**

(408) 263-2383

705 Los Esteros Way, San Jose
. Clean concrete
. Mixed concrete (with minor dirt)
. Other demolition waste

Fee schedule on file

**ZANKER ROAD LANDFILL/
MATERIAL RECOVERY SYSTEM**

(408) 263-2383

705 Los Esteros Way, San Jose
. Uncontaminated dirt

Fee \$10.00 per yd

8-2.00 PORTLAND CEMENT CONCRETE

All concrete shall be Class "B" unless otherwise specified and shall meet the requirements of the Standard Specifications, Section 90. If it is found necessary to increase the slump of concrete at the site of the work it shall be done only by the addition of 16 pounds of cement (1/6 sack) per gallon of water. Such addition shall be made only at the direction of the Engineer and in his presence.

All edges of concrete shall be edged with a cement edger of the size 2-3/4" in width with a 3/16" radius. All joints or grooves that are indicated on the plans or required by the Engineer shall be marked with cement groovers or jointers 4" in width and having a groove 3/8" wide at the top and a depth of 1/4" to 1/2".

A power driven pavement saw shall be used to cut existing Portland cement concrete sidewalk, curb and gutter, where it is necessary to remove the concrete. The kerf shall be a minimum of 1-1/2" and straight; and, if two cuts are made, they shall be parallel. The kerf shall be deep enough to permit complete breakage of the concrete without ragged edges.

All concrete with exposed surfaces, such as sidewalk, curb, gutter, local depressions, driveway and catch basin tops shall be colored by addition to the mix a proportionate amount of the best quality lampblack, such proportion to be determined by the Engineer.

All new or previously existing concrete surfaces shall be left neat, clean and free from concrete droppings. The Contractor shall be responsible for preventing vandals or others from disfiguring or defacing the finished surfaces. Any new concrete surfaces disfigured due to pouring late in the day, or due to the failure on the part of the Contractor to provide adequate protection or covering to the new surfaces, shall be replaced at the Contractor's expense.

The name of the Contractor shall be stamped upon both ends of each single piece of any concrete work, as called for by Section No. 5-153 of the Municipal Code.

All exposed surfaces shall be cured by the waterproof membrane method, conforming to Standard Specifications, Section 90-7.01C, to the satisfaction of the Engineer.

8-3.00 GRAY IRON CASTINGS

All structure frames and covers shall conform to the requirements of the Specifications of the American Society for Testing and Materials, Serial Designation A 48-46, Class 40, or latest revision.

8-4.00 REINFORCING STEEL

Reinforcing steel shall meet the requirements of Section 52, Articles 52-1.01 through 52-1.09 of the Standard Specifications. Compensation for reinforcing steel in place shall be included in the unit price or lump sum bid for the structure in which the reinforcing steel is to be placed.

SECTION 9. DESCRIPTION OF WORK

9-1.00 General Work Description

The project consists of underground storage tank removal at 2476 Main Street.

UST Removal (BASE BID): The work to be done includes:

1. Secure all necessary permits;
2. Prepare a site specific Health and Safety Plan;
3. Secure the work area during work activities, including providing temporary construction fencing around site;
4. Remove all asphalt concrete and concrete stockpile, and existing concrete slab;
5. Excavate and temporarily stockpile overlying soil;
6. Remove any product from within the underground storage tanks (USTs);
7. Disconnect and properly abandon any utilities associated with the USTs;
8. Inert the USTs with dry ice or other approved means;
9. Remove two 6000-gallon USTs and any associated piping;
10. Perform dust control to minimize airborne dust impacting adjacent properties as necessary;
11. Break, cut, and remove the product lines belowgrade;
12. Load, haul, and dispose of USTs and any removed piping;
13. Remove, load, and dispose of up to 160 Tons of contaminated soil from zones 2 and 3. See Underground Storage Tank Location Oversight Report;
14. Load, haul, and backfill the excavations to grade with compacted City supplied backfill material from the Ferry Terminal Overflow Lot;
15. Regrade site to level condition.

All work is to be in conformance with the plans and specifications and as required by the Engineer. The contract shall include all work necessary to make the job complete as herein specified or as shown on the plans.

9-2.00 Reports

The following reports are incorporated and are a part of these specifications.

Exhibit A - ACC Environmental Consultants Underground Storage Tank Location Oversight Report dated May 20, 1999.

Exhibit B - ACC Environmental Consultants Underground Storage Tank Location Oversight Report Supplement dated August 19, 1999.

SECTION 10. CONSTRUCTION DETAILS

10-1.00 GENERAL

10-1.01 ORDER OF WORK

The order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to Section 10-1.07, "Maintaining Traffic" and Section 10-1.37, "Temporary Traffic Striping" of these special provisions and to the stage construction sheets of the plans.

The Contractor shall coordinate his work with all other contractors or utility companies working in the construction area.

10-1.02 WATER POLLUTION CONTROL

Water pollution control shall conform to the requirements in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

10-1.03 BLANK

10-1.04 CONSTRUCTION SITE CONTROLS

The contractor shall develop and install appropriate temporary controls (structural, such as hay bales to trap sediment and pollutants, and non-structural, such as management practices to prevent spills) to minimize erosion and pollutants in runoff generated during the construction activities.

Procedures should be developed to ensure that appropriate measures to control pollutants are considered during the planning phase, before construction begins; implemented during the construction phase. The objective of this program is to ensure that the City and County of Alameda Runoff Clean Water Program is adequately enforced.

The contractor shall provide documentation which promotes

the following conditions:

- A. Prevention and control of erosion and sedimentation;
- B. Source control of potential pollutants;
- C. Control and treatment of runoff from graded and undisturbed areas;
- D. Protection of adjacent properties; and
- E. Proper operation and maintenance of all BMPs (Best Management Practices).

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction.

10-1.05 OBSTRUCTIONS - UNDERGROUND UTILITIES (HIGH RISK FACILITIES)

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct wire or other structure. Regional notification center is Underground Service Alert (USA) 1-800-642-2444.

The location of utility facilities and other structures shall be the responsibility of the Contractor. **Existing utilities** that service the property shall be terminated at the property line per City of Alameda and applicable utility agency standards. Utility and sewer services shall be removed from the back of property line to building footing. Precautions shall be exercised to provide bearing under existing utility lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these utilities are abandoned, they may, with the permission of the City Engineer, be removed and not replaced.

The owners of pipes, wires, conduits, vaults and other

utilities other than sewers, located within the construction site, which could conflict with the proposed work will be notified by the Engineer to remove or adjust same, without cost to the contractor, to such extent as will allow the prosecution of the work described herein according to the necessities thereof and in accordance with these specifications. Wherever and whenever the Contractor anticipates working in the areas from which utilities must be removed at the expense of others, he shall notify the Engineer sufficiently in advance to permit the owners thereof to rearrange or abandon such utilities, and he shall cooperate with the owners thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that such services are damaged or interrupted, the Contractor shall immediately, at his own expense, restore such services in a manner satisfactory to the Engineer. In the event that an interruption of services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of the work area.

10-1.06 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section 6-1.02, "Public Safety," in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The provisions of Section 7-1.08 of the Standard Specifications, regarding State-furnished signs, are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for Use

in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations.

Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instructions to Flagmen", published by the California Department of Transportation. Section 12-2.02 is revised to provide that all flagmen shall be furnished by the Contractor at his expense.

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with florescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Payment for traffic control shall be included in the contract unit price lump sum for the various work items and no additional compensation shall be made therefor.

10-1.07 SUPERINTENDENCE

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer, in writing, and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

10-1.08 BLANK

10-1.09 INSPECTION

The Engineer shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspection may be provided. Any work done in the absence of the Engineer will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

10-1.10 WORKING HOURS

Work at the job site may be from 7:00 a.m. to 7:00 p.m. only, Monday through Friday.

Any work done beyond the normal work hours (7:00 a.m. to 3:30 p.m.) For the City employee (i.e., inspector) the Contractor will have to pay the overtime salary of the employee. Contractor must reimburse the City for any reinspection of rejected or defective work.

10-1.11 EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Except as otherwise designated for damaged materials in Section 15-2.04, "Salvage," of the Standard Specifications, the materials to be salvaged shall remain the property of the City, and shall be hauled to the City's Maintenance Service Center at 1616 Fortmann Way, Alameda, and stockpiled.

The Contractor shall notify the Engineer a minimum of 48 hours prior to hauling salvaged materials to the Maintenance Service Center.

10-1.12 DISPOSAL OF EXCAVATED MATERIALS

All designated materials will be disposed of in localities outside of the City of Alameda at the discretion of the Contractor. See Section 8-1.03 for requirements pertaining to recycling of concrete and asphalt materials.

10-1.13 CONTAMINATED/HAZARDOUS SOIL

Attention is directed to the following specification in the event contaminated and/or hazardous soil is encountered during excavation of the underground storage tanks.

A. STOCKPILING:

Based on analytical results of the soil samples collected in the vicinity of the proposed project location, there is the possibility that contaminated and/or hazardous soil may be encountered (see attached Environmental Report) in Zones 2 and 3. Any additional contaminated and/or hazardous soil, outside the designated limits, will be removed and disposed, if determined by the Engineer, at proper disposal facilities.

In the event any excavated contaminated and/or hazardous soils are stockpiled onsite for the purpose of proper disposal at an accepting landfill, stockpiled soil shall be placed on and under 60-mil polyethylene sheeting and secured with a 6-foot high perimeter chain-link fence and lock. The Contractor shall direct runoff from excavated contaminated soil back into the excavation for proper removal; see Section 10-1.17. (Conversion from volume to tonnage of contaminated and/or hazardous excavated soil was based on soil weight of 130 pcf). The Contractor shall be responsible for maintaining the integrity of the plastic sheeting during its use. If the sheeting is damaged during stockpiling and removal operations, the Contractor shall be responsible for replacing the sheeting with equivalent or greater thickness than that specified and shall be responsible for the cost of inspecting, sampling, and/or removing and disposal of soil affected by pollutants due to the damage sheeting.

Weighmaster Certificates. Weighmaster certificates will be required for this work.

Payment shall be at the contract unit price per ton of Class II contaminated soil stockpiled, off-hauled and disposed at an accepting landfill as specified in Section 10-1.15, Underground Storage Tank Removal, and shall include full compensation for

furnishing all labor, material, tools, equipment and incidentals, and for doing all work.

Provide a contract unit price per ton for Class I hazardous soil stockpiled, off-hauled and disposed at an accepting landfill as specified in Section 10-1.15, Underground Storage Tank Removal, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work.

B. BACKFILL EXCAVATION:

In the event the Engineer has determined that the contaminated and/or hazardous soil shall be removed, the Contractor shall backfill the affected excavation with material from the Relocated Stockpiled soil; see Section 10-1.15. This material shall be placed in one (1) foot compacted lifts. The level of effort for compaction shall be minimal.

Payment for Backfill Excavation shall be at the contract lump sum price of Relocated Stockpiled soil in place as specified in Section 10-1.16, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all work.

C. EXPERIENCE AND WORKMANSHIP:

The Contractor performing this work **MUST** be familiar with all applicable regulations covering the removal or disturbance of contaminated and hazardous material. The Contractor must possess all required licenses, certificates and training required to perform the type of work. The Contractor must be familiar with disposal requirements of contaminated and hazardous material.

A complete work plan, which shall be referred to as the Contractor's Written Compliance Program (as per 29 CFR 1910.120), shall outline the methods and controls to be followed by the Contractor and each Sub-contractor during the performance of their work. The Contractor's Written Compliance Program must be submitted to the Owner prior to the start of work.

It is the Contractor's responsibility to maintain adequate controls and perform any personal monitoring to insure worker safety for the duration of the work. An initial exposure determination shall be supplied to the Owner prior to the start of work.

Payment shall be included in the various contract bid items and no additional compensation shall be made.

D. APPLICABLE STANDARDS:

Unless otherwise specified or defined, the Contractor shall follow all federal, state and local regulatory agency rules, regulations and standards regarding the excavation, stockpiling, transporting and disposal of contaminated soil.

All work shall be performed in accordance with the latest regulations from the Occupational Safety and Health Administration (OSHA), the State of California Division of Occupational Safety and Health (DOSH), the State of California Department of Industrial Relations (CAL/OSHA), the recommendations of the National Institute of Occupational Safety and Health (NIOSH), California Department of Health Services and any other applicable Federal, State and Local Government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provision is applicable.

10-1.14 DISPOSAL ACTIVITIES

A. It is the responsibility of the Contractor to comply with current federal, state and local regulations concerning the waste handling, transportation, and disposal of contaminated and hazardous material.

B. The Contractor will document actual disposal of the waste at the designated landfill by completing Disposal Certificate or submitting proof of landfill receipt.

10-1.15 UNDERGROUND STORAGE TANK REMOVAL

The project consists of the removal of underground storage tanks, including all contents and additional environmental (if any) abatement for these special provisions.

UST REMOVAL and BACKFILLING EXCAVATIONS. UST Removal shall consist of excavation and removal of two (2) 6000 gallon underground storage tanks, including associated piping.

Contractor shall furnish all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for tank removal, clean-up, decontamination, and all other work in accordance with these specifications, in accordance with the

latest regulations from the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the State of California Division of Occupational Safety and Health (DOSH), the State of California Department of Industrial Relations (Cal/OSHA), the recommendations of the National Institute of Occupational Safety and Health (NIOSH), and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provision is applicable.

The work specified herein shall be performed by competent persons trained, knowledgeable and qualified in the techniques of underground tank removal, disposal and subsequent cleaning of contaminated areas.

Payment. Removal of the Underground Storage Tanks shall be paid at the contract lump sum price and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work and disposing of material removed from the tanks as specified in these special provisions and as directed by the Engineer, including removing and off-hauling and disposal of asphalt concrete, concrete stockpile and existing concrete slab, and Temporary construction fencing.

10-1.16 RELOCATED STOCKPILED SOIL

Source of backfill material is to be obtained at the Ferry Terminal Overflow Lot as designated in the field by the Engineer during the tank removal. Existing stockpiled soil shall be for backfill at the UST Removal site. Any remaining soil not used to fill the void from the removed tanks shall be graded smooth on site, as directed by the Engineer.

Contractor shall visit the site and shall familiarize themselves with the proposed work areas prior to bidding.

Payment shall be at the contract unit price per cubic yard to load, haul, dump and compact and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.

10-1.17 CONTAMINATED WATER

The ground water level is subject to tidal fluctuations in the area of the Underground Storage Tanks. After removal of the tanks and impacted soil, the remaining void will fill up with tidal water. The Contractor shall pump and remove the top six inches of solution. Purging the excavation of tidal water to remove contaminants may require a minimum of five flushings. The City will test water for continents.

Payment shall be at the contract unit price per gallon and shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and doing all work, including storage, pumping, and disposing of material removed as specified in these special provisions and as directed by the Engineer.

SECTION 10-1.18.

Specifications and Special Provisions

No. P.W. 06-99-18

Filed:

Underground Storage Tank
Removal at 2476 Main Street
Alameda, California

Proposal to the COUNCIL of the
CITY OF ALAMEDA:

The undersigned declares that he has carefully examined the location of the proposed work and the Plans, Specifications, and Special Provisions therefor, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Plans, Specifications and Special Provisions for the unit prices set forth in the following schedule:

UNDERGROUND STORAGE TANK REMOVAL

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
BASE BID				
1.	1 lump sum	Permits		
		@ _____		
		_____	\$ 1,000	\$ 1,000
		Per Lump Sum		
2.	1 Lump Sum	Tank Removal (2-6,000 Gallon Tanks)		
		@ _____		
		_____	\$ _____	\$ _____
		Per Lump Sum		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
3.	160 Ton	Contaminated Soil (Class II)		
		@ _____		
		_____	\$ _____	\$ _____
		Per Ton		
4.	140 CY	Relocated Soil		
		@ _____		
		_____	\$ _____	\$ _____
		Per Cubic Yard		
5.	2,000 GALLONS	Contaminated Water		
		@ _____		
		_____	\$ _____	\$ _____
		Per Gallon		

TOTAL BID

TOTAL BID \$ _____

UNIT COST FOR REMOVAL AND DISPOSAL OF CLASS I HAZARDOUS SOIL.

Contaminated Soil (Class I)

@ _____

_____ \$ _____ \$ _____

Per Ton

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within twenty days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____
Signature of Person on Behalf of Firm _____

Business Address _____

Zip Code _____

Dated: _____

<u>Name</u>	<u>Title</u>	<u>Address</u>
(Of Officers or Partners)		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his own name, sign his own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

SECTION 11. BLANK

SECTION 12. BLANK

SECTION 13. BLANK

SECTION 14. FEDERAL REQUIREMENTS

THE FOLLOWING FORMS WILL BE REQUIRED BY THE AWARDED
CONTRACTOR AT THE TIME OF THE PRECONSTRUCTION MEETING

1. CONTRACT CLAUSE - NEW RESTRICTIONS ON LOBBYING
2. CERTIFICATION REGARDING LOBBYING
3. DISCLOSURE OF LOBBYING ACTIVITIES
4. INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF
LOBBYING ACTIVITIES
5. DISCLOSURE OF LOBBYING ACTIVITIES - CONTINUATION SHEET

CONTRACT CLAUSE
NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or subgrant is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract, subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form-LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations.

Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

CERTIFICATION REGARDING LOBBYING
(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORGANIZATION NAME

AWARD NUMBER

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>		
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>		
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p style="text-align: right;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>			<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>		
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>			
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: right;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>			
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>			

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, upon initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items which apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1. Examples include Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract number for a grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include appropriate prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from the lobbying entity. Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer, employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____

Page _____ of _____

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are indicated in Attachment A.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

CALIFORNIA

Area Covered - Alameda, Contra Costa and Marin Counties.

Goals and Timetables

Timetable	Goals for minority participation in each trade (percent)	Goals for female participation in each trade (percent)
Until further notice	25.6	6.9

Any questions that bidders may have on compliance with these Bid Conditions should be directed to the following agency:

U.S. Department of Labor
OFCCP Area Office
Oakland District Office
1301 Clay Street, Suite 1080N
Oakland, California 94612-5217

(510) 637-2938

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions are intended for use by Economic Development Administration Grantees. They contain specific EDA and other Federal requirements not normally found in non-Federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with EDA funds.

SUPPLEMENTAL GENERAL CONDITIONS

Exhibit B

- S1 Definitions
- S2 Required Provisions Deemed Inserted
- S3 Inspection by EDA Representatives
- S4 Construction Schedule and Periodic Estimates
- S5 Contractor's Title to Material
- S6 Inspection and Testing of Materials
- S7 "Or Equal" Clause
- S8 Patents
- S9 Claims for Extra Cost
- S10 Contractor's and Subcontractor's Insurance
- S11 Contract Security
- S12 Certification of Nonsegregated Facilities
- S13 Safety and Health Regulations for Construction
- S14 Minimum Wages
- S15 Withholding of Payments
- S16 Payrolls and Basic Records
- S17 Apprentices and Trainees
- S18 Copeland "Anti-Kickback" Provisions
- S19 Subcontracts
- S20 Termination and Debarment
- S21 Overtime Requirements
- S22 Equal Employment Opportunity
- S23 Other Prohibited Interests
- S24 Employment of Local Labor
- S25 Signs
- S26 Historical and Archeological Data Preservation Act of 1974
- S27 Clean Air and Federal Water Pollution Control Act
- S28 Use of Lead-Based Paints on Residential Structures

Exhibit B

SUPPLEMENTAL GENERAL CONDITIONS

S-1 DEFINITIONS

The following terms as used in these Supplemental General Conditions are respectively defined as follows:

- a. "Contractor": A person, firm, or corporation with whom this Contract is made by the Owner.
- b. "Subcontractor": A person, firm, or corporation supplying labor and materials or only labor, for work at the site of the project, for and under separate contract or agreement with the Contractor.
- c. "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.
- d. "Apprentice": (1) A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau; or (2) a person in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship council (where appropriate) to be eligible for probationary employment as an apprentice.
- e. "Trainee": A person receiving on-the-job training in a construction occupation under a program which is approved (but not necessarily sponsored) by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and which is reviewed from time to time by the Manpower Administration to insure that the training meets adequate standards.

S-2 REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

S-3 INSPECTION BY ECONOMIC DEVELOPMENT REPRESENTATIVES

The authorized representatives and agents of the Economic Development Administration shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

S-4 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

S-5 CONTRACTOR'S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

S-6 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner shall pay for all laboratory inspection service directly, and not as part of the contract.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended users.

S-7 "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the Plans or in the specifications by reference to manufacturers' or vendors' names, tradenames, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturers and vendors which will perform adequately the duties, imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

S-8 PATENTS

The Contractor shall hold and save the owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contractor, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.

License or Royalty Fee: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to

the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he/she shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his/her Sureties shall indemnify and hold harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

S-9 CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order to the Architect/Engineer approved by the Owner.

S-10 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he/she has obtained all the insurance required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. Types of insurance recommended by the Economic Development Administration are
 1. Workmen's Compensation
 2. Contractor's Public Liability and Property Damage
 3. Contractor's Vehicle Liability
 4. Subcontractors Public Liability, Property Damage and Vehicle Liability
 5. Builder's Risk (Fire and Extended Coverage)
- b. Scope of Insurance and Special Hazards. The

insurance described above shall provide adequate protection for the Contractor and his/her claims which may arise from operations under this contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazards which may be encountered in the performance of this contract.

- c. Proof of Carriage of Insurance The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies.

S-11 CONTRACT SECURITY

If this contract is for an amount in excess of \$100,000 the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Economic Development Administration. If this contract is for an amount less than \$100,000 the Owner will specify the amount of the payment and performance bonds.

S-12 CERTIFICATION OF NONSEGREGATED FACILITIES

- a. A certification of nonsegregated facilities as required by 41 CFR 60-1.8, must be submitted prior to the award of Federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause. (see Form ED-120, Item 3) construction contract awards exceeding \$10,000 Contractors receiving Federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause shall be required to provide for the forwarding of the following

notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

- (1) A certification of nonsegregated facilities as required by the 32 CFR 7439, May 19, 1967, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause shall be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

S-13

SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

In order to protect the lives and health of his/her employees under the contract, the Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act as pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his/her plan, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

S-14

MINIMUM WAGES

All mechanics and laborers employed or working on the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949 in the construction or development of the project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv).

Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Owner shall require that any class of laborers and mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformable to the wage determination and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the questions accompanied by the recommendation of the contracting officer shall be referred to the Secretary of

representatives to interview employees during working hours on the job.

S-17

APPRENTICES AND TRAINEES

Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the Bureau of Apprenticeship and Training, U. S. Department of Labor; or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, U. S. Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his/her entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section S-1e herein and is not registered as above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The Contractor or subcontractor shall be required to furnish to the Owner written evidence of the registration of his/her program and apprentices as well as of the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the contract work.

Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the U. S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, and when the subparagraph below is applicable, in accordance with the provisions of Part 5, Subpart A, Title 29, Code of Federal Regulations.

On contracts in excess of \$10,000, the employment of all laborers and mechanics, including apprentices and trainees, as defined in Section 29 CFR 5.5 shall also be subject to the provisions of Part 5, Subpart A, Title 29, Code of Federal Regulations. Apprentices and trainees shall be hired in accordance with the requirements of Part 5, Subpart A.

The provisions of Sections S-14, S-15, and S-17 shall be applicable to every invitation for bids, and to every negotiation, request for proposals, or request for quotations, for an assisted construction contract, and to every such contract entered into on the basis of such invitation or

negotiation. Part 5, Subpart A, Title 29, Code of Federal Regulations shall constitute the conditions of each assisted contract in excess of \$10,000, and each Owner concerned shall include these conditions or provide for their inclusion, in each such contract. These "Supplemental General Conditions" shall also be included in each such contract.

S-18 COPELAND "ANTI-KICKBACK" PROVISIONS

The Contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference.

S-19 SUBCONTRACTS

The Contractor shall insert in any subcontracts these same "Supplemental General Conditions."

S-20 TERMINATION AND DEBARMENT

A breach of any one of the Sections S-15 through S-19 may be considered by the Owner and by the Economic Development Administration as grounds for termination of the contract and for debarment as provided in 29 CFR 5.6.

S-21 OVERTIME REQUIREMENTS

No Contractor nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he/she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his/her basic rate of pay for all hours in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in the subsection above, the Contractor and any subcontractor responsible therefor, shall be liable to any affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District of Columbia or to such territory) for liquidated damages. Such liquidated

all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy

- manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, Supervisors, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 14 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to

prepare for, through appropriate training, etc., such opportunities.

- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority.

Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. The goals for minority and female participation in each trade will be furnished by the Economic Development Administration of the U. S. Department of Commerce.

S-23

OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

S-24

EMPLOYMENT OF LOCAL LABOR

The maximum feasible employment of local labor shall be made in the construction of public works and development facility projects receiving direct Federal grants. Accordingly, every Contractor and subcontractor undertaking to do work on any such project which is or reasonably may be done as on-site work, shall employ, in carrying out such contract work, qualified persons who regularly reside in the designated area where such project is to be located, or in the case of Economic Development Centers, qualified persons who regularly reside in the center or in the adjacent or nearby redevelopment areas within the Economic Development District, except:

- a. To the extent that qualified persons regularly residing in the designated area or Economic Development District are not available.
- b. For the reasonable needs of any such Contractor or subcontractor, to employ supervisory or specially experienced individuals necessary to assure an efficient execution of the Contract.
- c. For the obligation of any such Contractor or subcontractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that in no event shall the number of non-resident persons employed under this subparagraph exceed twenty percent of the total number of employees employed by such Contractor and his/her

subcontractors on such project.

Every such Contractor and subcontractor shall furnish the United States Employment Service Office in the area in which a public works or development facility project is located with a list of all positions for which it may from time to time require laborers, mechanics, and other employees, the estimated numbers of employees required in each classification, and the estimated dates on which such employees will be required.

The Contractor shall give full consideration to all qualified job applicants referred by the local employment service, but it is not required to employ any job applicants referred whom the Contractor does not consider qualified to perform the classification of work required.

The payrolls maintained by the Contractor shall contain the following information: full name, address, and social security number and a notation indicating whether the employee does, or does not, normally reside in the area in which the project is located, or in the case of an Economic Development Center, in such center or in an adjacent or nearby redevelopment area within the Economic Development District, as well as an indication of the ethnic background of each worker.

The Contractor shall include the provisions of this condition in every subcontract for work which is, or reasonably may be, done as on-site work.

S-25

SIGNS

The Contractor shall supply, erect, and maintain a project sign (Exhibit I) according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: Sign A: 4' x 8' x 1 7/8" Sign B: 4' x 8' x 3/4"

Materials: Face: Sign A - 1/4" tempered Masonite
Sign B - 3/4" or greater shop sanded
(or exterior) Plywood (one
side only)

Framing: Sign A - 2" x 4" nominal on four sides and

center cross bracing
center cross bracing only

Supports: 4" x 4" x 12' nominal post

Assembly: Sign A: 2" x 4" frame to fit 4' x 8' board with
2" x 4" cross braces
Sign B: To be mounted directly to the 4" x 4"
post, with cross bracing

Mounting: Signs A and B are to be mounted to the 4" x 4"
post with a 3/8" minimum bolt and nut, four on
each side of the sign. Each bolt is to have two
washers, one between the sign and the head of the
bolt and the other between the post and the nut.

Erection: 4" x 4" posts are to be set three to four feet
deep into concrete 12" in diameter.

Paint: Face: Three coats outdoor enamel (sprayed)
Rear: One coat outdoor enamel (sprayed)

Colors: Crimson Red, Stark White and Royal Blue.
Specifically, white background; "JOBS" in red;
"for your community" in blue; "EDA" logo and
"PROVIDED BY EQUAL OPPORTUNITY EMPLOYERS, in
partnership with the U. S. DEPARTMENT OF
COMMERCE - Economic Development Administration"
in black. "By working together we can provide
economic opportunities for Americans" in black.

Lettering: Silk screen enamels.
Lettering sizes and positioning will be as
illustrated.

Project signs will not be erected on public highway
rights-of-way.

Location and height of signs will be coordinated with the
agency responsible for highway or street safety in the
area, if any possibility exists for obstruction to traffic
line of sight.

If, at the end of the project, the sign is reusable, it
shall be disposed of as directed by the EDA Regional Office.

Whenever EDA Site Sign specifications conflict with State
law or local ordinances, the EDA Regional Director may
modify such conflicting specifications so as to comply with
that State law or local ordinance.

S-26

HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION ACT
OF 1974

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction, to consult with the State Historic Preservation Officer for recovery of the items.

Reference: National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470) and Executive Order No. 11593 of May 31, 1971.

S-27

CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER
POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN
WATER ACT OF 1977

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- a. The term "facility" means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations; (b) owned, leased, or supervised; (c) by the Contractor and the subcontractors; (d) for the construction, supply and service contracts entered into by the Contractor;
- b. that any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- c. that in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be cancelled, terminated, or suspended in whole or in part;
- d. that it will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- e. that it will promptly notify the Government of the receipt of any notice from the Director, Office of

Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

- f. that it will include the provisions of Paragraphs a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;
- g. that in the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractors' or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

S-28

USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES

If the work under this contract involves construction or rehabilitation of residential structures, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (see 42 U.S.C. 4831). The Contractor shall assure that paint used on the project on applicable surfaces does not contain lead in excess of the percentages set forth in Paragraphs (a) and (b) of this section. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total nonvolatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

- (a) For paint manufactured after June 22, 1977, paint may not contain lead in excess of 6 one-hundredths of 1 percent (.00006) lead by weight.
- (b) For paint manufactured on or before June 22, 1977,

paint may not contain lead in excess of five-tenths of 1 percent lead by weight.

As a condition to receiving assistance under the Act, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of Federal funds.

Definitions

- (1) "Applicable surfaces" are those exterior surfaces which are readily accessible to children under 7 years of age.
- (2) "Residential structures" means houses, apartments, or other structures intended for human habitation, including institutional structures where persons reside, which are accessible to children under 7 years of age, such as day care centers, intermediate and extended care facilities, and certain community facilities.

Exhibit B

GENERAL PREVAILING WAGE RATES

General Decision Number CA980029

Superseded General Decision No. CA970029

State: California

Construction Type:

BUILDING
DREDGING
HEAVY
HIGHWAY

County(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date

0	02/13/1998
1	03/13/1998
2	03/20/1998
3	03/27/1998
4	04/17/1998
5	05/29/1998
6	07/17/1998
7	07/24/1998
8	08/07/1998
9	08/28/1998

General Decision Number CA990029

Superseded General Decision No. CA980029

State: California

Construction Type:

BUILDING
DREDGING
HEAVY
HIGHWAY

County(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/05/1999
1	02/12/1999
2	02/19/1999
3	03/12/1999
4	04/16/1999
5	05/28/1999
6	06/04/1999
7	07/02/1999
8	07/09/1999
9	07/16/1999
10	08/06/1999

COUNTY(ies):

ALAMEDA	MARIPOSA	SAN MATEO
CALAVERAS	MERCED	SANTA CLARA
CONTRA COSTA	MONTEREY	SANTA CRUZ
FRESNO	SAN BENITO	STANISLAUS
KINGS	SAN FRANCISCO	TUOLUMNE
MADERA	SAN JOAQUIN	

ASBE0016A 05/01/1999

	Rates	Fringes
INSULATOR/ASBESTOS WORKER		
Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	34.78	7.38

* ASBE0016E 05/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not

22.01	4.28
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* ASBE0016F 05/01/1999

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		

ASBESTOS REMOVAL WORKER/
HAZARDOUS MATERIAL HANDLER

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not

22.01	4.28
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BOIL0092A 10/01/1998

	Rates	Fringes
BOILERMAKER	29.31	9.81
TUBE WELDER	30.81	9.81

BIDDER'S PROPOSAL

SECTION 10-1.18.

Specifications and Special Provisions

Proposal to the COUNCIL of the CITY OF ALAMEDA:

No. P.W. 06-99-18

Filed:

The undersigned declares that he has carefully examined the location of the proposed work and the Plans, Specifications, and Special Provisions therefor, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Plans, Specifications and Special Provisions for the unit prices set forth in the following schedule:

Underground Storage Tank
Removal at 2476 Main Street
Alameda, California

UNDERGROUND STORAGE TANK REMOVAL

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
BASE BID				
1.	1 lump sum	Permits		
		@ _____		
		Per Lump Sum	\$ 1,000	\$ 1,000
2.	1 Lump Sum	Tank Removal (2-6,000 Gallon Tanks)		
		@ _____		
		Per Lump Sum	\$ _____	\$ _____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
3.	160 Ton	Contaminated Soil (Class II)		
		@ _____		
		_____	\$ _____	\$ _____
		Per Ton		
4.	140 CY	Relocated Soil		
		@ _____		
		_____	\$ _____	\$ _____
		Per Cubic Yard		
5.	2,000 GALLONS	Contaminated Water		
		@ _____		
		_____	\$ _____	\$ _____
		Per Gallon		

TOTAL BID

TOTAL BID \$ _____

UNIT COST FOR REMOVAL AND DISPOSAL OF CLASS I HAZARDOUS SOIL.

Contaminated Soil (Class I)

@ _____

_____ \$ _____ \$ _____

Per Ton

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within twenty days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____
Signature of Person on Behalf of Firm _____

Business Address _____

Zip Code _____

Dated: _____

<u>Name</u>	<u>Title</u>	<u>Address</u>
(Of Officers or Partners)		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his own name, sign his own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

BRCA0003B	08/01/1998		
		Rates	Fringes
MARBLE FINISHER		21.12	4.97

BRCA0003D	08/01/1998		
		Rates	Fringes
MARBLE SETTER		25.89	12.92

* BRCA0003G	07/01/1999		
		Rates	Fringes
SAN FRANCISCO AND SAN MATEO COUNTIES:			
BRICKLAYER		29.45	9.75

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: \$5.00 per day additional.

Additionally, for work in direct contact with raw sewage: \$2.50 per day additional.

Operating a saw or grinder: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

On one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): \$10.00 per day additional.

* BRCA0003K	07/01/1999		
		Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN BENITO AND SANTA CLARA COUNTIES:			
BRICKLAYER		28.67	8.53

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:			
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BRICKLAYER		24.45	7.05
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FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$5.00 per day above the regular wage.

In addition to the daily allowance specified in the preceding sentence, all employees working in direct contact with raw sewage shall receive an additional allowance of \$2.50 per day above the regular wage.

Fifty cents (\$0.50) per hour extra will be allowed for operating a saw or grinder, provided such work is for the major portion of the day.

A gunite nozzle person shall receive \$1.00 per hour above the journeyman wage rate.

On one or two-person light-duty swinging scaffolds, from and including the seventh floor to the sky, \$10.00 per day over and above the regular wage shall be paid. The floors shall be determined by the number on the elevator identity or floor identity.

* BRCA00030 07/01/1999

	Rates	Fringes
MONTEREY AND SANTA CRUZ COUNTIES:		
BRICKLAYER	27.38	9.05

FOOTNOTES:

Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit: \$5.00 per day additional. In addition to the daily allowance specified in the preceding sentence, all workers working in direct contact with raw sewage: \$2.50 per day additional.

Operating a saw or grinder, provided such work is for the major portion of the day: \$0.50 per hour additional.

Gunite nozzle person: \$1.00 per hour additional.

Work on one or two person light duty swinging scaffolds, from and including the seventh floor to the sky (floors to be determined by the number on the elevator identity or floor identity): \$10.00 per day additional.

* BRCA0003Q 07/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
BRICKLAYER	22.35	8.15

BRCA0003T 04/01/1998

	Rates	Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:		
TILE SETTER	25.03	7.60
TILE FINISHER	13.06	5.27

* BRCA0004P 07/01/1999

	Rates	Fringes
TERRAZZO WORKER	29.33	5.70
TERRAZZO FINISHER	15.56	5.02

FOOTNOTE:

Base machine operator: \$.75 per hour additional.

CARP0003A 08/01/1998

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:		

DRYWALL INSTALLER/LATHER	26.00	9.725
DRYWALL STOCKER/SCRAPPER	13.00	5.255

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:

DRYWALL INSTALLER/LATHER	22.87	9.725
DRYWALL STOCKER/SCRAPPER	11.44	5.255

REMAINDER OF COUNTIES:

DRYWALL INSTALLER/LATHER	22.02	9.725
DRYWALL STOCKER/SCRAPPER	11.01	5.255

CARP0012E 09/01/1993

	Rates	Fringes
CALAVERAS, SAN JOAQUIN AND STANISLAUS COUNTIES:		

TILE FINISHER	12.80	3.12
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CARP0034A 07/01/1996

	Rates	Fringes
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DIVERS:

Diver standby	25.95	12.955
Diver wet pay	37.20	12.955
Tender	25.95	12.955
Saturation diver	45.80	12.955
Manned submersible	45.80	12.955
Manifold operator/life support Technician	29.55	12.955
Remote controlled vehicle-remote operated vehicle pilot	25.95	12.955
Bell winch operator	25.95	12.955

DEPTH PAY (Surface Diving):

50 to 100 ft	\$1.32/ft
100 to 150 ft	\$66.00 + \$1.85/ft
150 to 200 ft	\$158.00 + \$2.65/ft

200 ft and over \$291.00 + \$3.00/ft

CARP0034C 07/01/1997

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA
COUNTIES:

	Rates	Fringes
PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	25.91	10.165

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN,
STANISLAUS, AND TUOLUMNE COUNTIES:

PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	22.43	10.165

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:

PILEDRIVER	24.95	12.765
PILEDRIVER - BRIDGE BUILDER	23.28	10.165

* CARP0035A 07/01/1999

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA
COUNTIES:

	Rates	Fringes
CARPENTER	27.00	10.325
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	27.15	10.325
MILLWRIGHT	27.00	10.075

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN,
STANISLAUS, AND TUOLUMNE COUNTIES:

CARPENTER	22.52	10.325
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	22.67	10.325
MILLWRIGHT	23.17	10.075

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:

CARPENTER	23.87	10.325
HARDWOOD FLOORLAYER; SHINGLER; POWER SAW OPERATOR; STEEL SCAFFOLD AND STEEL SHORING ERECTOR; SAW FILER	24.02	10.325

MILLWRIGHT 24.52 10.075

CARP0035H 07/01/1997

	Rates	Fringes
MODULAR FURNITURE INSTALLER	16.00	6.905

ELEC0006A 12/01/1998

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES:		

COMMUNICATIONS AND SYSTEMS WORK:

Communications and systems installer	20.57	3% + 3.75
Communications and systems technician	23.42	3% + 3.75

SCOPE OF WORK:

Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE:

Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006D 06/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		

LINE CONSTRUCTION:

Line technician; ground person/driver	34.375	3% + 11.665
Cable splicer	38.67	3% + 11.665
Ground person	29.92	3% + 11.665

ELEC0006E 11/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
SIGN ELECTRICIAN	20.00	3%

FOOTNOTE:

Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. To be eligible for holiday pay the worker must work the first business day before and after said holiday.

ELEC0006H 06/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
ELECTRICIAN:		
Electrician	34.375	3% + 11.57
Cable splicer	38.67	3% + 11.57

ELEC0006K 12/01/1998

	Rates	Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		

COMMUNICATIONS AND SYSTEMS WORK:

Communications and systems installer	18.10	3% + 3.75
Communications and systems technician	20.61	3% + 3.75

SCOPE OF WORK:

Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE:

Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire

alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100B 06/01/1997

	Rates	Fringes
FRESNO, KINGS, MADERA, COUNTIES:		
LINE TECHNICIAN	20.78	3.75%+ 6.81

ELEC0100C 06/01/1999

	Rates	Fringes
FRESNO, KINGS, AND MADERA COUNTIES:		
ELECTRICIAN	23.60	3% + 8.51

ELEC0234A 06/01/1999

	Rates	Fringes
MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES:		

ELECTRICIANS:

Within the radius of 25 air miles from the intersection of Dolan Road and Hwy. #1 in Moss Landing; and an area extending 5 miles east and west of Hwy. #101 south to the San Luis Obispo County line:

Electrician	26.08	3% + 10.72
Electrician, while welding	27.38	3% + 10.72
Cable splicer	29.34	3% + 10.72
Remainder of County:		
Electrician	28.69	3% + 10.72
Electrician, while welding	30.12	3% + 10.72
Cable splicer	32.27	3% + 10.72

ELEC0234B 05/27/1996

	Rates	Fringes
MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES:		

LINE CONSTRUCTION:

Within the radius of 25 air miles from the intersection of Dolan Road and Hwy. #1 in Moss Landing; and an area extending 5 miles east and west of Hwy. #101 south to the San Luis Obispo County line:

Line technician & Equipment		
Operator	23.20	4%+9.80
Cable Splicer	26.10	4%+9.80
Ground Person/Truck Driver	17.40	4%+8.35

Remainder of County:

Line Technician & Equipment Operator	25.52	4%+9.80
Cable Splicer	28.42	4%+9.80
Ground Person/Truck Driver	19.72	4%+8.35

ELEC0302A 06/01/1998

CONTRA COSTA COUNTY: Rates Fringes

ELECTRICIANS:

Electrician	30.46	3%+8.60
Cable splicer	33.51	3%+8.60

ELEC0302B 06/01/1996

CONTRA COSTA COUNTY: Rates Fringes

LINE CONSTRUCTION:

Line technician	29.26	3%+8.60
Cable splicer	32.19	3%+8.60
Equipment operator	26.33	3%+8.60
Ground person	21.95	3%+8.60

ELEC0332A 06/01/1999

SANTA CLARA COUNTY: Rates Fringes

ELECTRICIANS:

Electrician	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06

FOOTNOTES:

Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.

Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

Welding: \$5.00 per day additional.

ELEC0332B 06/01/1999

SANTA CLARA COUNTY: Rates Fringes

LINE CONSTRUCTION:

Line technician; line equipment person	33.50	3% + 11.06
Cable splicer	37.69	3% + 11.06
Ground person	29.32	3% + 10.11

FOOTNOTE:

Work on wooden poles, "H" frames or similar structures at a height of 75 ft. or more, or work on steel towers on tower structures where the point of attachment of the lowest high voltage insulator to the tower is 100 ft. or more: to be paid double time.

Flood lighting equipment or warning and signal lighting or similar equipment installed on towers over 100 ft. shall be considered premium work as provided above.

In determining height premium work, the top of the concrete footing of the stepped leg of the tower, or the ground level of the poles to be climbed and the lower side of the cross arm from which workers are required to work, shall be the determining factors.

There shall be no height premium work for the erection of steel transmission towers themselves.

ELEC0595A 06/01/1999		
	Rates	Fringes
ALAMEDA COUNTY:		
ELECTRICIANS:		
Electrician	31.94	3% + 11.86
Cable splicer	35.93	3% + 11.86

ELEC0595B 12/01/1998		
	Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:		
ELECTRICIANS:		
Tunnel work:		
Electrician	26.19	5.75%+ 8.59
Cable splicer	29.46	5.75%+ 8.59
All other work:		
Electrician	26.06	5.75%+ 8.59
Cable splicer	29.32	5.75%+ 8.59

ELEC0617A 06/01/1999		
	Rates	Fringes
SAN MATEO COUNTY:		
ELECTRICIAN	35.80	3% + 9.86

* ELEC0684A 07/01/1999		
	Rates	Fringes
MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:		

ELECTRICIANS:

Work eight road miles from the City Halls of Modesto, Turlock and Merced; 0-2 air miles from the intersection of Washington St. and Stockton Rd., Sonora:

Uncompleted tunnel work:

Electrician	25.32	6% + 8.65
Cable splicer	27.85	6% + 8.65
Electrician when welding or heliarc	26.57	6% + 8.65
Heading electrician:		
Electrician	27.02	6% + 8.65
Cable splicer	29.72	6% + 8.65
Electrician when welding or heliarc	28.27	6% + 8.65
All other work:		
Electrician	25.17	6% + 8.65
Cable splicer	27.69	6% + 8.65
Electrician when welding or heliarc	26.42	6% + 8.65

Work in Merced and Stanislaus Counties to that point 200 yds. west of and parallel to Hwy. I-5 (except Zone 1):

Uncompleted tunnel work:

Electrician	26.32	6% + 8.65
Cable splicer	28.85	6% + 8.65
Electrician when welding or heliarc	27.57	6% + 8.65
Heading electrician:		
Electrician	28.02	6% + 8.65
Cable splicer	30.72	6% + 8.65
Electrician when welding or heliarc	29.27	6% + 8.65
All other work:		
Electrician	26.17	6% + 8.65
Cable splicer	28.69	6% + 8.65
Electrician when welding or heliarc	27.42	6% + 8.65

Work 2-4 air miles from the intersection of Washington St. and Stockton Rd., Sonora. Four air miles from the City Halls of Mariposa and Los Banos:

Uncompleted tunnel work:

Electrician	27.07	6% + 8.65
Cable splicer	29.60	6% + 8.65
Electrician when welding or heliarc	28.32	6% + 8.65
Heading electrician:		
Electrician	28.77	6% + 8.65
Cable splicer	31.47	6% + 8.65

Electrician when welding or heliarc	30.02	6% + 8.65
All other work:		
Electrician	26.92	6% + 8.65
Cable splicer	29.44	6% + 8.65
Electrician when welding or heliarc	28.17	6% + 8.65
Work in remainder of Mariposa, Merced, Stanislaus and Tuolumne Counties:		
Uncompleted tunnel work:		
Electrician	28.32	6% + 8.65
Cable splicer	30.85	6% + 8.65
Electrician when welding or heliarc	29.57	6% + 8.65
Heading electrician:		
Electrician	30.02	6% + 8.65
Cable splicer	32.72	6% + 8.65
Electrician when welding or heliarc	31.27	6% + 8.65
All other work:		
Electrician	28.17	6% + 8.65
Cable splicer	30.69	6% + 8.65
Electrician when welding or heliarc	29.42	6% + 8.65

FOOTNOTE:

Work from trusses, scaffolds, frames, ladders, etc., at a distance of 40 ft. or more from the ground floor, or work on stacks or towers at a distance of 60 to 90 ft.: to be paid double the regular rate.

Work where other than climatic temperatures exceed 130 degrees F. maximum or 20 degrees F. minimum: to be paid 1-1/2 times the regular rate.

ELEC1245A 06/01/1999

	Rates	Fringes
LINE CONSTRUCTION AND OUTSIDE UTILITY TRANSMISSION WORK:		
Line worker; Cable splicer	30.39	4.5% + 6.78
Powder worker	28.87	4.5% + 6.54
Ground person	19.75	4.5% + 6.50
Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), and overhead and underground distribution line equipment)	25.83	4.5% + 6.50
Line worker, welding	31.91	4.5% + 7.02

SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

* ELEV0008A 08/01/1999		
ELEVATOR MECHANIC	Rates 40.955	Fringes 6.935

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0001A 05/01/1999		
POWER EQUIPMENT OPERATORS CRANES AND ATTACHMENTS DREDGING TUNNEL AND UNDERGROUND	Rates	Fringes

These areas do not apply to piledrivers and steel erectors.

AREA 1: ALAMEDA, CONTRA COSTA, KINGS, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ AND STANISLAUS COUNTIES

The remaining counties are split between Area 1 and Area 2 as noted below:

CALAVERAS COUNTY:

AREA 1: Area within the line beginning at the southernmost point of Calaveras County,
Thence northerly along the southeasterly county line to the intersection with the easterly line of Range 15 East,
Thence northerly to the northeast corner of Township 5N, Range 15E,
Thence westerly to the southeast corner of Township 6N, Range 14E,
Thence northerly along the range line to the intersection with the northerly line of said county,
Thence westerly and southerly along the county line to the point of beginning.

AREA 2: Remainder of Calaveras County.

FRESNO COUNTY:

AREA 1: Area within the line beginning at the southeast corner of Township 13S, Range 28E,
Thence northerly to the northeast corner of Township 13S, Range 28E,
Thence westerly to the southeast corner of Township 12S, Range 27E,
Thence northerly to the northeast corner of Township 12S, Range 27E,
Thence westerly to the southeast corner of Township 11S, Range 26E,
Thence northerly to the northeast corner of Township 11S, Range 26E,
Thence westerly to the southeast corner of Township 10S, Range 25E,
Thence northerly to the northeast corner of Township 9S, Range 25E,
Thence westerly to the southeast corner of Township 8S, Range 24E,
Thence northerly to the northeast corner of Township 8S, Range 24E,
Thence westerly along the north line of Township 8S to the intersection with the Fresno County line,
Thence southwesterly and northwesterly along said county line to the intersection with the southeasterly line of Merced County,
Thence southwesterly along said county line to the intersection with the easterly line of San Benito County,
Thence southerly along said county line to the intersection with the easterly line of Monterey County,
Thence southeasterly along said county line to the intersection with the northwesterly line of Kings County,
Thence northeasterly along the southeasterly line of Fresno County to the point of beginning.

AREA 2: Remainder of Fresno County.

MADERA COUNTY:

AREA 1: Area within the line beginning at the point of intersection of Fresno County, Madera County, and Merced County,
Thence southeasterly and northeasterly along the southerly line of Madera County to the intersection with the northerly line of Township 8S,
Thence westerly to the southeast corner of Township 7S, Range 23E,
Thence northerly to the northeast corner of Township 6S, Range 23E,
Thence westerly along the north line of Township 6S to the intersection of the northwesterly line of Madera County,

Thence southwesterly along said county line to the point of beginning.

AREA 2: Remainder of Madera County.

MARIPOSA COUNTY:

AREA 1: Area within the line beginning at the point of intersection of Stanislaus County with Mariposa County, Thence southeasterly along the westerly line of Mariposa County to the intersection of Madera County, Thence northeasterly along said county line to the intersection of the southerly line of Township 5S, Thence westerly to the southeast corner of Township 5S, Range 20E, Thence northerly to the northeast corner of Township 5S, Range 20E, Thence westerly to the southeast corner of Township 4S, Range 19E, Thence northerly along the range line to the intersection with the northerly line of Mariposa County, Thence westerly along said county line to the point of beginning.

AREA 2: Remainder of Mariposa County.

MONTEREY COUNTY:

AREA 1: Area within a line beginning at the intersection of the southerly line of Township 19S with the Pacific Ocean, Thence easterly along the southerly line of Township 19S to the northwest corner of Township 20S, Range 6E, Thence southerly to the southwest corner of Township 20S, Range 6E, Thence easterly to the northwest corner of Township 21S, Range 7E, Thence southerly to the southwest corner of Township 21S, Range 7E, Thence easterly to the northwest corner of Township 22S, Range 9E, Thence southerly to the southwest corner of Township 22S, Range 9E, Thence easterly to the northwest corner of Township 23S, Range 10E, Thence southerly to the southwest corner of Township 24S, Range 10E, Thence easterly along the southerly line of Township 24S to the southeasterly corner of Monterey County, Thence northwesterly along said county line to the point of intersection with the southerly line of Santa Cruz County, Thence westerly along the northerly line of Monterey County to the Pacific Ocean, Thence southerly along the Pacific Ocean to the point of beginning.

AREA 2: Remainder of Monterey County.

TUOLUMNE COUNTY:

AREA 1: Area within the line beginning at the point of intersection of the easterly line of Township 2S, Range 19E, with the southerly line of Tuolumne County, Thence northerly to the northeast corner of Township 1S, Range 19E, Thence westerly to the southeast corner of Township 1N, Range 18E, Thence northerly to the northeast corner of Township 3N, Range 18E, Thence westerly to the southeast corner of Township 4N, Range 17E, Thence northerly to the northeast corner of Township 4N, Range 17E, Thence northerly to the northeast corner of Township 4N, Range 17E, Thence westerly to the southeast corner of Township 5N, Range 15E, Thence northerly to the intersection of the county line with the easterly line of Township 5N, Range 15E, Thence southwesterly along the county line to the intersection of the northeasterly line of Stanislaus County, Thence southeasterly along said county line to the southernmost corner of Tuolumne County, Thence easterly along the county line to the point of beginning.

AREA 2: Remainder of Tuolumne County.

ENGI0003B 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING: CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:		
AREA 1:		
Lever person/operator	32.79	11.16
Dredge dozer; Heavy duty repair person/welder	27.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	26.71	11.16
Barge person; Deckhand; Fire person; Leveehand; Oiler	23.41	11.16
AREA 2:		
Lever person/operator	34.79	11.16
Dredge dozer; Heavy duty		

repair person/welder	29.83	11.16
Booster pump operator; Deck engineer; Deck mate; Dredge tender; Winch operator	28.71	11.16
Barge person; Deckhand; Fire- person; Levee hand; Oiler	25.41	11.16

ENGI0003C 07/01/1999

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES: Rates Fringes

POWER EQUIPMENT OPERATORS:

GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59

POWER EQUIPMENT OPERATORS - STEEL ERECTORS:

GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as plush pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572, or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/boxperson; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired

earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer, drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker (with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit charpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and Dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and Dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and Dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVER CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTOR CLASSIFICATIONS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane, over 45 tons up to and including 100 tons; Derrick, 100 tons & under; Self-propelled boom-type lifting device over 45 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

ENGI0003G 07/01/1999

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
TUNNEL AND UNDERGROUND WORK:		

AREA 1:

UNDERGROUND:

GROUP 1-A	30.29	12.59
GROUP 1	27.82	12.59
GROUP 2	26.56	12.59
GROUP 3	25.23	12.59
GROUP 4	24.09	12.59
GROUP 5	22.95	12.59

SHAFTS, STOPES AND RAISES:

GROUP 1-A	30.39	12.59
GROUP 1	27.92	12.59
GROUP 2	26.66	12.59
GROUP 3	25.33	12.59
GROUP 4	24.19	12.59
GROUP 5	23.05	12.59

AREA 2:

UNDERGROUND:

GROUP 1-A	32.29	12.59
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GROUP 1	29.82	12.59
GROUP 2	28.56	12.59
GROUP 3	27.23	12.59
GROUP 4	26.09	12.59
GROUP 5	24.95	12.59

SHAFTS, STOPES AND RAISES:

GROUP 1-A	32.39	12.59
GROUP 1	29.92	12.59
GROUP 2	28.66	12.59
GROUP 3	27.33	12.59
GROUP 4	26.19	12.59
GROUP 5	25.05	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson/welder; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting machine operator; Motor person

GROUP 5: Bit sharpener; Brake person; Combination mixer and compressor (gunite); Compressor operator; Oiler (assistant to engineer); Pump operator; Slusher operator

 ENGI0004K 07/01/1999

Rates Fringes
 KINGS, MERCED, SAN BENITO, SAN JOAQUIN, SANTA CRUZ AND STANISLAUS
 COUNTIES:

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

GROUP 1	30.40	12.59
GROUP 2	28.95	12.59
GROUP 3	27.55	12.59
GROUP 4	26.22	12.59
GROUP 5	25.01	12.59

GROUP 6	23.74	12.59
GROUP 7	22.65	12.59
GROUP 8	21.57	12.59
GROUP 8-A	19.45	12.59

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

GROUP 1	31.25	12.59
Truck crane oiler	24.59	12.59
Oiler	22.42	12.59
GROUP 2	29.56	12.59
Truck crane oiler	24.35	12.59
Oiler	22.20	12.59
GROUP 3	27.92	12.59
Truck crane oiler	24.11	12.59
Hydraulic	23.74	12.59
Oiler	21.95	12.59

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	31.56	12.59
Truck crane oiler	24.91	12.59
Oiler	22.74	12.59
GROUP 2	29.85	12.59
Truck crane oiler	24.68	12.59
Oiler	22.49	12.59
GROUP 3	28.24	12.59
Truck crane oiler	24.41	12.59
Oiler	22.26	12.59
GROUP 4	26.54	12.59
GROUP 5	24.04	12.59
GROUP 6	21.90	12.59

POWER EQUIPMENT OPERATORS - STEEL ERECTION:

GROUP 1	32.19	12.59
Truck crane oiler	25.20	12.59
Oiler	23.06	12.59
GROUP 2	30.48	12.59
Truck crane oiler	24.98	12.59
Oiler	22.81	12.59
GROUP 3	29.09	12.59
Truck crane oiler	24.73	12.59
Hydraulic	24.35	12.59
Oiler	22.58	12.59
GROUP 4	27.16	12.59
GROUP 5	25.91	12.59

HEAVY AND HIGHWAY CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59

POWER EQUIPMENT OPERATORS - STEEL ERECTORS:

GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59

Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma

700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled

power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

ENGI0004L 07/01/1999

CALAVERAS, FRESNO, MADERA, MARIPOSA, MONTEREY AND TUOLUMNE
COUNTIES:

BUILDING CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

AREA 1:

GROUP 1	30.40	12.59
GROUP 2	28.95	12.59
GROUP 3	27.55	12.59
GROUP 4	26.22	12.59
GROUP 5	25.01	12.59
GROUP 6	23.74	12.59
GROUP 7	22.65	12.59
GROUP 8	21.57	12.59
GROUP 8-A	19.45	12.59

AREA 2:

GROUP 1	32.40	12.59
GROUP 2	30.95	12.59
GROUP 3	29.55	12.59
GROUP 4	28.22	12.59
GROUP 5	27.01	12.59
GROUP 6	25.74	12.59
GROUP 7	24.65	12.59
GROUP 8	23.57	12.59
GROUP 8-A	21.45	12.59

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

AREA 1:		
GROUP 1	31.25	12.59
Truck crane oiler	24.59	12.59
Oiler	22.42	12.59
GROUP 2	29.56	12.59
Truck crane oiler	24.35	12.59
Oiler	22.20	12.59
GROUP 3	27.92	12.59
Truck crane oiler	24.11	12.59
Hydraulic	23.74	12.59
Oiler	21.95	12.59

AREA 2:		
GROUP 1	33.25	12.59
Truck crane oiler	26.59	12.59
Oiler	24.42	12.59
GROUP 2	31.56	12.59
Truck crane oiler	26.35	12.59
Oiler	24.20	12.59
GROUP 3	29.92	12.59
Truck crane oiler	26.11	12.59
Hydraulic	25.74	12.59
Oiler	23.95	12.59

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	31.56	12.59
Truck crane oiler	24.91	12.59
Oiler	22.74	12.59
GROUP 2	29.85	12.59
Truck crane oiler	24.68	12.59
Oiler	22.49	12.59
GROUP 3	28.24	12.59
Truck crane oiler	24.41	12.59
Oiler	22.26	12.59
GROUP 4	26.54	12.59
GROUP 5	24.04	12.59
GROUP 6	21.90	12.59

POWER EQUIPMENT OPERATORS - STEEL ERECTION:

GROUP 1	32.19	12.59
Truck crane oiler	25.20	12.59
Oiler	23.06	12.59
GROUP 2	30.48	12.59
Truck crane oiler	24.98	12.59
Oiler	22.81	12.59
GROUP 3	29.09	12.59
Truck crane oiler	24.73	12.59
Hydraulic	24.35	12.59
Oiler	22.58	12.59
GROUP 4	27.16	12.59
GROUP 5	25.91	12.59

HEAVY AND HIGHWAY CONSTRUCTION:

POWER EQUIPMENT OPERATORS:

AREA 1:		
GROUP 1	31.82	12.59
GROUP 2	30.29	12.59
GROUP 3	28.81	12.59
GROUP 4	27.43	12.59
GROUP 5	26.16	12.59
GROUP 6	24.84	12.59
GROUP 7	23.70	12.59
GROUP 8	22.56	12.59
GROUP 8-A	20.35	12.59

AREA 2:		
GROUP 1	33.82	12.59
GROUP 2	32.29	12.59
GROUP 3	30.81	12.59
GROUP 4	29.43	12.59
GROUP 5	28.16	12.59
GROUP 6	26.84	12.59
GROUP 7	25.70	12.59
GROUP 8	24.56	12.59
GROUP 8-A	22.35	12.59

POWER EQUIPMENT OPERATORS - ALL CRANES AND ATTACHMENTS:

AREA 1:		
GROUP 1	32.70	12.59
Truck crane oiler	25.73	12.59
Oiler	23.44	12.59
GROUP 2	30.94	12.59
Truck crane oiler	25.47	12.59
Oiler	23.23	12.59
GROUP 3	29.20	12.59
Truck crane oiler	25.23	12.59
Hydraulic	24.84	12.59
Oiler	22.95	12.59

AREA 2:		
GROUP 1	34.70	12.59
Truck crane oiler	27.73	12.59
Oiler	25.44	12.59
GROUP 2	32.94	12.59
Truck crane oiler	27.47	12.59
Oiler	25.23	12.59
GROUP 3	31.20	12.59
Truck crane oiler	27.23	12.59
Hydraulic	26.84	12.59
Oiler	24.95	12.59

POWER EQUIPMENT OPERATORS - PILEDRIVERS:

GROUP 1	33.04	12.59
Truck crane oiler	26.06	12.59
Oiler	23.78	12.59
GROUP 2	31.22	12.59
Truck crane oiler	25.81	12.59
Oiler	23.51	12.59
GROUP 3	29.54	12.59
Truck crane oiler	25.52	12.59
Oiler	23.29	12.59
GROUP 4	27.77	12.59
GROUP 5	25.13	12.59
GROUP 6	22.90	12.59

POWER EQUIPMENT OPERATORS - STEEL ERECTORS:

GROUP 1	33.67	12.59
Truck crane oiler	26.35	12.59
Oiler	24.12	12.59
GROUP 2	31.90	12.59
Truck crane oiler	26.13	12.59
Oiler	23.85	12.59
GROUP 3	30.42	12.59
Truck crane oiler	25.86	12.59
Hydraulic	25.47	12.59
Oiler	23.63	12.59
GROUP 4	28.40	12.59
GROUP 5	27.10	12.59

FOOTNOTE:

Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine; Crane mounted continuous flight tie back machine; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu.

yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom

truck) - under 15 tons; Caryl lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator; Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader - Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe - trencher)

POWER EQUIPMENT OPERATOR CLASSIFICATIONS ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick barge, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Boom truck or dual purpose A-frame truck, non-rotating, over 15 tons

POWER EQUIPMENT OPERATORS - PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

POWER EQUIPMENT OPERATORS - STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

IRON0001U 07/01/1999

Rates Fringes
ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
MARIPOSA, MERCED, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN
MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

IRONWORKERS:

Fence erector 23.29 13.83
Ornamental, reinforcing and structural 24.18 13.83

IRON0001V 07/01/1999

MONTEREY COUNTY:

IRONWORKERS:

Fence erector
Ornamental, reinforcing and
structural

	Rates	Fringes
Fence erector	23.29	13.83
Ornamental, reinforcing and structural	24.18	13.83

FOOTNOTE:

Work at the Army Defense Language Institute, and the Naval Post Graduate School: \$2.00 per hour additional.

LABO0036A 07/01/1998

SAN FRANCISCO AND SAN MATEO COUNTIES:

BRICK TENDER

	Rates	Fringes
BRICK TENDER	21.99	9.36

FOOTNOTES:

Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional.

Work in live sewage: \$2.50 per day additional.

LABO0036B 07/01/1998

SAN FRANCISCO AND SAN MATEO COUNTIES:

PLASTERER TENDER

	Rates	Fringes
PLASTERER TENDER	22.57	9.44

FOOTNOTES:

Work on a suspended scaffold: \$5.00 per day additional.

Work operating a plaster mixer pump gun: \$1.00 per hour additional.

LABO0067B 12/01/1998

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, AND SANTA CLARA COUNTIES:

ASBESTOS REMOVAL LABORER

	Rates	Fringes
ASBESTOS REMOVAL LABORER	12.17	4.13

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

ASBESTOS REMOVAL LABORER

ASBESTOS REMOVAL LABORER	10.58	4.13
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SCOPE OF WORK:

Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067H 07/01/1999

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES: Rates Fringes

LABORERS:

Construction specialist group	22.36	7.44
Group 1	21.66	7.44
Group 1-a	21.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	21.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	22.21	7.44
GROUP 1-f	22.24	7.44
GROUP 1-g (Contra Costa County)	21.86	7.44
GROUP 2	21.51	7.44
GROUP 3	21.41	7.44
GROUP 4	15.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	22.62	7.44
GROUP 2	22.12	7.44
GROUP 3	21.53	7.44
GROUP 4	21.41	7.44

WRECKING WORK:

GROUP 1	21.66	7.44
GROUP 2	21.51	7.44
GROUP 3	15.10	7.44

GARDENERS, HORTICULTURAL AND LANDSCAPE

LABORERS:

New construction	21.41	7.44
Establishment warranty period	15.10	7.44

TUNNEL AND SHAFT LABORERS:

GROUP 1	25.47	7.08
GROUP 2	25.24	7.08
GROUP 3	24.99	7.08

GROUP 4	24.72	7.08
GROUP 5	24.54	7.08
GROUP 6	24.00	7.08

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of

type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence

erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Gunite and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Gunite & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper;

Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0067J 07/01/1999

Rates Fringes
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

LABORERS:

Construction specialist group	21.36	7.44
GROUP 1	20.66	7.44
GROUP 1-a	20.88	7.44
GROUP 1-b: see note below		
GROUP 1-c	20.71	7.44
GROUP 1-d: see note below		
GROUP 1-e	21.21	7.44
GROUP 1-f	21.24	7.44
GROUP 2	20.51	7.44
GROUP 3	20.41	7.44
GROUP 4	14.10	7.44

See groups 1-b and 1-d under laborer classifications.

GUNITE LABORERS:

GROUP 1	21.62	7.44
GROUP 2	21.12	7.44
GROUP 3	20.53	7.44
GROUP 4	20.41	7.44

WRECKING WORK:

GROUP 1	20.66	7.44
GROUP 2	20.51	7.44
GROUP 3	14.10	7.44

GARDENERS, HORTICULTURAL AND LANDSCAPE

LABORERS:

New construction	20.41	7.44
Establishment warranty period	14.10	7.44

TUNNEL AND SHAFT LABORERS:

GROUP 1	25.47	7.08
GROUP 2	25.24	7.08
GROUP 3	24.99	7.08
GROUP 4	24.72	7.08
GROUP 5	24.54	7.08
GROUP 6	24.00	7.08

FOOTNOTE:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts (not applicable to workers entitled to receive the wage rate set forth in Group 1-a): \$0.25 per hour additional.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Masonry and plasterer tender; Cast-in-place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

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GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143

and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes, shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds (underground structures). All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer;

Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: All clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

TUNNEL AND SHAFT LABORER CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle

operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0073C 07/01/1999

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
BRICK TENDER	23.20	4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required: \$2.00 per hour additional.

LABO0073E 10/01/1998

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
PLASTERER TENDER	22.36	4.88

LABO0166A 07/01/1999

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
BRICK TENDER	20.90	10.26

FOOTNOTES:

Work on jobs where heat-protective clothing is required: \$2.00 per hour additional.

Work at grinders: \$.25 per hour additional.

Manhole work: \$2.00 per day additional.

* LABO0166B 07/01/1999

ALAMEDA AND CONTRA COSTA COUNTIES:

PLASTERER TENDERS:

Plasterer tender	23.25	10.16
Gun operator	24.00	10.16

LABO0185A 07/01/1999
Rates Fringes
MONTEREY AND SAN BENITO COUNTIES:
BRICK TENDER 22.95 4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0270A 07/01/1999
Rates Fringes
SANTA CLARA COUNTY:
BRICK TENDER 23.05 6.20

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0270B 07/01/1999
Rates Fringes
SANTA CRUZ COUNTY:
BRICK TENDER 22.05 6.20

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

CA990029 - 1
LABO0294A 07/01/1999
Rates Fringes
FRESNO, KINGS AND MADERA COUNTIES:
BRICK TENDER 23.50 4.55

FOOTNOTE:

Refractory work where heat-protective clothing is required:
\$2.00 per hour additional.

LABO0297A 09/01/1998
Rates Fringes
MONTEREY AND SAN BENITO COUNTIES:
PLASTERER TENDER 15.95

FOOTNOTE:

Mixer person: \$4.00 per day additional.

PAIN0008A 08/01/1997

	Rates	Fringes
SAN FRANCISCO COUNTY:		
PAINTER	25.49	8.24

PAIN0012A 02/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
SOFT FLOOR LAYER	25.00	11.25

PAIN0016A 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		

PAINTERS:

Work on industrial buildings
 (used for the manufacture and
 processing of goods for sale
 or service); Also, steel
 construction (bridges, stacks,
 towers, tanks and similar
 structures):

Brush and roller	23.35	9.19
Spray and sandblast	23.85	9.19
Application of exotic materials	24.10	9.19
All other work:		
Brush and roller	23.10	9.19
Application of exotic materials	23.85	9.19

FOOTNOTE:

High time (free fall conditions): With a minimum of 2 hrs. exposure, work over 50 ft. above ground or water level to be paid 1/2 hr. per day additional; work from 100 ft. to 180 ft. above ground or water level to be paid 1 hr. per day additional; and work over 180 ft. above ground or water level to be paid 2 hrs. per day additional.

PAIN0016C 08/01/1998

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		

DRYWALL FINISHERS:

Remodel/tenant improvement
 work (shopping centers,
 offices and warehouses
 where the taping contractor

is working directly for the tenant)	20.98	9.98
All other work	25.43	9.98

PAIN0016H 01/01/1998

	Rates	Fringes
FRESNO, KINGS AND MADERA COUNTIES:		
DRYWALL TAPER	20.39	5.44
PAINTER	19.64	5.44

FOOTNOTES:

Paperhangers, and work over 30 feet (does not include work from a lift): \$0.50 per hour additional.
 Spray painters and sandblasters: \$0.75 per hour additional.
 Lead paint abaters: \$0.75 per hour additional.
 The above premium pay (including the drywall taper rate) does not stack (the highest rate shall be paid).

PAIN0016K 07/01/1996

	Rates	Fringes
FRESNO, KINGS, MADERA AND MARIPOSA COUNTIES:		
SOFT FLOOR LAYER	18.13	3.74

PAIN0016N 07/16/1996

	Rates	Fringes
MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
PAINTER	22.54	7.15

PAIN0016Q 07/01/1998

	Rates	Fringes
CALAVERAS AND SAN JOAQUIN COUNTIES:		
DRYWALL FINISHER	19.35	7.23
PAINTERS:		
Painter	18.55	7.23
Sandblaster; Waterblaster;		
Steam cleaning	19.55	7.23
Work with coal tar and exotic materials	19.80	7.23

FOOTNOTES:

High time:

Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures from 50 to 100 ft. above ground or water level: to be paid 1/2 hr. per day additional.

Work on such structures from 100 to 180 ft. above ground or water level: to be paid 1 hr. per day additional.

Work on such structures over 180 ft. above ground or water level: to be paid 2 hrs. per day additional.

Water level is defined as mean water level.

Exterior stage:

Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional.

Work on exterior stage 8-11 stories: to be paid 1 hr. per day additional.

Work on exterior stage 12 stories or higher: to be paid 1-1/2 hrs. per day additional.

One story equals 10 ft.

* PAIN0169A 07/01/1999

	Rates	Fringes
FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:		
GLAZIER	23.55	7.97

FOOTNOTE:

Welding in connection with glazing work: \$1.00 per hour additional.

* PAIN0169E 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA COUNTIES:		
GLAZIER	28.15	9.91

* PAIN0169I 07/01/1999

	Rates	Fringes
ALAMEDA AND CONTRA COSTA:		
SHOWER DOOR INSTALLER	22.88	4.60

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0317A 09/01/1996

Rates	Fringes
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MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES:

DRYWALL FINISHER	15.61	7.57
PAINTERS:		
Brush	15.11	7.57
Paperhanger; Spray & sandblast	15.61	7.57
Hazardous coating, application and removal	16.11	7.57

PAIN0718B 07/01/1998

	Rates	Fringes
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SAN FRANCISCO AND SAN MATEO COUNTIES:

GLAZIER	26.97	9.89
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PAIN0767A 07/01/1998

	Rates	Fringes
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CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

GLAZIER	24.30	7.81
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PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

FOOTNOTE:

Work thirty (30) feet or over free fall: \$0.60 per hour additional.

PAIN1176A 04/01/1998

	Rates	Fringes
PARKING LOT STRIPING/HIGHWAY MARKING:		
GROUP 1 & GROUP 4	22.21	6.36
GROUP 2	21.10	6.36
GROUP 3 & GROUP 5	18.88	6.36
Service Person (maintenance and repair of equipment)	13.33	5.87
Parking Lot, Game Court and Playground Installer	13.80	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers

GROUP 5: TRAFFIC CONTROLPERSON: Sole function is to control and direct traffic through both conventional and moving lane closures

PAIN1237C 06/01/1998

	Rates	Fringes
CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:		
SOFT FLOOR LAYER	20.12	9.07

PAIN1621A 07/01/1998

	Rates	Fringes
MONTEREY, SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:		
GLAZIER	28.17	8.69

PLAS0001D 06/16/1998

	Rates	Fringes
CEMENT MASONS:		
Cement mason	21.75	9.86
Swing or slip form scaffolds; Mastic, magnesite, gypsum, epoxy, polyester, resin and all composition	22.00	9.86

PLAS0066B 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:		
PLASTERER	26.86	10.05

FOOTNOTE:
Plasterers operating and working behind plaster guns: \$4.00 per day additional.

PLAS0300A 01/18/1999

FRESNO, KINGS AND MADERA COUNTIES: Rates Fringes

PLASTERER 22.17 7.20

SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:

PLASTERER 26.20 7.20

CALAVERAS AND SAN JOAQUIN COUNTIES:

PLASTERER 24.36 7.60

MONTEREY COUNTY:

PLASTERER 23.37 6.51

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

PLASTERER 24.47 7.50

PLUM0036A 01/01/1999

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES: Rates Fringes

PLUMBER & STEAMFITTER 27.79 9.19

PLUM0036C 01/01/1999

MONTEREY AND SANTA CRUZ COUNTIES: Rates Fringes

PLUMBER & STEAMFITTER 27.29 9.19

PLUM0036E 01/01/1994

FRESNO COUNTY: Rates Fringes

PIPE TRADES PERSON:

SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

PLUM0036I 01/01/1994

	Rates	Fringes
MERCED COUNTY:		
PIPE TRADES PERSON:		
Building construction only	11.50	3.41

SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flag person

PLUM0038A 07/01/1998

Rates

Fringes

SAN FRANCISCO COUNTY:

PLUMBERS:

Work on wooden frame structures
 5 stories or less excluding
 high-rise buildings and
 commercial work such as
 hospitals, prisons, hotels
 and schools
 All other work

27.38

16.16

36.50

17.23

LANDSCAPE/IRRIGATION FITTER

27.32

10.60

* PLUM0159A 07/01/1999

Rates

Fringes

CONTRA COSTA COUNTY:

PLUMBERS & STEAMFITTERS:

Work on apartments over 4 stories,
 and motels
 All other work

24.51

8.79

32.61

13.39

PLUM0342A 07/01/1998

Rates

Fringes

CONTRA COSTA COUNTY:

STEAMFITTER

33.01

12.49

PLUM0342B 07/01/1998

Rates

Fringes

ALAMEDA COUNTY:

PLUMBER & STEAMFITTER

33.01

12.49

PLUM0355D 07/01/1999

Rates

Fringes

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA,
 MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO,
 SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

LANDSCAPE FITTER; UNDERGROUND UTILITY
 WORKER

22.00

4.90

PLUM0393A 09/01/1998

Rates

Fringes

SAN BENITO AND SANTA CLARA COUNTIES:

PLUMBER & PIPEFITTER:

Work on motels and hotels which
do not exceed 4 stories in
height, excluding garages and
parking areas
All other work

20.64	5.30
39.32	10.47

PLUM0467A 07/01/1998

	Rates	Fringes
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SAN MATEO COUNTY:

PLUMBER; PIPEFITTER; STEAMFITTER	34.01	11.21
REFRIGERATION & AIR CONDITIONING	35.26	11.46

ROOF0027C 09/01/1998

	Rates	Fringes
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FRESNO, KINGS, AND MADERA COUNTIES:

ROOFER	20.15	6.30
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FOOTNOTE:

Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040B 08/01/1998

	Rates	Fringes
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SAN FRANCISCO & SAN MATEO COUNTIES:

ROOFER	20.52	10.37
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* ROOF0081A 08/01/1999

	Rates	Fringes
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ALAMEDA AND CONTRA COSTA COUNTIES:

ROOFER	21.45	9.60
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ROOF0081E 09/01/1998

	Rates	Fringes
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CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES:

ROOFER	18.67	5.94
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ROOF0095B 08/01/1996

	Rates	Fringes
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MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

ROOFERS:

Kettle person (2 kettles); Bitumastic, enameler, coal tar, pitch and mastic worker	26.07	6.75
All other work	24.07	6.75

* SFCA0483A 08/01/1999

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	34.59	11.15

SFCA0669K 04/01/1999

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	27.35	6.40

* SHEE0104A 07/01/1999

ALAMEDA AND CONTRA COSTA COUNTIES:

SHEET METAL WORKER (does not include
metal deck and siding):

Work on any multi-family dwelling over 4 stories that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	30.25	12.06
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Work on projects with an HVAC contract price of \$270,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or an existing water or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$165,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	30.03	13.53
All other work	35.32	13.70

* SHEE0104B 07/01/1999

	Rates	Fringes
MONTEREY AND SAN BENITO COUNTIES:		
SHEET METAL WORKER	29.71	11.40

SHEE0104D 07/01/1998

	Rates	Fringes
SAN MATEO COUNTY:		
SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multi-family dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	31.82	10.89
Work with an HVAC contract price of \$250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$150,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding	32.67	10.89
All other work	36.14	11.43

SHEE0104E 07/01/1998

	Rates	Fringes
SAN FRANCISCO COUNTY:		
SHEET METAL WORKER (does not include metal deck and siding):		
Work on any multi-family dwelling of 4 stories or more that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)	32.02	11.26
Work with an HVAC contract price of \$50,000 or less;		

Also, tenant completion work providing the contract price is \$50,000 or less; Also, remodel or add-on contracts on existing facilities providing the contract price is \$50,000 or less; Also, architectural sheet metal contracts of \$100,000 or less;

Also, pre-engineered and pre-manufactured siding	34.04	12.42
All other work	35.14	12.62

* SHEE0104G 07/01/1999

	Rates	Fringes
SANTA CRUZ COUNTY:		
SHEET METAL WORKER	30.65	10.46

SHEE0104H 07/01/1998

	Rates	Fringes
SANTA CLARA COUNTY:		

SHEET METAL WORKER (does not include metal deck and siding):

Work on any multiple family housing unit over 4 stories in height that incorporates a separate and independent unit for heating and/or cooling purposes (excluding built-up central air handling systems)

Work with an HVAC contract price of \$250,000 equipped with packaged units or a unitary system; Also, tenant completion work extending from an existing trunk line or air loop to registers and/or diffusers; Also, remodel or add-on contracts on existing facilities providing the contract price is \$150,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also pre-engineered and pre-manufactured siding

32.82 10.63

33.35 10.95
35.49 12.26

* SHEE01040 07/01/1999

	Rates	Fringes
ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:		

SHEET METAL WORKERS:
 Metal deck and siding 27.44 11.80

* SHEE0162A 07/01/1999

Rates Fringes

CALAVERAS AND SAN JOAQUIN COUNTIES:

SHEET METAL WORKER (does not include
 metal deck and siding):

Work on any multiple family housing
 unit over 4 stories in height
 where each individual family
 apartment is individually
 conditioned by a separate and
 independent unit or system,
 including all general sheet
 metal work. Does not include
 hotels, motels, hospitals,
 convalescent homes and other
 transient residential buildings

18.73 10.23
 24.97 10.23

* SHEE0162C 07/01/1999

Rates Fringes

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

SHEET METAL WORKER (does not include
 metal deck and siding)

25.91 10.85

SHEE0162D 07/01/1998

Rates Fringes

FRESNO, KINGS AND MADERA COUNTIES:

SHEET METAL WORKER (does not include
 metal deck and siding):

Work on any building consisting
 of 75,000 sq. ft. or less
 (excluding shopping centers
 where the sq. footage under a
 single continuous roof exceeds
 the definition, and excluding
 all multiple story projects)

18.85 11.14
 25.13 11.14

* SHEE0162M 07/01/1999

Rates Fringes

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN,
 STANISLAUS AND TUOLUMNE COUNTIES:

SHEET METAL WORKERS:

Metal deck and siding 29.42 9.52

TEAM0094A 07/01/1998

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	20.31	11.31
GROUP 2	20.61	11.31
GROUP 3	20.91	11.31
GROUP 4	21.26	11.31
GROUP 5	21.61	11.31

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Vacuum trucks, under 7,500 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks, 7,500 gals. and over; Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Truck repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment,

shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

EXHIBIT A. UNDERGROUND STORAGE TANK LOCATION OVERSIGHT REPORT



UNDERGROUND STORAGE TANK LOCATION OVERSIGHT REPORT

May 20, 1999

Dale's Bar
Alameda, California

Prepared For:
City of Alameda
c/o Mr. Wesley Adams
950 West Mall Square #100
Alameda, CA 94501

ACC Project No. 99-6209-014.00

OAKLAND ▪ SACRAMENTO
SEATTLE ▪ LOS ANGELES

May 20, 1999

Mr. Wesley Adams
City Engineer
950 West Mall Square, Room 110
Alameda, California 94501

RE: Underground Storage Tank Location Oversight Report
Dale's Bar, Main Street and Singleton Avenue, Alameda, California
ACC Project No. 99-6209-014.00

Dear Mr. Adams:

Enclosed please find three copies of the Underground Storage Tank Location Oversight Report for the site previously occupied by Dale's Bar, Main Street and Singleton Avenue, Alameda, California (Figure 1). The goals of this investigation were to: 1) provide environmental oversight during the identification and location of two underground storage tanks (USTs), 2) obtain soil samples in order to characterize subsurface soil conditions in the vicinity of the two USTs, 3) provide guidelines for remediation of impacted soil, and 4) report the findings in a letter report to the City of Alameda (Client).

BACKGROUND

The subject site is located on Main Street at the western boundary of the Greenbelt Property and adjacent to the Alameda Naval Air Station. The site was formerly a gas station and was most recently occupied by Dale's Bar. The building which housed the bar has been demolished and only the concrete slab remains. On behalf of the Client, ACC conducted oversight for excavation activities related to the location and identification of suspect USTs and one to two hydraulic lifts. In addition, ACC collected soil samples from various locations about the site to characterize subsurface soil conditions and to delineate the spatial extent of soil impacted by petroleum hydrocarbons.

FIELD WORK

Field work performed by ACC consisted of excavation oversight and soil sampling, and was conducted May 5 through May 10, 1999.

Exploratory Excavation and UST Location

The Client contracted with DCM Construction (DCM) to perform exploratory excavation with a backhoe to locate eight suspect USTs and one to two hydraulic lifts. Exploration methods consisted of systematic trenching with the backhoe in areas around the site believed to be likely locations for USTs. Based on the experience of ACC and DCM with similar sites, and using a rough schematic obtained from the Client, the first area to be trenched was east of Main Street, adjacent to the concrete pad (Figure 2). Additionally, several trenches were dug north and south of the pad. During

trenching operations, two USTs were located between the pad and Main Street. The two tanks are cylindrical with approximate dimensions of 18 feet long and 7.5 feet in diameter, with a capacity of 6,000 gallons each. The tanks are situated end to end, slightly offset, approximately 3 feet apart. The tanks were observed to be largely intact with the exception of a large, square portal cut into the top of one UST. The locations of the USTs are illustrated on Figure 2.

Further trenching identified a hydraulic lift buried near the southwest corner of the concrete pad, near the southernmost UST (Figure 2). Several trenches excavated along the south edge of the concrete pad exposed potentially discolored soil with a slight petroleum hydrocarbon odor. However, despite field indications of petroleum hydrocarbon impact, no USTs or used oil tanks were located. In addition, a subsurface vault located south of the concrete pad was investigated and identified as an abandoned sewer main or oil/water separator. The vault was observed to contain water and a thick, black, viscous substance resembling motor oil but with no petroleum odor.

Soil Sampling

Soil samples were obtained from several points during excavation and analyzed to characterize subsurface soil conditions near the USTs and throughout the site. Protocol consisted of sampling from the backhoe bucket to obtain soil from a depth of 4 to 5 feet below ground surface (bgs) in locations believed to be highly representative of subsurface soil conditions. Each sample was obtained by filling a brass sleeve with soil, capping both ends with Teflon tape and plastic caps, and assigning each a unique sample ID. Samples were stored in a pre-chilled, insulated container and shipped following standard chain of custody protocol to Chromalab, Inc. (Chromalab), a state-certified analytical laboratory. Selected soil samples were analyzed for total petroleum hydrocarbons as gasoline (TPHg) and benzene, toluene, ethylbenzene, and total xylenes (BTEX) by EPA Method 8015/8020, and total extractable petroleum hydrocarbons (TEPH) by EPA Method 8015M. All soil samples were submitted as discrete samples except SS-1 and SS-2, which were composited into a single sample (SS1-2) for analysis of total lead, and samples SS-1, SS-2, SS-10, SS-12, and SS-13, which were composited into a single sample (DALE'S) for analysis of 17 California Assessment Metals (CAM 17). The unknown black substance observed in the sewer main was sampled and analyzed for TEPH. Soil sample locations are illustrated on Figure 3.

ANALYTICAL RESULTS

Analytical results reported detectable levels of TPHg, BTEX constituents, diesel, motor oil, and various CAM 17 metals. TPHg concentrations ranged from nondetect to 130 parts per million (ppm). BTEX concentrations were nondetect to minor, with the highest concentration reported at 2 ppm ethylbenzene in sample SS-5. Concentrations of diesel varied widely from 6.8 ppm to 610 ppm; similarly, motor oil results ranged from nondetect to 2,800 ppm. Numerous detectable concentrations of metals were reported at levels indicative of naturally occurring background levels, and all metal concentrations are well below the residential preliminary remediation goals

(PRGs) set by the California EPA, Region IX. Analytical results are summarized in Tables 1 and 2. Laboratory analytical results and chain of custody record are attached.

TABLE 1 - SOIL SAMPLE ANALYTICAL RESULTS

Sample ID	TPHg	Benzene	Toluene	Ethyl benzene	Total Xylenes	Diesel	Motor Oil	Total Lead
SS-1,2	<1.0	<0.005	<0.005	<0.005	<0.005	13	78	15
SS-3	20	<0.62	<0.62	<0.62	<0.62	610	2,800	<1.0
SS-4	3.9	<0.005	0.0098	0.014	0.064	—	—	—
SS-5	130	<0.62	<0.62	2.0	1.9	570	1,800	—
SS-6	18	0.063	0.089	0.083	0.44	—	—	—
SS-7	<1.0	<0.005	<0.005	<0.005	<0.005	—	—	—
SS-8	<1.0	<0.005	<0.005	<0.005	<0.005	—	—	—
SS-9	<1.0	<0.005	<0.005	<0.005	<0.005	—	—	—
SS-10	<1.0	<0.005	<0.005	<0.005	<0.005	—	—	—
SS-11	—	—	—	—	—	6.8	<50	—
SS-12	—	—	—	—	—	95	<500	—
SS-13	—	—	—	—	—	14	<50	—
VAULT -1	—	—	—	—	—	180	210	—

Notes: All results reported in milligrams per kilogram (mg/kg), approximately equal to parts per million (ppm)
 — Not analyzed
 < Sample tested below the laboratory detection limit indicated

TABLE 2 - SUMMARY OF CAM 17 METALS

Constituent	SS 1,2,10,12,13	Residential PRG	Northbay Average**	TTLC (mg/kg)	STLC (µg/L)
Antimony	<2.0	30	1.3-101	500	15
Arsenic	6.0	21	16-65	500	5.0
Barium	34	5,200	500	10,000	100
Beryllium	<0.5	150	<1	75	0.75
Cadmium	<0.5	9.0*	—	100	1.0
Chromium	26	210	100-700	2,500	560
Cobalt	4.6	3,300	15-70	8,000	80
Copper	17	2,800	50-300	2,500	25

Constituent	SS- 1,2,10,12,13	Residential PRG	Northbay Average**	TTLG (mg/kg)	STLG (µg/L)
Lead	26	130*	30-300	1,000	5.0
Mercury	0.053	22	0.082-0.13	20	0.2
Molybdenum	<1.0	370	<3	3,500	350
Nickel	26	150*	30-200	2,000	20
Selenium	<2.0	370	0.5	100	1.0
Silver	<1.0	370	—	500	5
Thallium	<1.0	6.0	—	700	7.0
Vanadium	20	520	150-500	2,400	24
Zinc	200	22,000	120-510	5,000	250

Notes: All results are in milligrams per kilogram (mg/kg) approximately equal to parts per million (ppm)
 < Not detected above laboratory reporting limit indicated
 * California Modified Preliminary Remediation Goal
 ** According to United States Geologic Survey Professional Paper 1270

DISCUSSION

ACC believes that exploratory trenching successfully located all existing USTs, and that soil sampling in representative locations was sufficient to characterize both general subsurface soil conditions and the approximate degree and extent of impact from former and existing USTs. Analytical results and field observations indicate that only two USTs remain on site, and that the site does not contain widespread impact from petroleum hydrocarbons. Metal concentrations were all well below the residential PRGs for each constituent, and significant impact from petroleum hydrocarbons is localized and restricted to soil immediately adjacent to the USTs.

SOIL REMOVAL

One goal of this investigation was to characterize subsurface soil conditions and provide recommendations on removal of soil impacted by petroleum hydrocarbons. In general, the majority of the soil at the subject site is native bay margin sand and clay deposits. However, field observations and analytical results from soil samples indicate two zones of mild to moderate impact which warrant soil removal. One such zone is in the region of the two identified USTs. This area (Zone 1 on Figure 4), approximately 43 feet by 10 feet, contains soil impacted by a release(s) from the former USTs and would typically be removed, stockpiled, and sampled during UST removal. During field activities, soil staining and petroleum hydrocarbon odor was observed in the vicinity of the USTs. Analytical results from soil sample SS-6, taken adjacent to the northernmost UST, indicated detectable concentrations of TPHg and BTEX. However, additional soil samples taken adjacent to and west of the USTs reported no detectable concentrations of constituents of concern. Additionally, soil staining and odor was observed only in soil directly above and adjacent to the tanks, indicating that the extent of impact is restricted to the vicinity of the USTs.

Impacted soil was also observed east of the USTs along the south edge of the concrete pad. This zone (Zone 2 on Figure 4) is approximately 32 feet by 13 feet and was trenched repeatedly during exploratory excavation. A hydraulic lift was recovered from this region, and discolored soil and petroleum hydrocarbon odor was noted in several of the trenches. Analytical results indicated diesel concentrations up to 610 ppm, and concentrations of motor oil up to 2,800 ppm. In addition, Chromalab reported that the diesel constituents did not match their diesel standard. ACC believes this represents degradation of motor oil, which consists of a relatively long carbon chain ($C_{18} - C_n$), to a constituent resembling diesel fuel, which has a carbon chain of C_{10} to C_{22} . Based on field observations and soil sample analytical results, ACC believes that this zone is the probable location of the former used oil USTs. As with Zone 1, analytical results from soil samples taken around Zone 2 report much lower concentrations of diesel, and no detectable concentrations of motor oil, indicating that the impact is restricted to the area illustrated on Figure 4.

Impact from petroleum hydrocarbons is suspected to have originated from the present and former USTs. Since USTs are typically installed at least 4 to 6 feet below ground surface (bgs), ACC believes that the uppermost two feet of soil in the zones of impact can be segregated and remain on site and that soil from 2 to 8 feet bgs should be excavated, stockpiled and properly disposed off site. The volume of impacted soil in Zone 1, based on dimensions of 43 feet by 10 feet by 6 feet and subtracting the volume of the tanks themselves, is 37 cubic yards. Since no USTs exist in Zone 2, ACC believes excavation to 6 feet bgs to be appropriate. The volume of impacted soil in Zone 2, based on dimensions of 32 feet by 14 feet by 4 feet, is 66 cubic yards.

CONCLUSIONS

Based on analytical results and field activities, ACC concludes:

- Two USTs and one hydraulic lift have been identified at the subject site;
- The site does not contain soil impacted by elevated levels of CAM 17 metals; and
- The site contains two well-defined zones of significant impact from petroleum hydrocarbons believed to have originated from the former and present USTs.

Mr. Wesley Adams
May 20, 1999
Page 6

RECOMMENDATIONS

Based on analytical results and the preceding conclusions, ACC recommends the following:

- Soil from the two zones of impact from 2 to 6 feet bgs and 2 to 8 feet bgs, representing approximately 103 cubic yards, should be excavated and disposed off site; and
- Upon removal, verification soil sampling should be conducted to evaluate remaining soil conditions and document the success of source removal activities.

If you have any questions regarding this letter or the findings of the work, please contact me at (510) 638-8400.

Sincerely,



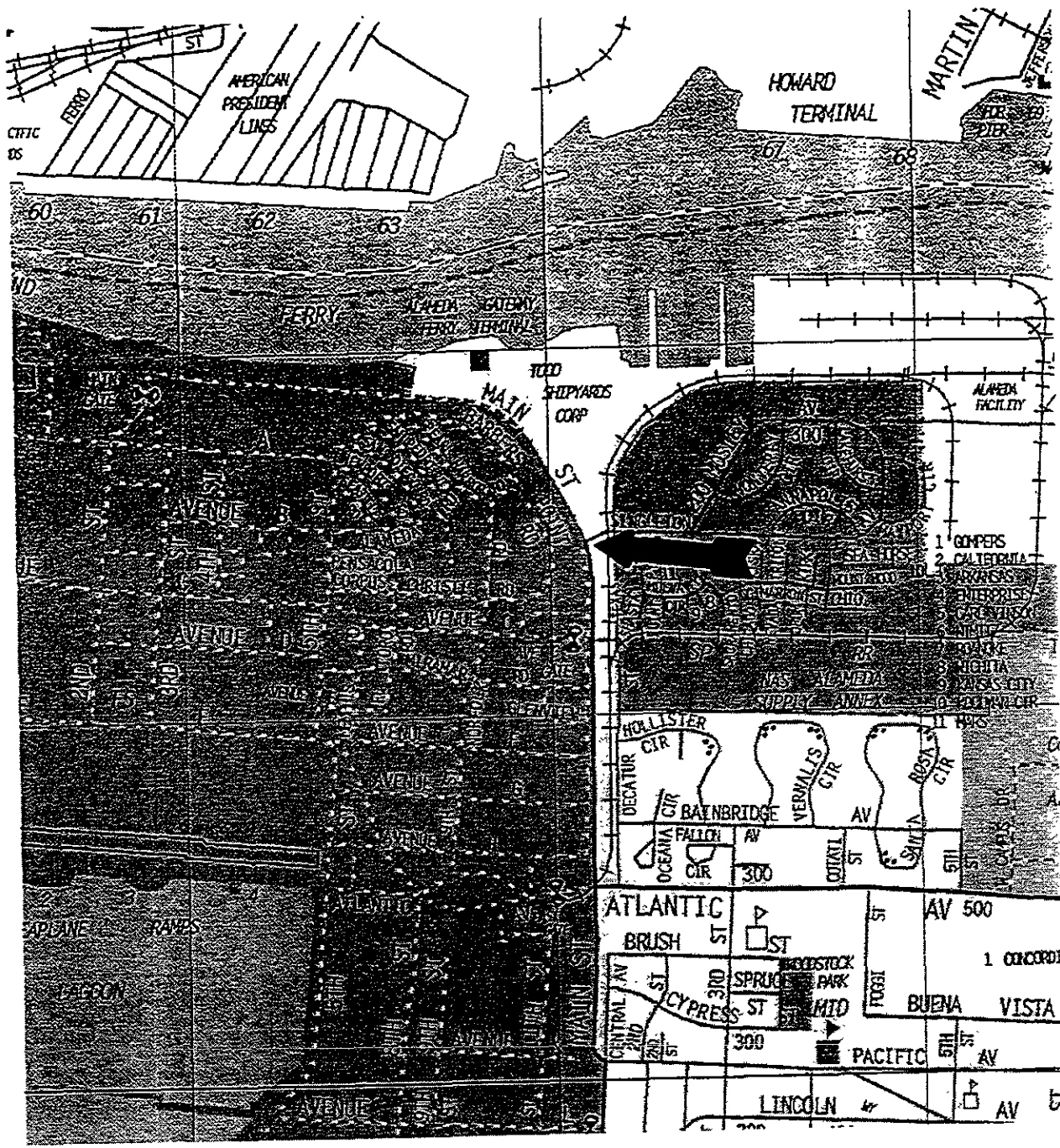
Neil Doran
Staff Geologist

/nhd:drd

Attachments

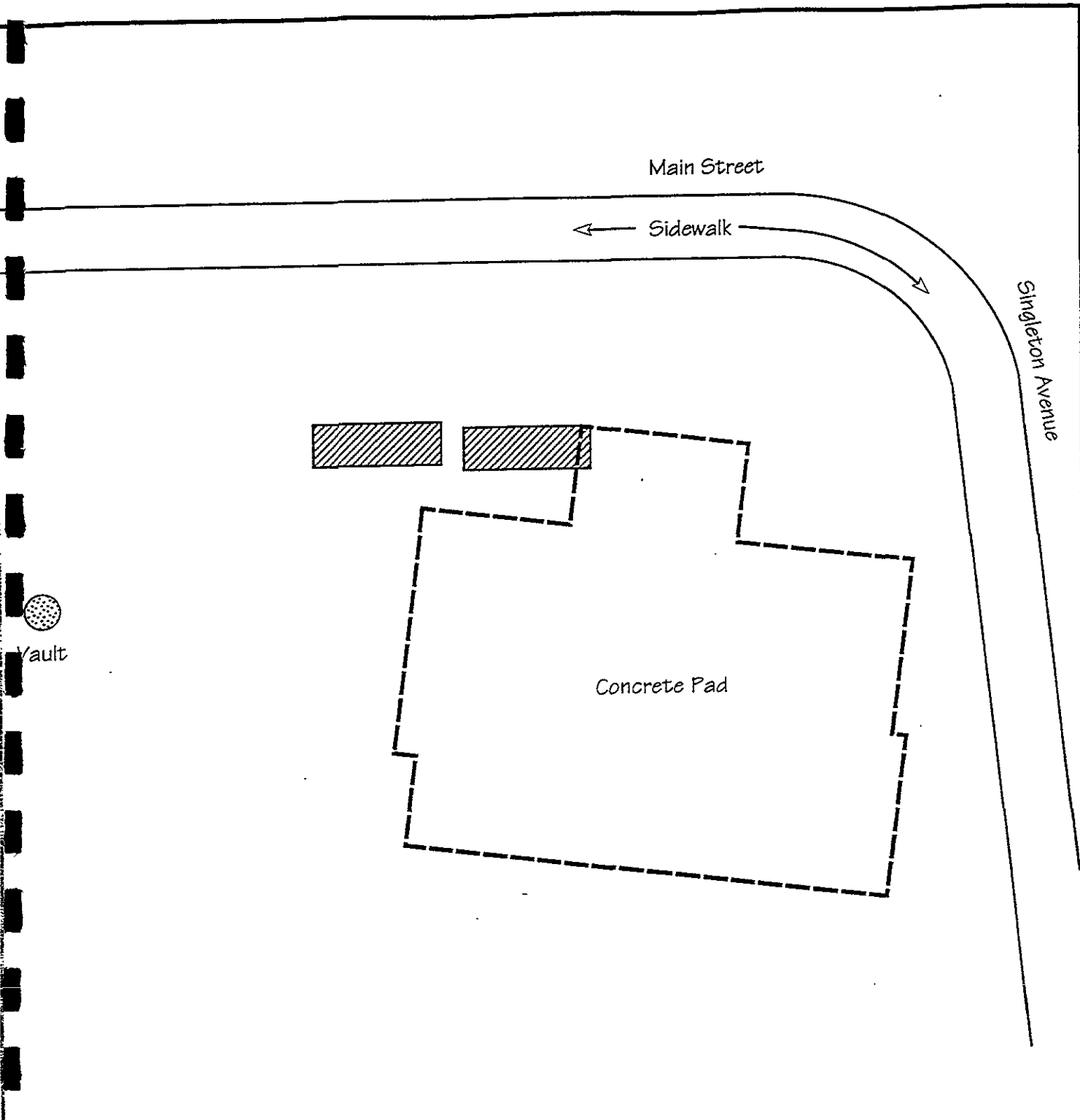


David DeMent, RG
Senior Geologist

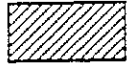


SOURCE: Thomas Guide CD ROM, 1997

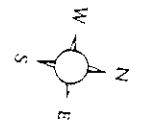
Title: Location Map Main St. and Singleton Ave. Alameda, California	
Figure Number: 1	Scale: 1" = 1/4 mi
Drawn By: NHD	Date: 5/17/99
Project No: 6209-014.00	
ACC Environmental Consultants 7977 Capwell Drive, Suite 100 Oakland, California 94621 (510) 638-8400 Fax (510) 638-8404	



Legend

 - Location of 6,000-gallon USTs

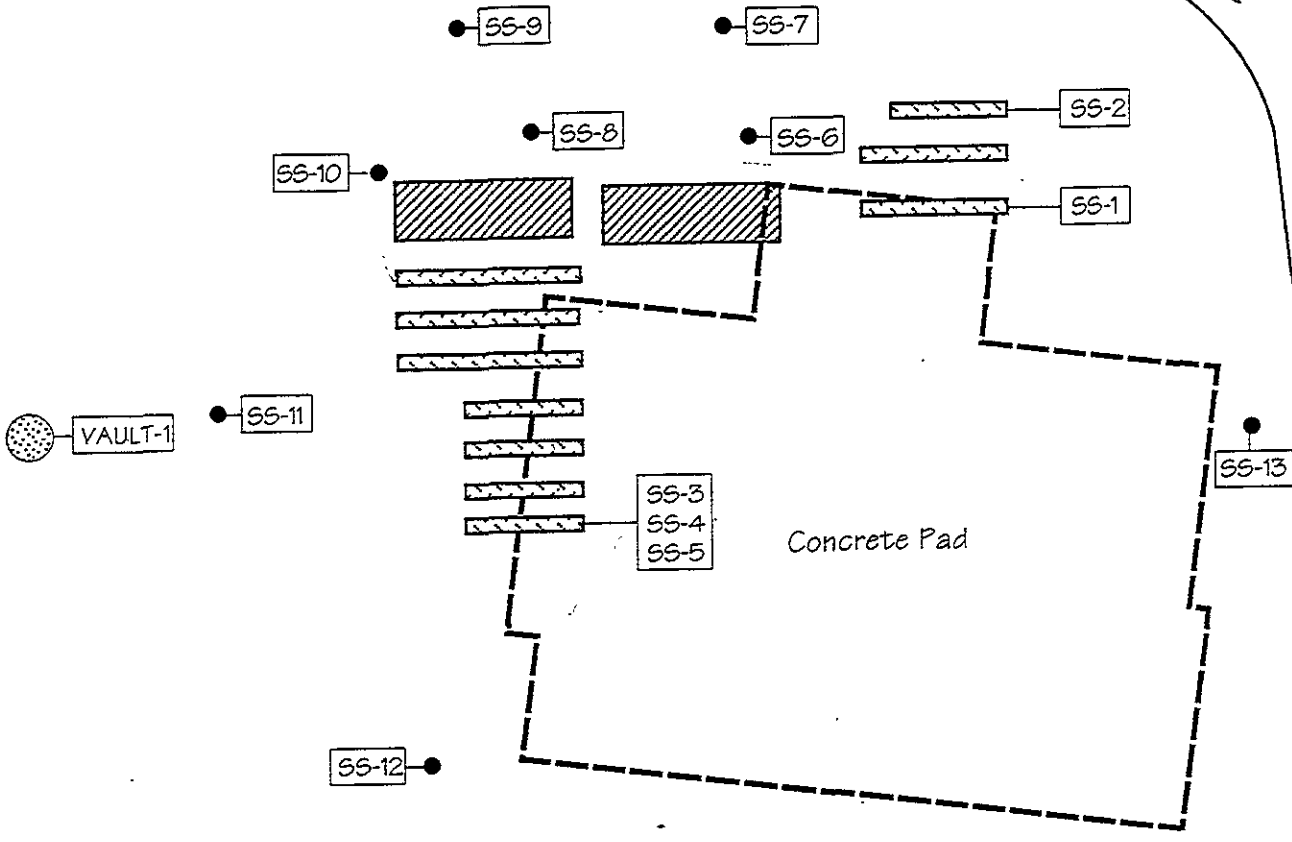
Title: Site Plan and UST Location Main St. and Singleton Ave. Alameda, California	
Figure No. 2	Date: 5/17/99
Drawn By: NHD	Scale: 1" = 20'
Project No. 6209-014.00	
ACC Environmental Consultants 7977 Cabwell Drive, Suite 100 Oakland, California 94621	
(510)638-8400 Fax (510)638-8404	



Main Street

← Sidewalk

Singleton Avenue

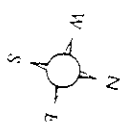


Legend

- SS-1 - Soil Sample Location
- Trench Excavated During UST Location Activities (Soil Samples Obtained From Bottom of Trench)
- Location of 6,000-gallon USTs

Note: All Soil Samples Obtained From 4-5 Feet Below Ground Surface (bgs)

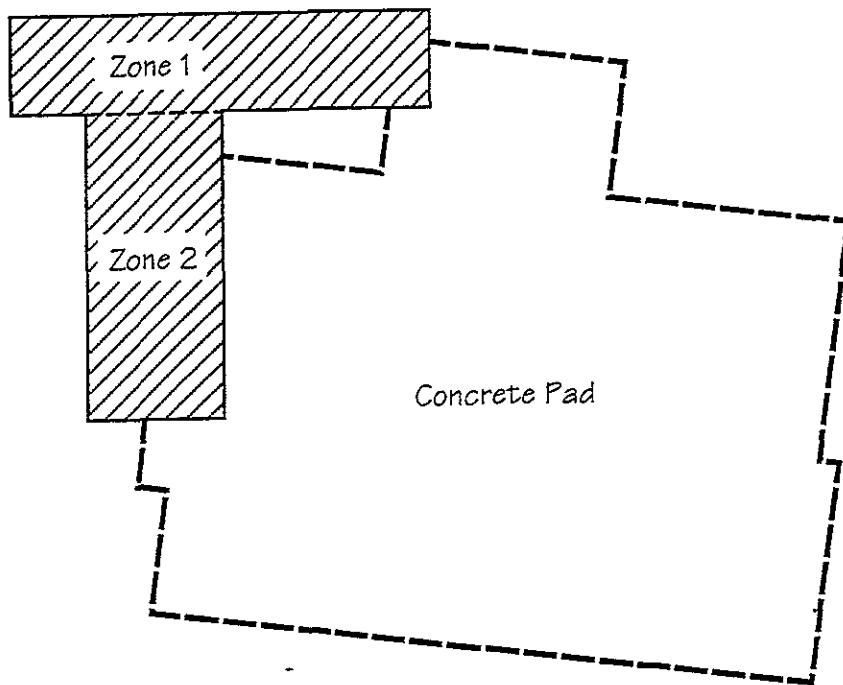
Title: Soil Sample Locations Main St. and Singleton Ave. Alameda, California	
Figure No: 3	Date: 5/17/99
Drawn By: NHD	Scale: 1" = 20'
Project No: 6209-014.00	
ACC Environmental Consultants 7977 Capwell Drive, Suite 100 Oakland, California 94621	
(510)638-8400 Fax: (510)638-8404	



Main Street

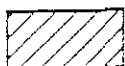
← Sidewalk

Singleton Avenue



Vault

Legend



- Zones of Recommended Excavation

Title: **Zones of Recommended Excavation**
 Main St. and Singleton Ave.
 Alameda, California

Figure No 4 Date: 5/17/99

Drawn By NHD Scale 1" = 20'

Project No 6209-014.00

ACC Environmental Consultants
 7977 Capwell Drive, Suite 100
 Oakland, California 94621

(510)638-8400 Fax: (510)638-8404



CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-05-1011

To: ACC Environmental Consultants

Attn.: Dave DeMent

Test Method: 8015M

Prep Method: 3550/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SS-1,2	Lab Sample ID: 1999-05-1011-001
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 08:30	Extracted: 05/13/1999 11:01
Matrix: Soil	QC-Batch: 1999/05/13-03.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	13	1.0	mg/Kg	1.00	05/14/1999 14:03	ndp
Motor Oil	78	50	mg/Kg	1.00	05/14/1999 14:03	
Surrogate(s) o-Terphenyl	105.5	60-130	%	1.00	05/14/1999 14:03	

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015M
 Prep Method: 3550/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SS-3	Lab Sample ID: 1999-05-1011-003
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 11:28	Extracted: 05/13/1999 11:01
Matrix: Soil	QC-Batch: 1999/05/13-03.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	610	10	mg/Kg	10.00	05/14/1999 09:55	ndp
Motor Oil	2800	500	mg/Kg	10.00	05/14/1999 09:55	
Surrogate(s) o-Terphenyl	246.5	60-130	%	1.00	05/14/1999 09:55	sh

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: **ACC Environmental Consultants**

Attn.: Dave DeMent

Test Method: 8015M

Prep Method: 3550/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SS-5	Lab Sample ID: 1999-05-1011-005
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 11:45	Extracted: 05/13/1999 11:01
Matrix: Soil	QC-Batch: 1999/05/13-03.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	570	20	mg/Kg	20.00	05/13/1999 23:03	ndp
Motor Oil	1800	1000	mg/Kg	20.00	05/13/1999 23:03	
Surrogate(s) o-Terphenyl	321.3	60-130	%	1.00	05/13/1999 23:03	sh

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010A
7471A

Attn.: Dave DeMent

Prep Method: 3050A
7471A

CAM 17 Metals

Sample ID: Dales(SS-10,12,13,SP-1,2)	Lab Sample ID: 1999-05-1029-010
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 10:16	Extracted: 05/12/1999 13:59
Matrix: Soil	QC-Batch: 1999/05/12-01.15

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Antimony	ND	2.0	mg/Kg	1.00	05/12/1999 14:05	
Arsenic	6.0	1.0	mg/Kg	1.00	05/12/1999 14:05	
Barium	34	1.0	mg/Kg	1.00	05/12/1999 14:05	
Beryllium	ND	0.50	mg/Kg	1.00	05/12/1999 14:05	
Cadmium	ND	0.50	mg/Kg	1.00	05/12/1999 14:05	
Chromium	26	1.0	mg/Kg	1.00	05/12/1999 14:05	
Cobalt	4.6	1.0	mg/Kg	1.00	05/12/1999 14:05	
Copper	17	1.0	mg/Kg	1.00	05/12/1999 14:05	
Lead	26	1.0	mg/Kg	1.00	05/12/1999 14:05	
Molybdenum	ND	1.0	mg/Kg	1.00	05/12/1999 14:05	
Nickel	26	1.0	mg/Kg	1.00	05/12/1999 14:05	
Selenium	ND	2.0	mg/Kg	1.00	05/12/1999 14:05	
Silver	ND	1.0	mg/Kg	1.00	05/12/1999 14:05	
Thallium	ND	1.0	mg/Kg	1.00	05/12/1999 14:05	
Vanadium	20	1.0	mg/Kg	1.00	05/12/1999 14:05	
Zinc	200	1.0	mg/Kg	1.00	05/12/1999 14:05	
Mercury	0.053	0.050	mg/Kg	1.00	05/13/1999 14:05	

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010A

Attn.: Dave DeMent

Prep Method: 3050A

Lead by Flame AA

Sample ID: SS-1,2	Lab Sample ID: 1999-05-1011-001
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 08:30	Extracted: 05/12/1999 14:21
Matrix: Soil	QC-Batch: 1999/05/12-04.17

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Lead	15	1.0	mg/Kg	1.00	05/12/1999 14:21	

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010A

Attn.: Dave DeMent

Prep Method: 3050A

Lead by Flame AA

Sample ID: SS-3	Lab Sample ID: 1999-05-1011-003
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 11:28	Extracted: 05/12/1999 14:21
Matrix: Soil	QC-Batch: 1999/05/12-04.17

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Lead	ND	1.0	mg/Kg	1.00	05/12/1999 14:21	

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-1,2	Lab Sample ID: 1999-05-1011-001
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 08:30	Extracted: 05/12/1999 16:39
Matrix: Soil	QC-Batch: 1999/05/12-01.02

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	1.0	mg/Kg	1.00	05/12/1999 16:39	
Benzene	ND	0.0050	mg/Kg	1.00	05/12/1999 16:39	
Toluene	ND	0.0050	mg/Kg	1.00	05/12/1999 16:39	
Ethyl benzene	ND	0.0050	mg/Kg	1.00	05/12/1999 16:39	
Xylene(s)	ND	0.0050	mg/Kg	1.00	05/12/1999 16:39	
Surrogate(s)						
4-Bromofluorobenzene	120.0	65-135	%	1.00	05/12/1999 16:39	
Trifluorotoluene	99.0	65-135	%	1.00	05/12/1999 16:39	

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

No Title Defined !

Sample ID: SS-3	Lab Sample ID: 1999-05-1011-003
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 11:28	Extracted: 05/13/1999 23:07
Matrix: Soil	QC-Batch: 1999/05/13-05.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	20	10	mg/Kg	1.00	05/13/1999 23:07	g
Benzene	ND	0.62	mg/Kg	1.00	05/13/1999 23:07	
Toluene	ND	0.62	mg/Kg	1.00	05/13/1999 23:07	
Ethyl benzene	ND	0.62	mg/Kg	1.00	05/13/1999 23:07	
Xylene(s)	ND	0.62	mg/Kg	1.00	05/13/1999 23:07	
Surrogate(s)						
Trifluorotoluene	86.0	53-125	%	1.00	05/13/1999 23:07	
4-Bromofluorobenzene-FID	NA	58-124	ug/L	1.00	05/13/1999 23:07	
Trifluorotoluene-FID	NA	53-125	mg/Kg	1.00	05/13/1999 23:07	

1220 Quarry Lane * Pleasanton, California 94566-4755
Telephone (925) 484-1919 * Facsimile: (925) 484-1096

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-4	Lab Sample ID: 1999-05-1011-004
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 11:41	Extracted: 05/13/1999 19:05
Matrix: Soil	QC-Batch: 1999/05/13-01.02

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	3.9	1.0	mg/Kg	1.00	05/13/1999 19:05	g
Benzene	ND	0.0050	mg/Kg	1.00	05/13/1999 19:05	
Toluene	0.0098	0.0050	mg/Kg	1.00	05/13/1999 19:05	
Ethyl benzene	0.014	0.0050	mg/Kg	1.00	05/13/1999 19:05	
Xylene(s)	0.064	0.0050	mg/Kg	1.00	05/13/1999 19:05	
Surrogate(s)						
4-Bromofluorobenzene	156.4	65-135	%	1.00	05/13/1999 19:05	sh
Trifluorotoluene	64.0	65-135	%	1.00	05/13/1999 19:05	sl

1220 Quarry Lane * Pleasanton, California 94566-4756
Telephone: (925) 484-1919 * Facsimile: (925) 484-1096

CHROMALAB, INC.

Submission #: 1999-05-1011

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

No Title Defined !

Sample ID: SS-5	Lab Sample ID: 1999-05-1011-005
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/07/1999 11:45	Extracted: 05/13/1999 00:03
Matrix: Soil	QC-Batch: 1999/05/13-05.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	130	10	mg/Kg	1.00	05/14/1999 00:03	g
Benzene	ND	0.62	mg/Kg	1.00	05/14/1999 00:03	
Toluene	ND	0.62	mg/Kg	1.00	05/14/1999 00:03	
Ethyl benzene	2.0	0.62	mg/Kg	1.00	05/14/1999 00:03	
Xylene(s)	1.9	0.62	mg/Kg	1.00	05/14/1999 00:03	
Surrogate(s)						
Trifluorotoluene	107.0	53-125	%	1.00	05/14/1999 00:03	
Trifluorotoluene-FID	154.0	53-125	%	1.00	05/14/1999 00:03	sh

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-6	Lab Sample ID: 1999-05-1029-001
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 08:40	Extracted: 05/13/1999 11:24
Matrix: Soil	QC-Batch: 1999/05/13-01.02

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	18	1.0	mg/Kg	1.00	05/13/1999 11:24	
Benzene	0.063	0.0050	mg/Kg	1.00	05/13/1999 11:24	
Toluene	0.089	0.0050	mg/Kg	1.00	05/13/1999 11:24	
Ethyl benzene	0.083	0.0050	mg/Kg	1.00	05/13/1999 11:24	
Xylene(s)	0.44	0.0050	mg/Kg	1.00	05/13/1999 11:24	
Surrogate(s)						
4-Bromofluorobenzene	4870.5	65-135	%	1.00	05/13/1999 11:24	sh
Trifluorotoluene	872.1	65-135	%	1.00	05/13/1999 11:24	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-7	Lab Sample ID: 1999-05-1029-002
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 08:55	Extracted: 05/13/1999 11:50
Matrix: Soil	QC-Batch: 1999/05/13-01.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	1.0	mg/Kg	1.00	05/13/1999 11:50	
Benzene	ND	0.0050	mg/Kg	1.00	05/13/1999 11:50	
Toluene	ND	0.0050	mg/Kg	1.00	05/13/1999 11:50	
Ethyl benzene	ND	0.0050	mg/Kg	1.00	05/13/1999 11:50	
Xylene(s)	ND	0.0050	mg/Kg	1.00	05/13/1999 11:50	
Surrogate(s)						
4-Bromofluorobenzene	67.0	65-135	%	1.00	05/13/1999 11:50	
Trifluorotoluene	83.6	65-135	%	1.00	05/13/1999 11:50	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-8	Lab Sample ID: 1999-05-1029-003
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 09:09	Extracted: 05/11/1999 20:49
Matrix: Soil	QC-Batch: 1999/05/11-01.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	1.0	mg/Kg	1.00	05/11/1999 20:49	
Benzene	ND	0.0050	mg/Kg	1.00	05/11/1999 20:49	
Toluene	ND	0.0050	mg/Kg	1.00	05/11/1999 20:49	
Ethyl benzene	ND	0.0050	mg/Kg	1.00	05/11/1999 20:49	
Xylene(s)	ND	0.0050	mg/Kg	1.00	05/11/1999 20:49	
Surrogate(s)						
4-Bromofluorobenzene	49.6	65-135	%	1.00	05/11/1999 20:49	sl
Trifluorotoluene	69.2	65-135	%	1.00	05/11/1999 20:49	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-9	Lab Sample ID: 1999-05-1029-004
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 09:19	Extracted: 05/12/1999 12:21
Matrix: Soil	QC-Batch: 1999/05/12-01.02

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	1.0	mg/Kg	1.00	05/12/1999 12:21	
Benzene	ND	0.0050	mg/Kg	1.00	05/12/1999 12:21	
Toluene	ND	0.0050	mg/Kg	1.00	05/12/1999 12:21	
Ethyl benzene	ND	0.0050	mg/Kg	1.00	05/12/1999 12:21	
Xylene(s)	ND	0.0050	mg/Kg	1.00	05/12/1999 12:21	
Surrogate(s)						
4-Bromofluorobenzene	99.8	65-135	%	1.00	05/12/1999 12:21	
Trifluorotoluene	100.0	65-135	%	1.00	05/12/1999 12:21	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX

Sample ID: SS-10	Lab Sample ID: 1999-05-1029-005
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 09:30	Extracted: 05/13/1999 12:16
Matrix: Soil	QC-Batch: 1999/05/13-01.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	1.0	mg/Kg	1.00	05/13/1999 12:16	
Benzene	ND	0.0050	mg/Kg	1.00	05/13/1999 12:16	
Toluene	ND	0.0050	mg/Kg	1.00	05/13/1999 12:16	
Ethyl benzene	ND	0.0050	mg/Kg	1.00	05/13/1999 12:16	
Xylene(s)	ND	0.0050	mg/Kg	1.00	05/13/1999 12:16	
Surrogate(s)						
4-Bromofluorobenzene	80.2	65-135	%	1.00	05/13/1999 12:16	
Trifluorotoluene	80.4	65-135	%	1.00	05/13/1999 12:16	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 8015M

Attn.: Dave DeMent

Prep Method: 3550/8015M

TEPH - Total Extractable Petroleum Hydrocarbons

Sample ID: SS-11	Lab Sample ID: 1999-05-1029-006
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 09:43	Extracted: 05/12/1999 10:45
Matrix: Soil	QC-Batch: 1999/05/12-01.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	6.8	1.0	mg/Kg	1.00	05/12/1999 20:19	y
Motor Oil	ND	50	mg/Kg	1.00	05/12/1999 20:19	
Surrogate(s) o-Terphenyl	80.8	60-130	%	1.00	05/12/1999 20:19	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015M
 Prep Method: 3550/8015M

TEPH -Total Extractable Petroleum Hydrocarbons

Sample ID: SS-12	Lab Sample ID: 1999-05-1029-007
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 09:55	Extracted: 05/12/1999 10:45
Matrix: Soil	QC-Batch: 1999/05/12-01.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	95	10	mg/Kg	10.00	05/13/1999 00:30	.x
Motor Oil	ND	500	mg/Kg	10.00	05/13/1999 00:30	
<i>Surrogate(s)</i> o-Terphenyl	178.8	60-130	%	1.00	05/13/1999 00:30	

CHROMALAB, INC.

Submission #: 1999-05-1029

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015M
 Prep Method: 3550/8015M

TEPH - Total Extractable Petroleum Hydrocarbons

Sample ID: SS-13	Lab Sample ID: 1999-05-1029-008
Project: 99-6209-014.00 MAIN & SINGLETON	Received: 05/10/1999 17:35
Sampled: 05/10/1999 10:16	Extracted: 05/12/1999 10:45
Matrix: Soil	QC-Batch: 1999/05/12-01.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	14	1.0	mg/Kg	1.00	05/12/1999 19:44	y
Motor Oil	ND	50	mg/Kg	1.00	05/12/1999 19:44	
<i>Surrogate(s)</i> o-Terphenyl	94.6	60-130	%	1.00	05/12/1999 19:44	

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015M
 Prep Method: 3550/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: VAULT-1	Lab Sample ID: 1999-05-1011-006
Project: 99-6209-014.0 MAIN & SINGLETON	Received: 05/07/1999 18:14
Sampled: 05/06/1999 10:05	Extracted: 05/18/1999 10:08
Matrix: Soil	QC-Batch: 1999/05/18-01.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	180	1.0	mg/Kg	1.00	05/18/1999 16:54	ndp
Motor Oil	210	50	mg/Kg	1.00	05/18/1999 16:54	
Surrogate(s) o-Terphenyl	211.9	60-130	%	1.00	05/18/1999 16:54	sh

CHROMALAB, INC.

1220 Quarry Lane • Pleasanton, California 94566-4750
 510/404-1019 • Facsimile 510/404-1088

Chain of Custody

DATE 5/7/99 PAGE 1 OF 1

Environmental Services (SDB) (DOHS 1094)

ANALYSIS REPORT

PROJ MGR Dave Bellert
 COMPANY ACC
 ADDRESS 7977 Capwell
Oakland, CA 94608
 SAMPLERS (SIGNATURE) Ned Doran
 (PHONE NO.) 510-638-8400
 (FAX NO.) 510-638-8404

SAMPLE ID.	DATE	TIME	MATRIX	PRESERV.	TEH (EPA 8015, 8020) By Gas w/ BTEX CMR/BE	PURGEABLE AROMATICS BTEX (EPA 8020)	TPH-Diesel (EPA 8015H)	TEPH (EPA 8015H) Chloroform, Methylene, B.M.O.	FURANAL HALOCARBONS, (HVOCS) (EPA 8010)	VOLATILE ORGANICS (VOCs) (EPA 8260)	SEMIVOLATILES (EPA 8270)	TOTAL OIL AND GREASE (SM 5520 8+F, E+F)	PESTICIDES (EPA 8080) PCP'S (EPA 8090)	PNA's by <input type="checkbox"/> 8270 <input type="checkbox"/> 8310	<input type="checkbox"/> Spec. Cond. <input type="checkbox"/> TSS <input type="checkbox"/> TDS	LUFT METALS: Cd, Cr, Pb, Ni, Zn	CAM 17 METALS (EPA 8010/7470/271)	TOTAL LEAD	D.W.E.I. (STLC) DTCLP	<input type="checkbox"/> Equivalent Chlorination <input type="checkbox"/> pH (24 hr hold time for H2O)	NUMBER OF CONTAINERS	
SS-1	5/7/99	0830	soil	cold	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	COMPOSITE	1
SS-2	5/7/99	0912	soil	cold	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	COMPOSITE	1
SS-3	5/7/99	1128	soil	cold	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		1
SS-4	5/7/99	1141	soil	cold	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		1
SS-5	5/7/99	1145	soil	cold	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		1
VAULT-1	5/6/99	1005	soil	cold	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		1

PROJECT INFORMATION		SAMPLE RECEIPT			
PROJECT NAME <u>Main & Singleton</u>	TOTAL NO. OF CONTAINERS <u>24</u>	HEAD SPACE	TEMPERATURE	CONFORMS TO RECORD	
PROJECT NUMBER <u>99-6209-01A 00</u>					
P.O. #					
TAT	STANDARD 5-DAY			24	48
				72	OTHER
Report: <input type="checkbox"/> Routine <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4 <input type="checkbox"/> Electronic Report					
SPECIAL INSTRUCTIONS/COMMENTS: <u>* Please composite SS-1 & SS-2 into 1 sample [SS-2]</u>					

RELINQUISHED BY <u>Ned Doran 1331</u> (SIGNATURE) (NAME) <u>Ned Doran 5/7/99</u> (PRINTED NAME) (DATE) <u>ACC</u> (COMPANY)	RELINQUISHED BY _____ (SIGNATURE) (NAME) _____ (PRINTED NAME) (DATE) _____ (COMPANY)	RELINQUISHED BY _____ (SIGNATURE) (NAME) _____ (PRINTED NAME) (DATE) _____ (COMPANY)
RECEIVED BY <u>[Signature] 1331</u> (SIGNATURE) (NAME) <u>[Signature] 5-7-99</u> (PRINTED NAME) (DATE) <u>Chromalab</u> (COMPANY)	RECEIVED BY _____ (SIGNATURE) (NAME) _____ (PRINTED NAME) (DATE) _____ (COMPANY)	RECEIVED BY (LABORATORY) _____ (SIGNATURE) (NAME) _____ (PRINTED NAME) (DATE) _____ (LAB)

CHROMALAB, INC.

1220 Quarry Lane • Pleasanton, California 94566-4756
510/484-1919 • Facsimile 510/484-1098

DATE 5/10/99 PAGE 1 OF 2

Environmental Services (SDB) (DOLIS 1094)

PROJ MGR Dave DeMent
 COMPANY ACC Environmental
 ADDRESS 7977 Capwell
Oakland 94608

SAMPLES (SIGNATURE) Neil Doran
 (PHONE NO) 510-638-8400
 (FAX NO) 510-638-8404

ANALYSIS REPORT

SAMPLE ID.	DATE	TIME	MATRIX	PRESERV	TPH (EPA 8015, 8020) <input type="checkbox"/> Gas w/ <input type="checkbox"/> BTEX <input type="checkbox"/> CMTE	PURGEABLE AROMATICS BTEX (EPA 8020)	TPH-Diesel (EPA 8015M)	TEPH (EPA 8015M) <input type="checkbox"/> Diesel <input type="checkbox"/> O. <input type="checkbox"/> Other	PURGEABLE HALOCARBONS (HYOCs) (EPA 8010)	VOLATILE ORGANICS (VOCs) (EPA 8260)	SEMIVOLATILES (EPA 8270)	TOTAL OIL AND GREASE (SM 5520 B+F, E+F)	<input type="checkbox"/> PESTICIDES (EPA 8080) <input type="checkbox"/> PCB'S (EPA 8080)	PNA's by <input type="checkbox"/> 8270 <input type="checkbox"/> 8310	<input type="checkbox"/> Spec. Cond. <input type="checkbox"/> TSS <input type="checkbox"/> TDS	LUFT METALS: Cd, Cr, Pb, Ni, Zn <u>CAM 17 METALS</u> (EPA 6010/7470/7471)	TOTAL LEAD	C.V.E.T. (STLC) C.T.C.P.	<input type="checkbox"/> Hexavalent Chromium <input type="checkbox"/> pH (2-4 hr hold time for H2O)	NUMBER OF CONTAINERS
SS-6	5/10/99	0840	soil	cold	<input checked="" type="checkbox"/>															1
SS-7	5/10/99	0855	soil	cold	<input checked="" type="checkbox"/>															1
SS-8	5/10/99	0909	soil	cold	<input checked="" type="checkbox"/>															1
SS-9	5/10/99	0919	soil	cold	<input checked="" type="checkbox"/>															1
SS-10	5/10/99	0936	soil	cold	<input checked="" type="checkbox"/>															1
SS-11	5/10/99	0943	soil	cold	<input checked="" type="checkbox"/>															1
SS-12	5/10/99	0955	soil	cold	<input checked="" type="checkbox"/>															1
SS-13	5/10/99	1016	soil	cold	<input checked="" type="checkbox"/>															1

COMPOSITE (See notes)

PROJECT INFORMATION

PROJECT NAME Mash & Singleton
 PROJECT NUMBER 99-6209-014.00
 P O #

SAMPLE RECEIPT

TOTAL NO. OF CONTAINERS
 HEAD SPACE
 TEMPERATURE
 CONFORMS TO RECORD

TAT STANDARD 5 DAY
 24 48 72 OTHER

SPECIAL INSTRUCTIONS/COMMENTS:
 Report: (1) Routine (1) Level 2 (1) Level 3 (1) Level 4 (1) Electronic Report
 * Please composite SS-10, SS-12, SS-13 and SS-1, SS-2 (submitted 5/7/99) for CAM 17 analysis. Please label this sample [DALES].

RELINQUISHED BY

Neil Doran (SIGNATURE) (TIME)
Neil Doran 5/10/99 (PRINTED NAME) (DATE)
ACC (COMPANY)

RECEIVED BY

[Signature] (SIGNATURE) (TIME) 1635
Neil Doran 5.10.99 (PRINTED NAME) (DATE)
Chromalab (COMPANY)

RELINQUISHED BY

(SIGNATURE) (TIME)
 (PRINTED NAME) (DATE)
 (COMPANY)

RECEIVED BY

(SIGNATURE) (TIME)
 (PRINTED NAME) (DATE)
 (COMPANY)

RELINQUISHED BY

(SIGNATURE) (TIME)
 (PRINTED NAME) (DATE)
 (COMPANY)

RECEIVED BY (LABORATORY)

(SIGNATURE) (TIME)
 (PRINTED NAME) (DATE)
 (LAB)

EXHIBIT B. UNDERGROUND STORAGE TANK LOCATION OVERSIGHT REPORT SUPPLEMENT

August 19, 1999

Mr. Wesley Adams
City Engineer
950 West Mall Square, Room 110
Alameda, California 94501

RE: Underground Storage Tank Location Oversight Report – Supplement
Dale's Bar, Main Street and Singleton Avenue, Alameda, California
ACC Project No. 99-6209-014.01

Dear Mr. Adams:

Enclosed please find three copies of the Supplement to the Underground Storage Tank Location Oversight Report for the site previously occupied by Dale's Bar, Main Street and Singleton Avenue, Alameda, California (Figure 1). The goals of this investigation were to: 1) obtain grab groundwater samples in order to characterize groundwater conditions at the site, 2) to determine if any impact to groundwater has migrated off site, 3) sample stockpiled soil located approximately 500 feet north of the site to characterize the soil for potential use at the site, and 4) report the findings in a letter report to the City of Alameda (Client).

In addition, ACC collected one soil sample near a region at the site identified in a previous investigation to contain petroleum hydrocarbons. The purpose of this sample was to confirm the previous results and determine the spatial extent of impact.

BACKGROUND

The subject site is located on the corner of Singleton Avenue and Main Street at the western boundary of the Greenbelt Property. The site was formerly occupied by a gas station, which reportedly may have contained up to seven gasoline, used oil, and virgin oil underground storage tanks (USTs), and was most recently occupied by Dale's Bar. The building which housed the bar has been demolished and currently only part of the concrete slab remains. On behalf of the Client, ACC previously conducted oversight for excavation activities related to the location and identification of suspect USTs and one hydraulic lift. In addition, ACC collected soil samples from various locations about the site to characterize subsurface soil conditions and to delineate the spatial extent of soil impacted by petroleum hydrocarbons. For the current investigation, ACC advanced five exploratory soil borings to determine if petroleum hydrocarbons originating from former and existing USTs have impacted shallow groundwater, and if impacted groundwater has migrated off site.

FIELD ACTIVITIES

Grab Groundwater Sampling

Field work was performed by ACC on August 13, 1999. Five exploratory soil borings were advanced at locations illustrated on Figure 2. Borings were advanced using a pneumatically-driven direct push sampling tool equipped with 1.5-inch inside-diameter stainless steel rods. The lead rod was equipped with a disposable sacrifice tip backed by a 2-foot stainless steel screen. Once the lead rod was advanced to the zone of first-encountered water (8 to 10 feet below ground surface), a push rod was advanced down the center of the boring and the exterior rods were simultaneously withdrawn, exposing the steel screen to the formation. Grab groundwater samples were collected using a dedicated, stainless steel bailer attached to new string for each sample. Water samples were transferred to 40-milliliter VOA vials and 1-liter amber bottles. Samples were identified with adhesive labels and stored in a pre-chilled cooler during transfer to Chromalab, Inc. (Chromalab), a state-certified analytical laboratory, following standard chain of custody protocol. Grab groundwater samples were analyzed for total petroleum hydrocarbons as gas (TPHg), benzene, toluene, ethylbenzene and total xylenes (BTEX), and methyl tertiary butyl ether (MTBE) by EPA Methods 8015 and 8020, and for total extractable petroleum hydrocarbons (TEPH) as diesel and motor oil by EPA Method 8015 Modified.

Soil Sampling

One soil sample was collected from the subject site to confirm analytical results from samples previously obtained by ACC. During previous operations at the site related to identification and location of two USTs, ACC collected a soil sample near the edge of the concrete pad in the vicinity of a former hydraulic hoist. Analytical results reported a concentration of up to 610 parts per million (ppm) diesel, up to 2,800 ppm motor oil, and up to 130 ppm TPHg. ACC collected a confirmation soil sample from 10 feet away at approximately the same depth (5 feet below ground surface).

At the request of the Client, ACC sampled a nearby soil pile to profile the material for possible later use at the subject site. Sampling protocol consisted of filling four brass sleeves with material collected at four representative points along the pile. Once filled, the brass sleeves were capped with Teflon and plastic end caps. The samples were each assigned a unique, individual sample number, placed in a pre-chilled cooler, and transferred following standard chain of custody protocol to Chromalab. The four samples were composited by the laboratory into one sample and analyzed for TEPH by EPA Method 8015 Modified, and for 17 California Assessment Metals (CAM 17) by EPA Method 6010.

ANALYTICAL RESULTS

Analytical results indicated detectable levels of TPHg, BTEX constituents, and diesel-range hydrocarbons in grab groundwater samples and various CAM 17 metals in samples taken from the soil pile north of the subject site. TPHg concentrations in water ranged from nondetect to 100 parts per billion (ppb). BTEX concentrations were nondetect to 2 ppb total xylenes in sample SB-5. No benzene was reported in any of the grab groundwater samples. Concentrations of diesel-range hydrocarbons ranged from 150 ppb to 240 ppb. MTBE was not detected. Analytical results of grab groundwater samples are summarized in Table 1.

One soil sample was taken at the subject site (soil boring SB-5 at a depth of 5 feet bgs) and analyzed for TEPH as diesel and motor oil. Neither constituent was detected above the laboratory reporting limits of 1 ppm and 50 ppm, respectively.

Detectable concentrations of diesel, motor oil and several CAM 17 metals were reported in samples taken from the soil pile located north of the subject site. Motor oil was detected at a concentration of 2,000 ppm, and diesel fuel at a concentration of 330 ppm. CAM 17 and TEPH analytical results are summarized in Table 2. All laboratory analytical results and chain of custody records are attached.

TABLE 1 - GRAB GROUNDWATER SAMPLE ANALYTICAL RESULTS

Sample ID	TPHg	Benzene	Toluene	Ethyl-benzene	Total Xylenes	Diesel	Motor Oil	MTBE
SB-1	100	<0.5	<0.5	<0.5	<0.5	230*	<640	<5.0
SB-2	<50	<0.5	<0.5	<0.5	<0.5	—	—	<5.0
SB-4	<50	<0.5	<0.5	<0.5	<0.5	150*	<630	<5.0
SB-5	<50	<0.5	1.7	0.83	2.0	240*	<610	<5.0

Notes: All results reported in micrograms per liter ($\mu\text{g/L}$), approximately equal to parts per billion (ppb)

— Not analyzed

< Sample tested below the laboratory detection limit indicated

* Hydrocarbon reported does not match the laboratory diesel standard

TABLE 2 - SUMMARY OF CAM 17 METALS AND TEPH

Soil PLE

Constituent	SP(1-4)	Residential PRG	Northbay Average**
Antimony	<2.0	30	1.3-101
Arsenic	5.7	21	16-65
Barium	230	5,200	500
Beryllium	<0.5	150	<1
Cadmium	<0.5	9.0*	—
Chromium	46	210	100-700
Cobalt	7.9	3,300	15-70
Copper	81	2,800	50-300
Lead	94	130*	30-300
Mercury	0.53	22	0.082-0.13
Molybdenum	<1.0	370	<3
Nickel	44	150*	30-200
Selenium	<2.0	370	0.5
Silver	<1.0	370	—
Thallium	<1.0	6.0	—
Vanadium	25	520	150-500
Zinc	140	22,000	120-510
Diesel	330	—	—
Motor Oil	2,000	—	—

Notes: All results are in milligrams per kilogram (mg/kg) approximately equal to parts per million (ppm)
 < Not detected above laboratory reporting limit indicated
 * California Modified Preliminary Remediation Goal
 ** According to United States Geologic Survey Professional Paper 1270

DISCUSSION

The scope of work described herein was intended to determine if shallow groundwater at the site has been impacted from existing and former USTs, and if constituents of concern have migrated off site. Additionally, ACC collected soil samples from an off site soil pile to characterize the soil for possible use at the site.

Reported concentrations of petroleum hydrocarbons in grab groundwater samples indicate that a minor, residual impact remains at the site. However, this impact is largely limited to diesel-range

Mr. Wesley Adams
August 19, 1999
Page 5

hydrocarbons which are unlikely to pose a significant threat to human health or the environment. Groundwater quality is believed to be poor in the region due to the site's proximity to the Oakland Estuary and San Francisco Bay, and recharge in the temporary soil borings was extremely slow. Analytical results indicate that the hydrocarbons reported do not match the laboratory standard for diesel fuel. ACC believes that these diesel-range constituents represent degraded motor oil, and as such possess a low potential for further migration in shallow groundwater. Furthermore, extremely low levels of BTEX constituents indicate that diesel fuel is not present in high concentrations at the site.

Analytical results from the soil pile located near the subject site reported detectable concentrations of several CAM 17 metals and diesel and motor oil. Concentrations of metals are indicative of naturally occurring background levels, and all metal concentrations are well below the residential preliminary remediation goals (PRGs) set by the California EPA, Region IX. Furthermore, the concentrations are similar to levels in soil at Dale's Bar as determined by a previous subsurface investigation by ACC. ACC believes the concentration of motor oil (2,000 ppm) to be anomalous and probably due to the presence of asphalt fragments in the soil. The stockpiles soil should be resampled prior to being used as backfill material.

One soil sample was taken at Dale's Bar from 5 feet bgs to investigate an area previously identified to contain elevated levels of petroleum hydrocarbons. Analytical results reported no detectable concentrations of diesel or motor oil, indicating that the impact is limited to a zone which was likely formerly occupied by a UST.

Mr. Wesley Adams
August 19, 1999
Page 6

CONCLUSIONS

Based on analytical results and field activities, ACC concludes:

- A minor, residual impact to shallow groundwater remains at the site;
- The first-encountered water bearing zone provides a low volume of poor-quality groundwater which is not likely to be utilized;
- The primary constituent of concern is likely degraded motor oil reported as diesel-range hydrocarbons, which possesses a low migration potential and is unlikely to adversely affect human health or the environment;
- Concentrations of metals reported in the soil pile located near the subject site are all well below residential PRGs and represent background conditions;
- The zone of impacted soil formerly identified at the subject site is restricted to a zone immediately adjacent to the former USTs; and
- ACC is not aware of any constituent of concern that would require soil to be disposed at a Class I or Class II facility.

If you have any questions regarding this letter or the findings of the work, please contact me at (510) 638-8400.

Sincerely,



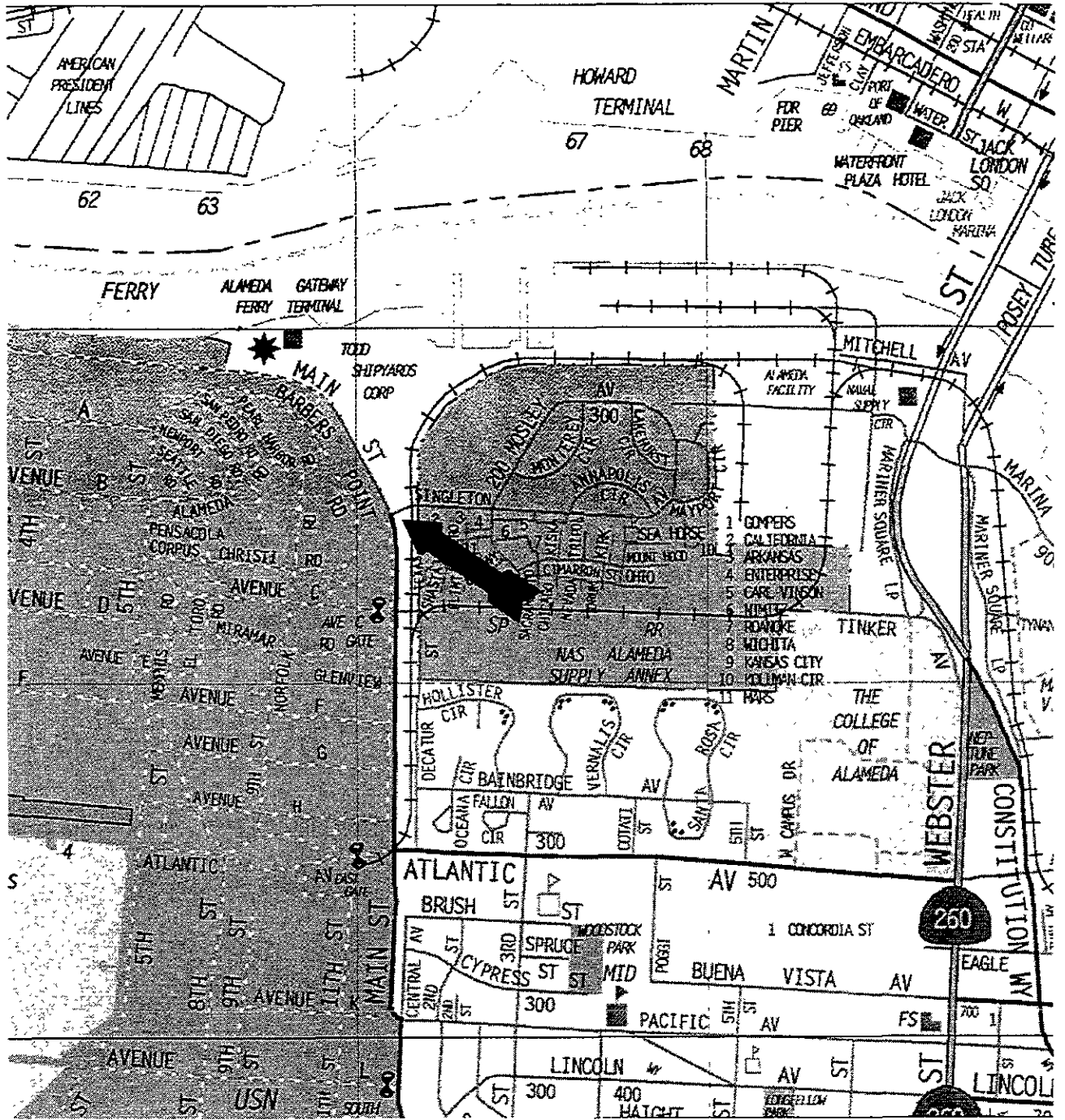
Neil Doran
Staff Geologist



David DeMent, RG
Senior Geologist

/nhd:drd

Attachments



SOURCE Thomas Guide CD ROM, 1997

Title: Site Location Map
Main Street and Singleton Avenue
Alameda, California

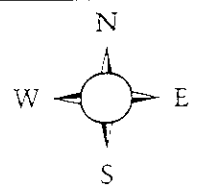
Figure Number 1 Scale 1" = 1/4 Mile

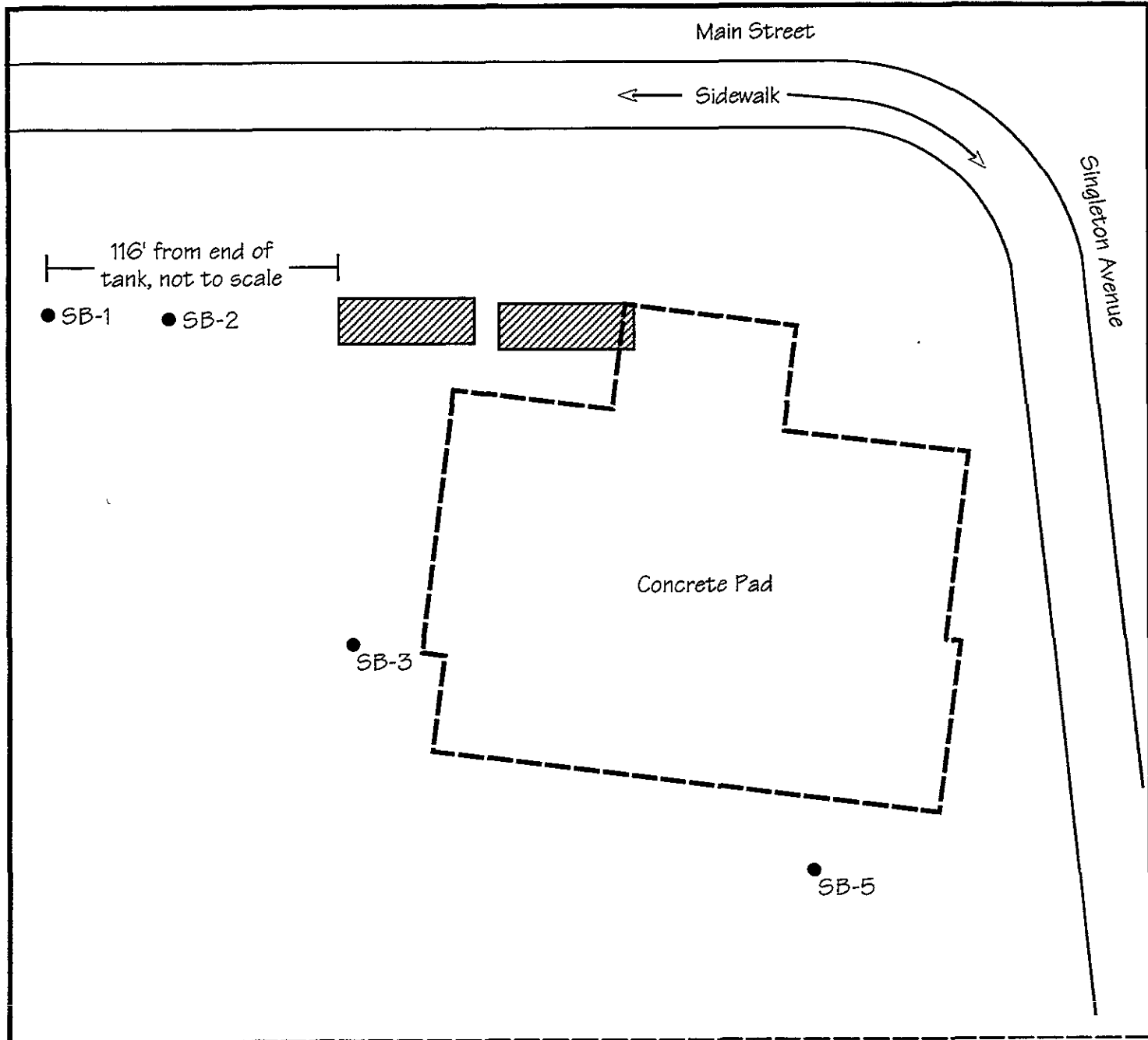
Project Number 6209-014.01 Drawn By NHD

Date 8/18/99

A.C.C.
ENVIRONMENTAL
CONSULTANTS

7977 Capwe Drive, Suite 100
Oakland, California 94621
510 638-8400 Fax 510 638-8404





Approximate Location of Former Railroad

Legend

- SB-5 - ACC Soil Boring and Sample Location
- ▨ - Location of 6,000-gallon USTs
- SB-4

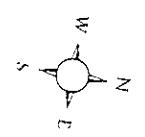
Title Site Plan and Sample Locations
Main St. and Singleton Ave.
Alameda, California

Figure No 2 Date 8/18/99

Drawn By NHD Scale: 1" = 20'

Project No 6209-014.01

ACC Environmental Consultants
7977 Cabwell Drive, Suite 100
Oakland, California 94621
510/638-8400 Fax 510/638-8404



Cinder Block Wall

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

Date: August 18, 1999

ACC Environmental Consultants
7977 Capwell Drive, Suite 100
Oakland, CA 94621

Attn.: Mr. Dave DeMent

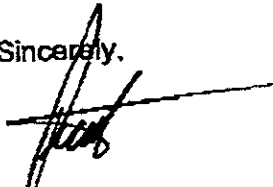
Project: 6209.014.01
Dale's Bar

Dear Mr. DeMent,

Attached is our report for your samples received on Friday August 13, 1999.
This report has been reviewed and approved for release. Reproduction of this report
is permitted only in its entirety.

Please note that any unused portion of the samples will be discarded after September 12, 1999
unless you have requested otherwise. We appreciate the opportunity to be of service to you.
If you have any questions, please call me at (925) 484-1919.

Sincerely,



Pierre Monette

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

Total Extractable Petroleum Hydrocarbons (TEPH)

ACC Environmental Consultants

☐ 7977 Capwell Drive, Suite 100
Oakland, CA 94621

Attn: Dave DeMent

Phone: (510) 638-8400 Fax: (510) 638-8404

Project #: 6209.014.01

Project: Dale's Bar

Samples Reported

Sample ID	Matrix	Date Sampled	Lab #
SB3-5	Soil	08/13/1999 10:15	2
SB-1	Water	08/13/1999 09:00	3
SB-4	Water	08/13/1999 11:00	5
SB-5	Water	08/13/1999 11:30	6

1220 Quarry Lane * Pleasanton, CA 94566-4756
Telephone: (925) 484-1919 * Facsimile: (925) 484-1096

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SB3-5	Lab Sample ID: 1999-08-0204-002
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 10:15	Extracted: 08/16/1999 09:11
Matrix: Soil	QC-Batch: 1999/08/16-01.10

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	ND	1.0	mg/Kg	1.00	08/17/1999 13:19	
Motor Oil	ND	50	mg/Kg	1.00	08/17/1999 13:19	
Surrogate(s) o-Terphenyl	66.1	60-130	%	1.00	08/17/1999 13:19	

1220 Quarry Lane * Pleasanton, CA 94586-4756
 Telephone: (925) 484-1919 * Facsimile (925) 484-1096

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: **ACC Environmental Consultants**
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SB-1	Lab Sample ID: 1999-08-0204-003
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 09:00	Extracted: 08/16/1999 17:18
Matrix: Water	QC-Batch: 1999/08/16-03.10
Sample/Analysis Flag: rl (See Legend & Note section)	

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	230	64	ug/L	1.28	08/17/1999 14:06	ndp
Motor Oil	ND	640	ug/L	1.28	08/17/1999 14:06	
Surrogate(s) o-Terphenyl	99.5	60-130	%	1.28	08/17/1999 14:06	

1220 Quarry Lane * Pleasanton, CA 94566-4758
 Telephone: (925) 484-1919 * Facsimile: (925) 484-1096

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: **ACC Environmental Consultants**
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SB-4	Lab Sample ID: 1999-08-0204-005
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 11:00	Extracted: 08/16/1999 17:18
Matrix: Water	QC-Batch: 1999/08/16-03.10
Sample/Analysis Flag: rl (See Legend & Note section)	

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	150	63	ug/L	1.27	08/17/1999 14:54	ndp
Motor Oil	ND	630	ug/L	1.27	08/17/1999 14:54	
Surrogate(s) o-Terphenyl	60.9	60-130	%	1.27	08/17/1999 14:54	

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: **ACC Environmental Consultants**
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SB-5	Lab Sample ID: 1999-08-0204-006
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 11:30	Extracted: 08/16/1999 17:18
Matrix: Water	QC-Batch: 1999/08/16-03.10
Sample/Analysis Flag: rl (See Legend & Note section)	

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	240	61	ug/L	1.22	08/17/1999 15:42	ndp
Motor Oil	ND	610	ug/L	1.22	08/17/1999 15:42	
Surrogate(s) o-Terphenyl	90.5	60-130	%	1.22	08/17/1999 15:42	

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Batch QC Report
 Total Extractable Petroleum Hydrocarbons (TEPH)

Method Blank	Water	QC Batch # 1999/08/16-03.10
MB: 1999/08/16-03.10-001		Date Extracted: 08/16/1999 09:00

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Diesel	ND	50	ug/L	08/17/1999 02:50	
Motor Oil	ND	500	ug/L	08/17/1999 02:50	
Surrogate(s) o-Terphenyl	83.5	60-130	%	08/17/1999 02:50	

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Batch QC Report
 Total Extractable Petroleum Hydrocarbons (TEPH)

Method Blank	Soil	QC Batch # 1999/08/16-01.10
MB: 1999/08/16-01.10-001		Date Extracted: 08/16/1999 09:00

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Diesel	ND	1	mg/Kg	08/17/1999 14:18	
Motor Oil	ND	50	mg/Kg	08/17/1999 14:18	
Surrogate(s) o-Terphenyl	85.0	60-130	%	08/17/1999 14:18	

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn: Dave DeMent

Test Method: 8015m
 Prep Method: 3510/8015M
 3550/8015M

Batch QC Report

Total Extractable Petroleum Hydrocarbons (TEPH)

Laboratory Control Spike (LCS/LCSD)	Water	QC Batch # 1999/08/16-03.10
LCS: 1999/08/16-03.10-002	Extracted: 08/16/1999 09:00	Analyzed: 08/17/1999 09:13
LCSD: 1999/08/16-03.10-003	Extracted: 08/16/1999 09:00	Analyzed: 08/17/1999 10:01

Compound	Conc. [ug/L]		Exp. Conc. [ug/L]		Recovery [%]		RPD	Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD		Recovery	RPD	LCS	LCSD
Diesel	766	965	1250	1250	61.3	77.2	23.0	60-130	25		
Surrogate(s) o-Terphenyl	16.3	17.9	20.0	20.0	81.5	89.5		60-130			

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants
 Attn: Dave DeMent

Test Method: 8015m
 Prep Method: 3510/8015M
 3550/8015M

Batch QC Report

Total Extractable Petroleum Hydrocarbons (TEPH)

Laboratory Control Spike (LCS/LCSD)	Soil	QC Batch # 1999/08/16-01.10
LCS: 1999/08/16-01.10-002	Extracted: 08/16/1999 09:00	Analyzed: 08/17/1999 15:19
LCSD: 1999/08/16-01.10-003	Extracted: 08/16/1999 09:00	Analyzed: 08/17/1999 15:51

Compound	Conc. [mg/Kg]		Exp. Conc. [mg/Kg]		Recovery [%]		RPD [%]	Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD		Recovery	RPD	LCS	LCSD
Diesel	32.0	27.7	41.7	41.7	78.7	66.4	14.4	60-130	25		
Surrogate(s) o-Terphenyl	21.0	18.9	20.0	20.0	105.0	94.5		60-130			

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants
Attn: Dave DeMent

Test Method: 8015m
Prep Method: 3510/8015M
3550/8015M

Legend & Notes

Total Extractable Petroleum Hydrocarbons (TEPH)

Analysis Flags

rt

Reporting limits raised due to insufficient sample volume.

Analyte Flags

ndp

Hydrocarbon reported does not match the pattern of our Diesel standard

CHROMALAB, INC.
Environmental Services (SDB)

Submission #: 1999-08-0204

Date: August 19, 1999

ACC Environmental Consultants
7977 Capwell Drive, Suite 100
Oakland, CA 94621

Attn.: Mr. Dave DeMent

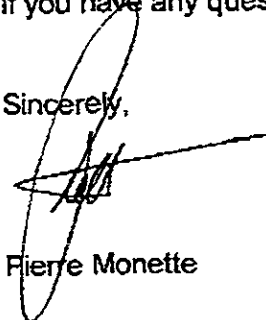
Project: 6209.014.01
Dale's Bar

Dear Mr. DeMent,

Attached is our report for your samples received on Friday August 13, 1999.
This report has been reviewed and approved for release. Reproduction of this report
is permitted only in its entirety.

Please note that any unused portion of the samples will be discarded after September 12, 1999
unless you have requested otherwise. We appreciate the opportunity to be of service to you.
If you have any questions, please call me at (925) 484-1919.

Sincerely,



Fierre Monette

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants
 Attn.: Dave DeMent

Test Method: 8015m
 Prep Method: 3550/8015M
 3510/8015M

Total Extractable Petroleum Hydrocarbons (TEPH)

Sample ID: SP-1,2,3,4	Lab Sample ID: 1999-08-0204-001
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999	Extracted: 08/17/1999 08:31
Matrix: Soil	QC-Batch: 1999/08/17-01.10
Sample/Analysis Flag: shc (See Legend & Note section)	

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Diesel	330	20	mg/Kg	20.00	08/19/1999 12:18	ld
Motor Oil	2000	1000	mg/Kg	20.00	08/19/1999 12:18	
<i>Surrogate(s)</i> o-Terphenyl	152.6	60-130	%	20.00	08/19/1999 12:18	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

Gas/BTEX and MTBE

ACC Environmental Consultants

☐ 7977 Capwell Drive, Suite 100
Oakland, CA 94621

Attn: Dave DeMent

Phone: (510) 638-8400 Fax: (510) 638-8404

Project #: 6209.014.01

Project: Dale's Bar

Samples Reported

Sample ID	Matrix	Date Sampled	Lab #
SB-1	Water	08/13/1999 09:00	3
SB-2	Water	08/13/1999 10:00	4
SB-4	Water	08/13/1999 11:00	5
SB-5	Water	08/13/1999 11:30	6

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX and MTBE

Sample ID: SB-1	Lab Sample ID: 1999-08-0204-003
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 09:00	Extracted: 08/17/1999 19:15
Matrix: Water	QC-Batch: 1999/08/17-01.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	100	50	ug/L	1.00	08/17/1999 19:15	g
Benzene	ND	0.50	ug/L	1.00	08/17/1999 19:15	
Toluene	ND	0.50	ug/L	1.00	08/17/1999 19:15	
Ethyl benzene	ND	0.50	ug/L	1.00	08/17/1999 19:15	
Xylene(s)	ND	0.50	ug/L	1.00	08/17/1999 19:15	
MTBE	ND	5.0	ug/L	1.00	08/17/1999 19:15	
Surrogate(s)						
Trifluorotoluene	102.2	58-124	%	1.00	08/17/1999 19:15	
4-Bromofluorobenzene-FID	87.5	50-150	%	1.00	08/17/1999 19:15	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX and MTBE

Sample ID: SB-2	Lab Sample ID: 1999-08-0204-004
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 10:00	Extracted: 08/16/1999 21:43
Matrix: Water	QC-Batch: 1999/08/16-01.01

Compound	Result	Rep.Limit	Units	Ditution	Analyzed	Flag
Gasoline	ND	50	ug/L	1.00	08/16/1999 21:43	
Benzene	ND	0.50	ug/L	1.00	08/16/1999 21:43	
Toluene	ND	0.50	ug/L	1.00	08/16/1999 21:43	
Ethyl benzene	ND	0.50	ug/L	1.00	08/16/1999 21:43	
Xylene(s)	ND	0.50	ug/L	1.00	08/16/1999 21:43	
MTBE	ND	5.0	ug/L	1.00	08/16/1999 21:43	
Surrogate(s)						
Trifluorotoluene	89.2	58-124	%	1.00	08/16/1999 21:43	
4-Bromofluorobenzene-FID	81.7	50-150	%	1.00	08/16/1999 21:43	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX and MTBE

Sample ID: SB-4	Lab Sample ID: 1999-08-0204-005
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 11:00	Extracted: 08/17/1999 19:42
Matrix: Water	QC-Batch: 1999/08/17-01.01

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	50	ug/L	1.00	08/17/1999 19:42	
Benzene	ND	0.50	ug/L	1.00	08/17/1999 19:42	
Toluene	ND	0.50	ug/L	1.00	08/17/1999 19:42	
Ethyl benzene	ND	0.50	ug/L	1.00	08/17/1999 19:42	
Xylene(s)	ND	0.50	ug/L	1.00	08/17/1999 19:42	
MTBE	ND	5.0	ug/L	1.00	08/17/1999 19:42	
Surrogate(s)						
Trifluorotoluene	94.3	58-124	%	1.00	08/17/1999 19:42	
Trifluorotoluene-FID	87.9	58-124	%	1.00	08/17/1999 19:42	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Gas/BTEX and MTBE

Sample ID: SB-5	Lab Sample ID: 1999-08-0204-006
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999 11:30	Extracted: 08/17/1999 18:58
Matrix: Water	QC-Batch: 1999/08/17-01.03

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Gasoline	ND	50	ug/L	1.00	08/17/1999 18:58	
Benzene	ND	0.50	ug/L	1.00	08/17/1999 18:58	
Toluene	1.7	0.50	ug/L	1.00	08/17/1999 18:58	
Ethyl benzene	0.83	0.50	ug/L	1.00	08/17/1999 18:58	
Xylene(s)	2.0	0.50	ug/L	1.00	08/17/1999 18:58	
MTBE	ND	5.0	ug/L	1.00	08/17/1999 18:58	
Surrogate(s)						
Trifluorotoluene	105.4	58-124	%	1.00	08/17/1999 18:58	
4-Bromofluorobenzene-FID	106.1	50-150	%	1.00	08/17/1999 18:58	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Batch QC Report
Gas/BTEX and MTBE

Method Blank

Water

QC Batch # 1999/08/16-01.01

MB: 1999/08/16-01.01-001

Date Extracted: 08/16/1999 06:37

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Gasoline	ND	50	ug/L	08/16/1999 06:37	
Benzene	ND	0.5	ug/L	08/16/1999 06:37	
Toluene	ND	0.5	ug/L	08/16/1999 06:37	
Ethyl benzene	ND	0.5	ug/L	08/16/1999 06:37	
Xylene(s)	ND	0.5	ug/L	08/16/1999 06:37	
MTBE	ND	5.0	ug/L	08/16/1999 06:37	
Surrogate(s)					
Trifluorotoluene	83.4	58-124	%	08/16/1999 06:37	
4-Bromofluorobenzene-FID	69.0	50-150	%	08/16/1999 06:37	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Batch QC Report
Gas/BTEX and MTBE

Method Blank	Water	QC Batch # 1999/08/17-01.01
MB: 1999/08/17-01.01-001		Date Extracted: 08/17/1999 15:39

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Gasoline	ND	50	ug/L	08/17/1999 15:39	
Benzene	ND	0.5	ug/L	08/17/1999 15:39	
Toluene	ND	0.5	ug/L	08/17/1999 15:39	
Ethyl benzene	ND	0.5	ug/L	08/17/1999 15:39	
Xylene(s)	ND	0.5	ug/L	08/17/1999 15:39	
MTBE	ND	5.0	ug/L	08/17/1999 15:39	
Surrogate(s)					
Trifluorotoluene	99.4	58-124	%	08/17/1999 15:39	
Trifluorotoluene-FID	92.0	58-124	%	08/17/1999 15:39	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn.: Dave DeMent

Prep Method: 5030

Batch QC Report
Gas/BTEX and MTBE

Method Blank

Water

QC Batch # 1999/08/17-01.03

MB: 1999/08/17-01.03-001

Date Extracted: 08/18/1999 07:39

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Gasoline	ND	50	ug/L	08/18/1999 07:39	
Benzene	ND	0.5	ug/L	08/18/1999 07:39	
Toluene	ND	0.5	ug/L	08/18/1999 07:39	
Ethyl benzene	ND	0.5	ug/L	08/18/1999 07:39	
Xylene(s)	ND	0.5	ug/L	08/18/1999 07:39	
MTBE	ND	5.0	ug/L	08/18/1999 07:39	
Surrogate(s)					
4-Bromofluorobenzene	120.2	50-150	%	08/18/1999 07:39	
Trifluorotoluene	121.4	58-124	%	08/18/1999 07:39	
4-Bromofluorobenzene-FID	112.6	50-150	%	08/18/1999 07:39	

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn: Dave DeMent

Prep Method: 5030

Batch QC Report

Gas/BTEX and MTBE

Laboratory Control Spike (LCS/LCSD)

Water

QC Batch # 1999/08/16-01.01

LCS: 1999/08/16-01.01-002

Extracted: 08/16/1999 10:01

Analyzed: 08/16/1999 10:01

LCSD: 1999/08/16-01.01-003

Extracted: 08/16/1999 07:56

Analyzed: 08/16/1999 07:56

Compound	Conc. [ug/L]		Exp. Conc. [ug/L]		Recovery [%] RPD			Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD	RPD [%]	Recovery	RPD	LCS	LCSD
Gasoline	522	551	500	500	104.4	110.2	5.4	75-125	20		
Benzene	99.6	106	100.0	100.0	99.6	106.0	6.2	77-123	20		
Toluene	102	105	100.0	100.0	102.0	105.0	2.9	78-122	20		
Ethyl benzene	96.1	102	100.0	100.0	96.1	102.0	6.0	70-130	20		
Xylene(s)	284	300	300	300	94.7	100.0	5.4	75-125	20		
Surrogate(s)											
Trifluorotoluene	527	524	500	500	105.4	104.8		58-124			
4-Bromofluorobenzene-FI	476	519	500	500	95.2	103.8		50-150			

1220 Quarry Lane * Pleasanton, CA 94566-4756

Telephone (925) 484-1919 * Facsimile (925) 484-1096

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn: Dave DeMent

Prep Method: 5030

Batch QC Report

Gas/BTEX and MTBE

Laboratory Control Spike (LCS/LCSD)	Water	QC Batch # 1999/08/17-01.01
LCS: 1999/08/17-01.01-002	Extracted: 08/17/1999 09:23	Analyzed: 08/17/1999 09:23
LCSD: 1999/08/17-01.01-003	Extracted: 08/17/1999 10:52	Analyzed: 08/17/1999 10:52

Compound	Conc. [ug/L]		Exp. Conc. [ug/L]		Recovery [%]		RPD	Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD		Recovery	RPD	LCS	LCSD
Gasoline	463	518	500	500	92.6	103.6	—	75-125	20		
Benzene	109	108	100.0	100.0	109.0	108.0	0.9	77-123	20		
Toluene	108	106	100.0	100.0	108.0	106.0	1.9	78-122	20		
Ethyl benzene	105	108	100.0	100.0	105.0	108.0	2.8	70-130	20		
Xylene(s)	311	323	300	300	103.7	107.7	3.8	75-125	20		
Surrogate(s)											
4-Bromofluorobenzene	501	491	500	500	100.2	98.2		50-150			
Trifluorotoluene	498	539	500	500	99.6	107.8		58-124			
4-Bromofluorobenzene-FID	499	491	500	500	99.8	98.2		50-150			
Trifluorotoluene-FID	525	539	500	500	105.0	107.8		58-124			

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn: Dave DeMent

Prep Method: 5030

Batch QC Report

Gas/BTEX and MTBE

Laboratory Control Spike (LCS/LCSD)

Water

QC Batch # 1999/08/17-01.03

LCS: 1999/08/17-01.03-002

Extracted: 08/17/1999 16:38

Analyzed: 08/17/1999 16:38

LCSD: 1999/08/17-01.03-003

Extracted: 08/17/1999 17:34

Analyzed: 08/17/1999 17:34

Compound	Conc. [ug/L]		Exp. Conc. [ug/L]		Recovery [%]		RPD [%]	Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD		Recovery	RPD	LCS	LCSD
Gasoline	562	580	500	500	112.4	116.0	3.2	75-125	20		
Benzene	85.3	96.8	100.0	100.0	85.3	96.8	12.6	77-123	20		
Toluene	86.0	97.2	100.0	100.0	86.0	97.2	12.2	78-122	20		
Ethyl benzene	83.5	93.2	100.0	100.0	83.5	93.2	11.0	70-130	20		
Xylene(s)	243	275	300	300	81.0	91.7	12.4	75-125	20		
Surrogate(s)											
4-Bromofluorobenzene	436	557	500	500	87.2	111.4		50-150			
Trifluorotoluene	477	540	500	500	95.4	108.0		58-124			
4-Bromofluorobenzene-F1	593	557	500	500	118.6	111.4		50-150			

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants

Test Method: 8015M
8020

Attn: Dave DeMent

Prep Method: 5030

Legend & Notes

Gas/BTEX and MTBE

Analyte Flags

g

Hydrocarbon reported in the gasoline range does not match our gasoline standard.

CHROMALAB, INC.

Environmental Services (SDB)

Submission #: 1999-08-0204

To: ACC Environmental Consultants
Attn: Dave DeMent

Test Method: 8015m
Prep Method: 3510/8015M
3550/8015M

Legend & Notes

Total Extractable Petroleum Hydrocarbons (TEPH)

Analysis Flags

ri

Reporting limits raised due to insufficient sample volume.

Analyte Flags

ndp

Hydrocarbon reported does not match the pattern of our Diesel standard

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

CAM 17 Metals

ACC Environmental Consultants

✉ 7977 Capwell Drive, Suite 100
Oakland, CA 94621

Attn: Dave DeMent

Phone: (510) 638-8400 Fax: (510) 638-8404

Project #: 6209.014.01

Project: Dale's Bar

Samples Reported

Sample ID	Matrix	Date Sampled	Lab #
SP-1,2,3,4	Soil	08/13/1999	1

1220 Quarry Lane * Pleasanton, CA 94566-4756
Telephone: (925) 484-1919 * Facsimile: (925) 484-1096

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010B
7471A

Attn.: Dave DeMent

Prep Method: 3050B
7471A

CAM 17 Metals

Sample ID: SP-1,2,3,4	Lab Sample ID: 1999-08-0204-001
Project: 6209.014.01 Dale's Bar	Received: 08/13/1999 17:53
Sampled: 08/13/1999	Extracted: 08/16/1999 13:08
Matrix: Soil	QC-Batch: 1999/08/16-03.15

Compound	Result	Rep.Limit	Units	Dilution	Analyzed	Flag
Antimony	ND	2.0	mg/Kg	1.00	08/17/1999 11:34	
Arsenic	5.7	1.0	mg/Kg	1.00	08/17/1999 11:34	
Barium	230	1.0	mg/Kg	1.00	08/17/1999 11:34	
Beryllium	ND	0.50	mg/Kg	1.00	08/17/1999 11:34	
Cadmium	ND	0.50	mg/Kg	1.00	08/17/1999 11:34	
Chromium	46	1.0	mg/Kg	1.00	08/17/1999 11:34	
Cobalt	7.9	1.0	mg/Kg	1.00	08/17/1999 11:34	
Copper	81	1.0	mg/Kg	1.00	08/17/1999 11:34	
Lead	94	1.0	mg/Kg	1.00	08/17/1999 11:34	
Molybdenum	ND	1.0	mg/Kg	1.00	08/17/1999 11:34	
Nickel	44	1.0	mg/Kg	1.00	08/17/1999 11:34	
Selenium	ND	2.0	mg/Kg	1.00	08/17/1999 11:34	
Silver	ND	1.0	mg/Kg	1.00	08/17/1999 11:34	
Thallium	ND	1.0	mg/Kg	1.00	08/17/1999 11:34	
Vanadium	25	1.0	mg/Kg	1.00	08/17/1999 11:34	
Zinc	140	1.0	mg/Kg	1.00	08/17/1999 11:34	
Mercury	0.53	0.050	mg/Kg	1.00	08/16/1999 14:37	

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010B
7471A

Attn.: Dave DeMent

Prep Method: 3050B
7471A

Batch QC Report CAM 17 Metals

Method Blank	Soil	QC Batch # 1999/08/16-03.16
MB: 1999/08/16-03.16-005		Date Extracted: 08/16/1999 13:11

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Mercury	ND	0.050	mg/Kg	08/16/1999 14:21	

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010B
7471A

Attn.: Dave DeMent

Prep Method: 3050B
7471A

Batch QC Report
CAM 17 Metals

Method Blank	Soil	QC Batch # 1999/08/16-03.15
MB: 1999/08/16-03.15-022		Date Extracted: 08/16/1999 13:08

Compound	Result	Rep.Limit	Units	Analyzed	Flag
Antimony	ND	2.0	mg/Kg	08/17/1999 10:41	
Arsenic	ND	1.0	mg/Kg	08/17/1999 10:41	
Barium	ND	1.0	mg/Kg	08/17/1999 10:41	
Beryllium	ND	0.50	mg/Kg	08/17/1999 10:41	
Cadmium	ND	0.50	mg/Kg	08/17/1999 10:41	
Chromium	ND	1.0	mg/Kg	08/17/1999 10:41	
Cobalt	ND	1.0	mg/Kg	08/17/1999 10:41	
Copper	ND	1.0	mg/Kg	08/17/1999 10:41	
Lead	ND	1.0	mg/Kg	08/17/1999 10:41	
Molybdenum	ND	1.0	mg/Kg	08/17/1999 10:41	
Nickel	ND	1.0	mg/Kg	08/17/1999 10:41	
Selenium	ND	2.0	mg/Kg	08/17/1999 10:41	
Silver	ND	1.0	mg/Kg	08/17/1999 10:41	
Thallium	ND	1.0	mg/Kg	08/17/1999 10:41	
Vanadium	ND	1.0	mg/Kg	08/17/1999 10:41	
Zinc	ND	1.0	mg/Kg	08/17/1999 10:41	

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010B
7471A

Attn: Dave DeMent

Prep Method: 3050B
7471A

Batch QC Report

CAM 17 Metals

Laboratory Control Spike (LCS/LCSD)		Soil		QC Batch # 1999/08/16-03.16	
LCS:	1999/08/16-03.16-006	Extracted:	08/16/1999 13:11	Analyzed:	08/16/1999 14:22
LCSD:	1999/08/16-03.16-007	Extracted:	08/16/1999 13:11	Analyzed:	08/16/1999 14:23

Compound	Conc. [mg/Kg]		Exp. Conc. [mg/Kg]		Recovery [%]		RPD [%]	Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD		Recovery	RPD	LCS	LCSD
Mercury	0.518	0.544	0.500	0.500	103.2	108.8	5.3	85-115	20		

Submission #: 1999-08-0204

CHROMALAB, INC.

Environmental Services (SDB)

To: ACC Environmental Consultants

Test Method: 6010B
7471A

Attn: Dave DeMent

Prep Method: 3050B
7471A

Batch QC Report

CAM 17 Metals

Laboratory Control Spike (LCS/LCSD)	Soil	QC Batch # 1999/08/16-03.15
LCS: 1999/08/16-03.15-023	Extracted: 08/16/1999 13:08	Analyzed: 08/17/1999 10:45
LCSD: 1999/08/16-03.15-024	Extracted: 08/16/1999 13:08	Analyzed: 08/17/1999 10:48

Compound	Conc. [mg/Kg]		Exp. Conc. [mg/Kg]		Recovery [%]		RPD [%]	Ctrl. Limits [%]		Flags	
	LCS	LCSD	LCS	LCSD	LCS	LCSD		Recovery	RPD	LCS	LCSD
Antimony	92.8	92.8	100.0	100.0	92.8	92.8	0.0	80-120	20		
Arsenic	97.3	96.6	100.0	100.0	97.3	96.6	0.7	80-120	20		
Barium	95.5	93.8	100.0	100.0	95.5	93.8	1.8	80-120	20		
Beryllium	97.1	94.6	100.0	100.0	97.1	94.6	2.6	80-120	20		
Cadmium	95.3	93.8	100.0	100.0	95.3	93.8	1.6	80-120	20		
Chromium	96.5	95.7	100.0	100.0	96.5	95.7	0.8	80-120	20		
Cobalt	95.0	93.5	100.0	100.0	95.0	93.5	1.6	80-120	20		
Copper	96.9	95.4	100.0	100.0	96.9	95.4	1.6	80-120	20		
Lead	93.9	93.1	100.0	100.0	93.9	93.1	0.9	80-120	20		
Molybdenum	98.2	96.9	100.0	100.0	98.2	96.9	1.3	80-120	20		
Nickel	93.9	92.6	100.0	100.0	93.9	92.6	1.4	80-120	20		
Selenium	93.9	93.5	100.0	100.0	93.9	93.5	0.4	80-120	20		
Silver	96.6	95.1	100.0	100.0	96.6	95.1	1.6	80-120	20		
Thallium	96.8	95.5	100.0	100.0	96.8	95.5	1.4	80-120	20		
Vanadium	97.4	95.7	100.0	100.0	97.4	95.7	1.8	80-120	20		
Zinc	91.5	90.4	100.0	100.0	91.5	90.4	1.2	80-120	20		

CHROMALAB, INC.

Environmental Services (SDB) (DOHS 1084)

1220 Quarry Lane • Pleasanton, California 94566-4750
510/484-1919 • Facsimile 510/484-1086

Reference #:

Chain of Custody

DATE 8/13/99 PAGE 1 OF 1

PROJECT MGR					ANALYSIS REPORT															NUMBER OF CONTAINERS			
COMPANY					TPH-EPA 8015, 80201	PURGEABLE AROMATICS	TPH-Diesel (EPA 8015M)	TPH (EPA 8015M)	PURGEABLE HALOCARBONS, (EPOCS) (EPA 8020)	VOLATILE ORGANICS (VOCs) (EPA 8260)	SEMI-VOLATILES (EPA 8270)	TOTAL OIL AND GREASE (SM 6520 B+F, E+F)	PESTICIDES (EPA 8080)	PCP'S (EPA 8090)	PNA's by (EPA 8270)	Spec. Cond. (EPA 8270)	LIQUID METALS: (EPA 8270)	CAM 17 METALS (EPA 801074707471)	TOTAL LEAD		WEL. (STLC) (EPA 8270)	Equivalent Chromium (EPA 8270)	
PROJECT MGR: <u>Dave DeMent</u>																							
COMPANY: <u>ACC</u>																							
ADDRESS:																							
SAMPLERS (SIGNATURE): <u>Neil Doan</u>																							
(PHONE NO.): <u>510-678-8400</u>																							
(FAX NO.): <u>510-678-8404</u>																							
SAMPLE ID.	DATE	TIME	MATRIX	PRESERV.	TPH-EPA 8015, 80201	PURGEABLE AROMATICS	TPH-Diesel (EPA 8015M)	TPH (EPA 8015M)	PURGEABLE HALOCARBONS, (EPOCS) (EPA 8020)	VOLATILE ORGANICS (VOCs) (EPA 8260)	SEMI-VOLATILES (EPA 8270)	TOTAL OIL AND GREASE (SM 6520 B+F, E+F)	PESTICIDES (EPA 8080)	PCP'S (EPA 8090)	PNA's by (EPA 8270)	Spec. Cond. (EPA 8270)	LIQUID METALS: (EPA 8270)	CAM 17 METALS (EPA 801074707471)	TOTAL LEAD	WEL. (STLC) (EPA 8270)	Equivalent Chromium (EPA 8270)		
SP-1	8/13/99	12:10	Soil	Cold																			1
SP-2		12:15																					1
SP-3		12:30																					1
SP-4		12:40																					1
SB3-5	8/13/99	10:15	Soil	Cold																			1
SB-1	8/13/99	09:00	H ₂ O	HCl/Cold	X																		4
SB-2		10:00	H ₂ O	HCl/Cold	X																		2
SB-4		11:00	H ₂ O	HCl/Cold	X																		4
SB-5		11:30	H ₂ O	HCl/Cold	X																		4

2 day TAT
72-hr TAT
5h 204

COMPLETE

PROJECT INFORMATION				SAMPLE RECEIPT				RELINQUISHED BY		RELINQUISHED BY		RELINQUISHED BY	
PROJECT NAME	<u>Dale's Bar</u>			TOTAL NO. OF CONTAINERS				SIGNATURE	<u>Neil Doan</u>	SIGNATURE		SIGNATURE	
PROJECT NUMBER	<u>6209 014.01</u>			HEAD SPACE				(DATE)	<u>8/13/99</u>	(DATE)		(DATE)	
P.O. #				TEMPERATURE				PRINTED NAME	<u>Neil Doan</u>	PRINTED NAME		PRINTED NAME	
CONFORMS TO RECORD								COMPANY	<u>ACC</u>	COMPANY		COMPANY	
TAT	STANDARD 5 DAY			24	48	(72)	OTHER	RECEIVED BY		RECEIVED BY		RECEIVED BY (LABORATORY)	
SPECIAL INSTRUCTIONS/COMMENTS:								SIGNATURE	<u>R. M...</u>	SIGNATURE		SIGNATURE	
<u>SP (1-4) on 5 day TAT.</u>								PRINTED NAME	<u>R. M...</u>	PRINTED NAME		PRINTED NAME	
								COMPANY	<u>ACC</u>	COMPANY		COMPANY	