classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code Section 1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft, or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code Section 1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. "Apprenticeable Craft or Trade" as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

### 14.12 Exemption from Ratios

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met:

- unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- (2) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or
- (4) if assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the

apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

### 14.13 Contributions to Trust Funds

The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions of such fund(s) as set forth in California Labor Code Section 227. Such contributions shall not result in an increase in the Contract Sum.

# 14.14 Contractor's Compliance

The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code Section 3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code Section 1777.5, pursuant to California Labor Code Section 1777.7, the Contractor shall:

- (1) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and
- forfeit, as a civil penalty, the sum of One Hundred Dollars (\$100.00) for each calendar day of noncompliance.

Notwithstanding the provisions of California Labor Code Section 1727, upon receipt of such determination, the County shall withhold such amount from the Contract Sum then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the County pursuant to this Article shall be deposited in the General Fund or other similar fund of the County. The interpretation and enforcement of California Labor Code Sections 1777.5 and

1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

### 14.15 Contractor's Compliance with Law

Contractor, Contractor's agents, and Contractor's employees shall be bound by and comply with all applicable provisions of the Labor Code, and such federal, state and local laws which affect the conduct of the Work. This includes, but is not limited to laws regulating: payment of wages; eight-hour day; overtime, Saturday, Sunday and holiday work; and nondiscrimination.

The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

**14.15.1** Contractor shall comply with all Executive Orders, statutes or regulations regarding the stabilization of wages and prices in the construction industry.

### 14.16 Equal Employment Opportunity

- **14.16.1** Contractor agrees to fully comply with the laws and programs (including regulation issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this Contract. Contractor warrants that it will make itself thoroughly familiar with the applicable provisions of said laws, programs and regulations prior to commencing performance of the Contract. Copies of said laws, programs and regulations are available upon request from County. To the extent applicable the provisions of said laws, programs and regulations are deemed to be a part of this Contract as if fully set forth herein.
  - **14.16.1.1** Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and the applicable clause is inserted pursuant to 41 C.F.R. Sections 60-250.5(a).
  - **14.16.1.2** Rehabilitation Act of 1973, as amended (29 U.S.C. 701 et seq.) and the applicable clause is inserted pursuant to 41 C.F.R. Sections 60-741.5(a).
  - **14.16.1.3** California Fair Employment and Housing Act. (CA Government Code Section 12900 et seq.)
  - **14.16.1.4** Civil Rights Act of 1964, as amended (42 U.S.C. 2000a et seq.), Executive Order No. 11246, September 24, 1965, as amended, and the applicable clause is inserted pursuant to 41 C.F.R. Section 60-1.4.

### **14.16.2** Executive Order 11246.

Contractor certifies that Contractor will fully comply with Executive Order 11246, as amended by Executive Order 11375, and any other executive order amending this order, and the rules and regulations issued thereunder, which are hereby incorporated by reference as appropriate.

The Contractor commits itself to such compliance by submitting a properly signed bid or offer or by signing or otherwise accepting a Contract or subcontract.

# 14.17 Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements

- **14.17.1** Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
  - **14.17.1.1** No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
  - **14.17.1.2** No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - **14.17.1.3** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - **14.17.1.4** As required by the Department of Industrial Relations, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the Department of Industrial Relations.
  - **14.17.1.5** Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
    - (1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
    - (2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
    - (3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
  - **14.17.1.6** Registration with the Department of Industrial Relations and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 of less when the project is for maintenance work.

### **14.17.2** Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

- (a) To qualify for registration under this section, a contractor shall do all of the following:
- (1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.
- (B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.
- (2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:
- (A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.
- (B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.
- (C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.
- (D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.
- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully

registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."
- **14.17.3** Labor Code section 1771.1 states the following:

- "(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
- (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall

be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

- (2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.
- (3) A higher tiered public works contractor or subcontractor shall not be liability for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.
- (4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnity or otherwise be liable for any penalties pursuant to paragraph (1).
- (i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.
- (j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.
- (2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:
- (A) Manual delivery of the order to the contractor or subcontractor personally.
- (B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:
- (i) The Contractors' State License Board.
- (ii) The Secretary of State.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further

- review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (I) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

### **14.17.4** Labor Code section 1771.4 states the following:

- "a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:
- (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
- (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
- (A) At least monthly or more frequently if specified in the contract with the awarding body.
- (B) In a format prescribed by the Labor Commissioner.
- (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
- (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
- (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed

exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

- (2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.
- (c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.
- (d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

### 15 MISCELLANEOUS PROVISIONS

### 15.1 Governing Law

The Contract shall be governed by the laws of the State of California without regard to choice of law principles thereof. The exclusive venue of any legal action brought by the County, the Contractor, or any Consultant or Subcontractor, with regard to this Agreement or Project, shall be in the Superior Court of California, San Bernardino County, San Bernardino District. Contractor agrees to incorporate this provision into all Subcontractor agreements.

### 15.2 Successors and Assigns

The County and Contractor respectively bind themselves, their partners, successors, assigns, and legal Project Managers to the other Party hereto and to partners, successors, assigns, and legal Project Managers of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not sublet or assign the Work of this Contract or any portion thereof or any monies due thereunder, without the express prior written consent and approval of County. County may freely assign its rights hereunder, without limitation, to a separate entity and Contractor agrees, upon such entity's request, to continue and complete performance of the Work upon payment of any undisputed outstanding amounts due Contractor for services performed up to and including the effective date of the assignment, provided adequate proof of funding to completion is offered by assignee. Any entity which shall succeed to the rights of County shall be entitled to enforce the rights of County hereunder. If requested by such entity, Contractor will execute a separate letter or other agreement with such entity further evidencing Contractor's commitment to continue performance of the Contract.

### 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person, or by US Mail, courier service, or package delivery service (such as UPS and FedEx) to the individuals identified for receipt of notice in the Agreement.

### 15.4 Rights and Remedies

- **15.4.1** <u>Cumulative Rights.</u> Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 15.4.2 <u>No Waiver.</u> No action or failure to act by the County shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in the Contract Documents or as may be otherwise agreed in writing.

### 15.5 Tests and Inspections

15.5.1 Required Tests, Inspections, and Costs. If the Contract Documents, County instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, Contractor shall give notice, in accordance with such authority, of its readiness for observation or inspection, at least two (2) working days prior to being tested or covered up. Whenever the Contractor desires to carry on the Work of this Contract at night or on a Saturday, Sunday, or holiday, Contractor shall request authorization in writing from the County for such work at least two (2) working days in advance so that inspection may be provided if authorization is granted and the Contractor agrees to pay overtime reimbursement of costs for this service. If inspection is by authority other than County, Contractor shall inform County of date fixed for such inspection. All required certificates of inspection shall be secured by Contractor. If any Work required to be tested should be covered up without approval or consent of County, Contractor must, if required by County, uncover the Work for examination and satisfactorily reconstruct at Contractor's expense within the Contract Sum in compliance with Contract. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall replace, at Contractor's expense any materials or Work damaged by exposure and any faulty materials or workmanship evidenced by such exposure or testing. inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or County's Project Manager, and not by Contractor. Contractor shall notify County a sufficient time in advance of manufacture of materials to be supplied by it under Contract, which must, by terms of contract, be tested, in order that County may arrange for testing of same at source of supply. Prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said Project Manager that such testing and inspection will not be required, the materials shall not be incorporated into the Work without prior approval of County and subsequent testing and inspection. Re-examination of questioned work may be ordered by County and, if so ordered, Work must be uncovered by Contractor. All labor and equipment necessary for exposing and testing shall be furnished by the Contractor at his expense. The Contractor shall

replace, at Contractor's expense, any materials or Work damaged by exposure and any faulty materials or workmanship evidenced by such exposure or testing.

- 15.5.2 Additional Tests and Inspections. If the County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Subparagraph 15.5.1, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs shall be at the County's expense, if applicable. If such procedures for testing, inspection, or approval under Subparagraphs 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for County's testing and inspection services and expenses, shall be at the Contractor's expense, within the Contract Sum. Cost of retesting, reinspection, and reapprovals as described herein, including compensation for the County's testing and inspection services and expenses, shall be paid for by the County and deducted from the Contract Sum by a Change Order or Construction Change Directive.
- 15.5.3 <u>Documentation.</u> Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the County. Delivery of such documentation is a condition precedent to County's obligation to make payment to Contractor.
- **15.5.4** Observation of Tests. If the County is to observe tests, inspections, or approvals required by the Contract Documents, County will do so promptly and, where practicable, at the normal place of testing.
- **15.5.5** Time. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- 15.5.6 Responsibility. Any inspection or approval by any representative or agent of the County will not relieve the Contractor of the responsibility of incorporating in the Work only those materials which conform to the Specifications, and any nonconforming materials shall be removed from the Site whenever identified. Further, inspection or approval by the County does not relieve the Contractor of its obligation to provide Work which conforms in all aspects with the Contract Documents.

### 15.6 Record Retention and Audits

**15.6.1** The County and any entities and/or agencies designated by the County, shall have access to, and the right to audit, and the right to copy at the County's cost, all of Contractor's books, records, Contracts, correspondence, instructions, Drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work, changes in the Work, any Change Orders or Construction Change Directives or written amendments to the Contract, and any claims.

- **15.6.2** Contractor agrees that the County and its designated representative shall have the right to review, to audit, and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the County to audit records and interview staff in any subcontract related to performance of this Agreement.
- 15.6.3 The Contractor shall establish an official file for the Project (the "Official Project File"). The Official Project File shall contain adequate documentation of all actions that have been taken with respect to the Project, in accordance with generally accepted government accounting principles and the requirements for record retention for capital projects constructed with the proceeds of tax exempt bonds. The Contractor will provide a copy of such file to the County at its request or upon termination of this Agreement. The documents to be retained shall include, but are not limited to, Contractor's books, records, Contracts, correspondence, instructions, Drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work, changes in the Work, any Change Orders or Construction Change Directives or Contract Amendments, and any claims.
- 15.6.4 Contractor agrees to protect records adequately from fire or other damage. When records are stored away from Contractor's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All the Contractor records contained in the Official Project File must be preserved a minimum of five (5) years (the "Record Maintenance Period"). These records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the County or designees, by state government auditors or designees, or by federal government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the Record Maintenance Period, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the Record Maintenance Period.
- 15.6.5 All books, account, reports, files, correspondence, data, and other records relating to this Contract shall be maintained by the Contractor and shall be subject at all reasonable times to review, inspection, and audit by the County or its designated Project Managers for a period of five (5) years after Final Completion of the Work. County shall be entitled, upon forty-eight (48) hours written notice, to inspect all books, records, accounts, and the Official Project File kept by Contractor relating to the Work contemplated by the Agreement. Such records shall be produced by the Contractor at a place designated by the County, upon written notice to the Contractor.
- **15.6.6** Contractor agrees to maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to the Contractor's Work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions

from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for the Record Maintenance Period, and shall be subject to examination and/or audit by County or designees, and state government auditors or designees.

- **15.6.7** Contractor agrees to make the Official Project File, books, records, supporting documentations and other evidence available to the County, or its designated representatives, during the course of the Project and for the Record Maintenance Period. Contractor agrees to provide suitable facilities for access, monitoring, inspection and copying of said records.
- Contractor shall maintain books, records, documents, and other evidence 15.6.8 sufficient to reflect properly the amount, receipt, and disposition of all Project funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-Time and effort reports are also required for consultants and time or part-time. subcontractors. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., Government Code Section 8546.7 and 2 CCR Section 1896.60 et seq. (as applicable).

### 15.7 Independent Contractor

Contractor is employed hereunder to render a service within the scope of its training and experience, and Contractor shall be an independent Contractor and not an employee of the County. As such, County shall not be called upon to assume any liability for the direct payment of any salary to any employee or Subcontractor of Contractor, nor to pay any benefit to any employee or Subcontractor or vendor under the Workers' Compensation laws. None of Contractor's officers, agents, employees, and Subcontractors, nor any of their agents, officers, and employees, shall be deemed officers, agents, employees, and Subcontractors of the County, and the County shall not be liable or responsible to them for anything whatsoever other than liability to Contractor set forth in this Contract.

### 15.8 Keys and Access

If the County furnishes keys and/or access cards to the Contractor to provide access to County's property, the Contractor shall assure that such access instruments are not duplicated and shall return all such instruments in good condition upon request of the County or prior to receipt of final payment, whichever is earlier. If the Contractor fails to return all access instruments furnished to it, the Contractor shall be responsible, within the Contract Sum, for all Work, materials, and costs associated with reestablishing secured access.

#### 15.9 Survival of Terms

The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and the County's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or termination of the Contract and shall be binding upon Contractor until any action thereunder is barred according to terms in the Contract Documents or by the applicable statute of limitations or statute of repose.

### 15.10 Cooperation With Labor

General. The Parties agree and declare that Contractor and County are separate and independent entities and that Contractor has full responsibility for performance of the Work and direction of the work force, subject to and under the duty of Contractor to cooperate with County and its Separate Contractors. recognizes that in the performance of its Work it may be required to work with and near Separate Contractors and Project Managers of County on the jobsite. The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, slowdowns, disputes, or other labor disturbance. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the County and without recourse to the County, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the Work of any particular trade. Except as specifically provided in Paragraph 8.4 herein, Contractor shall be liable to County for all damages suffered by County, and no extensions of Contract Time shall be given to Contractor, as a result of work stoppage, slowdowns, or strikes related to labor disputes.

### **15.10.2** Picketing.

**15.10.2.1** Contractor agrees that should there be picketing or a threat of picketing by any labor organization at or near the Site, Contractor, in cooperation with County, shall establish a reserve gate system and require employees of Contractor, Subcontractors, and suppliers to use one or more designated gates. In that event, it shall be the affirmative obligation of Contractor, as a material consideration of this Agreement to ensure that employees of Contractor, Subcontractors, and suppliers use only the gates or other entryways designated by County from time to time on the Project.

**15.10.2.2** Notwithstanding the establishment or non-establishment of a reserve gate, in the event employees of Contractor, Subcontractors or suppliers refuse to work because of any labor disputes or grievances (including any "secondary" or "sympathy" strike or boycott directed against the Project) not caused by County or its Separate Contractors and not the result of an industry-wide strike and that actually

prevent performance of the Work, Contractor shall not be relieved of its obligation to supply enough properly skilled workers to perform the Work without interruption or further delay.

15.10.3 <u>Labor Disputes.</u> Contractor and County agree to cooperate fully with each other and their Project Managers and attorneys with respect to any labor dispute that should arise on the Site, including, but not limited to the giving of testimony and evidence to the agent or judge of the National Labor Relations Board or testimony in connection with proceedings in state or federal court. Contractor hereby warrants that it is not now nor will Contractor be delinquent in the payment or reporting to any labor management benefit trust.

### 15.11 No Personal Liability

Notwithstanding any contrary provision in this Agreement or the Contract Documents, no member, principal, officer, employee, agent, Project Manager, or subsidiary of County (each a "direct affiliate of County"), or member, general partner, limited partner, principal, officer, employee, agent, or Project Manager of any direct affiliate of County (together with direct affiliates of County, the "affiliates of County" shall have any personal liability for the performance of any contractual obligations, or in respect of any liability of County under this Agreement and no monetary or other judgment shall be sought or enforced against any such individuals or their assets, all such personal contractual liability being expressly waived by Contractor. Further, the covenants and obligations contained in this Agreement on the part of County shall be covenants and obligations of the County only, and not of any affiliate of County. No affiliate of County shall be individually liable for breach of any covenant or obligation of County, and no recourse shall be had against the assets of any affiliate of County (except to the extent of County's assets but excluding therefrom any negative capital account of any such affiliate of County) for payment of any sums due or enforcement of any other relief, based upon any claim made by Contractor for breach of any of County's covenants or Notwithstanding the foregoing, Contractor does not waive any rights under Applicable Law in California concerning the commission of fraud or conversion.

### 15.12 Antitrust Claims

The Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code Sections set out below.

- **15.12.1** The Government Code Chapter on Antitrust claims contains the following definitions:
  - (1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

- (2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Government Code Section 4550.)
- **15.12.2** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Government Code Section 4552.)
- **15.12.3** If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Government Code Section 4553.)
- **15.12.4** Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

### 15.13 Compliance with Restrictions

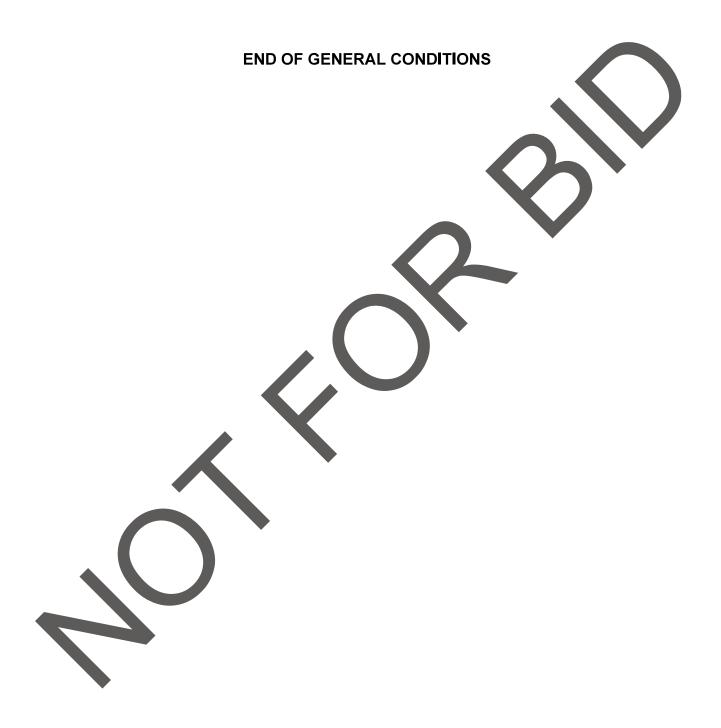
Contractor shall comply with all conditions, restrictions and reservations of record, statutes, regulations, and ordinances, including, without limitation, all pollution control, environmental protection, zoning, planning, land use requirements, all restrictions and requirements affecting the Project and adjoining properties, and disabled access imposed by the County and all other governmental entities including, without limitation, the requirements of any general plan and environmental requirements in connection with use, occupancy and building permits, and requirements of public utilities which affect construction of the Work in effect at the time of execution of this Agreement.

## 15.14 Legal Requirements

Contract shall perform the Work in accordance with the requirements of all Applicable Laws, codes, ordinances, and regulations even though such requirements are not specifically mentioned in the Specifications or shown on the Drawings. When the Work required by the Contract Documents is in conflict with any such legal provision, the Contractor shall notify the County in writing and shall not proceed with the Work until the County has so ordered.

# 15.15 Third Party

No provision contained in the contract Documents shall create or give to third parties any claim or right of action against the County.



### **SPECIAL CONDITIONS**

- 1.1 <u>Coordination, Scheduling, and Meetings</u>: The Contractor shall coordinate scheduling all construction activities with the Project Manager from the Project Management Department Project Management, San Bernardino County (County), prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.
  - Construction meetings shall be held at the job site or at a different location as instructed by the County. Details regarding job site meetings will be arranged at the preconstruction conference.
- 1.2 Codes, Ordinances and Regulations: All Work shall conform to the requirements of all Applicable Laws including the California Building Standards Code (as adopted and/or amended by the County), the Americans with Disabilities Act, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work.

In any case of conflict between any of these requirements, and the Contract Documents, the requirement that is the most strict shall govern. Nothing in the Contract Documents is to be construed to permit Work not in conformance with these laws, codes and regulations.

- 1.3 <u>Liquidated Damages</u>: Section 8.5.3 of the General Conditions is amended to read the following:
  - In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County the sum of \$1200 per day for liquidated damages for each calendar day that Final Completion is delayed.
- 1.4 <u>Safety</u>: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour per day, 7-day week basis. Prior to the start of construction, Contractor shall provide the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by California Code of Regulations, title 8, sections 1509 and 3203, and Section 10 of the General Conditions, specifically relating to this Project.
- 1.5 <u>Project Inspections:</u> All inspections shall be performed during normal business hours. Contractor shall notify the Project and Facilities Management Department Project Management Inspector and Project Manager <u>24</u> hours in advance of all requested inspections.

Contractor may request an inspection via email to the Project and Facilities Management Department – Project Management Inspector and Project Manager at <a href="mailto:robert.burton@pfm.sbcounty.gov">robert.burton@pfm.sbcounty.gov</a> and <a href="mailto:brandon.barnaby@pfm.sbcounty.gov">brandon.barnaby@pfm.sbcounty.gov</a>

Email subject line should read as follows: <u>1397-Lake Gregory Commerce</u> Prefabricated Restroom project inspection request.

- 1.6 <u>Change Orders</u>: Contractor is referred to Section 7 of the General Conditions.
- 1.7 <u>Sanitary Facilities</u>: Contractor shall be solely and completely responsible to provide and maintain on-site sanitary facilities.
- 1.8 <u>Contractor's Site Representative</u>: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a Project superintendent on site at all times while Work is being done.
- 1.9 <u>Water & Power</u>: Contractor shall be solely and completely responsible to provide water and power for all Contractor/construction purposes.
- 1.10 <u>Traffic Safety</u>: Contractor shall be solely and completely responsible to provide traffic safety for all Contractor/construction purposes.
- 1.11 Reserved
- 1.12 Reserved
- 1.13 Reserved



September 28, 2023 Project No. S168-188

### STK ARCHITECTURE, INC.

42095 Zeno Drive, Suite A15 Temecula, California 92590

Attention:

Tony Finaldi, Architect

Subject:

Geotechnical Investigation

Proposed San Moritz Prefabricated Restroom

Lake Gregory Regional Park

Crestline Area, San Bernardino County, CA

Dear Mr. Finaldi:

We are pleased to submit this geotechnical report prepared for the above subject project. The report includes geotechnical conclusions and recommendations for project design and construction.

We appreciate the opportunity to work with you on this project. If you have any questions, please contact our office.

Respectably N D

INLAND ROUNDATION ENGINEERING INC.

Allen DEvans, R.E., G.E.

Principal CALIFOR

ADE:es

Distribution: Addressee

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### INTRODUCTION

This report presents the results of the geotechnical investigation conducted for the proposed San Bernardino Lake Gregory (San Moritz) Prefabricated Restroom project. The site is located west of the intersection of San Moritz Way and Moritz Way in the Lake Gregory Park in the Crestline area of San Bernardino County, California. Our understanding of the project is based on discussions with STK Architecture, Inc. and review of the following documents.

- Appendix D, Request for Project Proposal On Call Architectural Services, Lake Gregory San Moritz Prefabricated Restroom, Crestline, CA 92325, prepared by the San Bernardino County, Project and Facilities Management Department, release date May 25, 2023
- Site Plan, Lake Gregory San Moritz Prefab Restrooms, prepared by STK Architecture, Inc., dated July 23, 2023

### SCOPE OF SERVICE

The purpose of this preliminary geotechnical investigation is to provide geotechnical parameters for design and construction of the proposed project. The scope of the geotechnical services included:

- Review of the general geologic conditions and specific subsurface conditions of the project site.
- Evaluation of the engineering and geologic data collected.
- Preparation of this report with geotechnical conclusions and recommendations for design and construction.

The tasks performed to achieve these objectives included:

- Collection and review of existing data relative to the site.
- Subsurface exploration to evaluate the nature and stratigraphy of the subsurface soil and to obtain representative samples for laboratory testing.
- Laboratory testing of representative samples to evaluate the classification and engineering properties of the soils.

1 of 8

 Analysis of the data collected and the preparation of this report with our geotechnical conclusions and recommendations. Evaluation of hazardous waste was not within the scope of service provided. Our scope of service did not include any detailed review or evaluation of geologic hazards at the project site including, but not limited to, landsliding and surface fault rupture. The intent of the geotechnical investigation and report is to provide geotechnical parameters and recommendations for foundation design and grading for the prefabricated restroom site.

#### PROJECT DESCRIPTION

The site is located within the Lake Gregory Regional Park in the Crestline area of San Bernardino County, California. Figure 1 below shows the location of the project site.

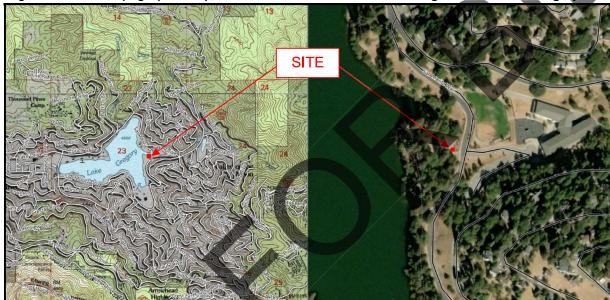


Figure 1: USGS Topographic Map, San Bernardino North 7.5' Quadrangle and Satellite Imagery

The project will include the installation of a prefabricated restroom with four stalls, including two regular stalls and two ADA stalls. The restroom will have dimensions of approximately 17 ft. by 10 ft. A building pad will be graded to support the prefabricated restroom.

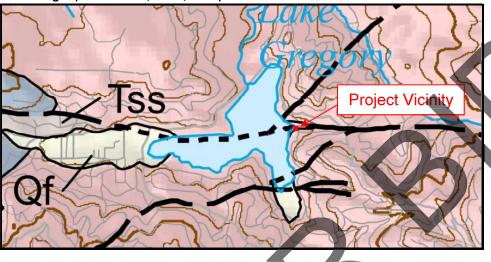
We have assumed the proposed restroom will be supported with conventional shallow spread footings with slab-on-grade floor. Cuts and fills for the proposed restroom will be within 2 feet of existing site grades, exclusive of any remedial grading as recommended in this report.

### **GEOLOGIC SETTING**

According to the CGS Geologic Compilation of Quaternary Surficial Deposits, San Bernardino 30' x 60' Quadrangle (Bedrossian, et al., 2010), the project site is located in an area of mapped alluvial deposits (map symbol Qf) and granitic bedrock (map symbol

gr). Mapped earthquake faults are shown in the immediate and near vicinity of the project site. Figure 2 below shows the mapped geologic units in the vicinity of the project site.

Figure 2: Geologic Compilation of Quaternary Surficial Deposits, San Bernardino 30' x 60' Quadrangle (Bedrossian, et al., 2010)



Alluvial Fan Deposits - unconsolidated boulders, cobbles, gravel, sand, and silt recently deposited where a river or stream issues from a confined valley or canyon, sediment typically deposited in a fan-shaped cone; gravelly sediment generally more dominant than sandy sediment

gr Granitic and other intrusive crystalline rocks of all ages

Fault -- Includes strike-slip, normal, reverse, oblique, and unspecified slip

According to the San Bernardino County Geologic Hazard Overlay Map FH22 C, the project site lies within a County of San Bernardino mapped earthquake fault zone. The geologic overlay map also indicates that the project site is in a mapped low to moderate landslide susceptibility area. Figure 3 below is a portion of the geologic hazard overlay map showing the approximate location of the project site.

Figure 3: San Bernardino County Geologic Hazard Overlay Map FH22 C

Project Vicinity

Lake Gregory

County Designated Fault Zones

Low to moderate

Our scope of service did not include detailed review of geologic hazards at the project site including, but not limited to, landsliding and surface fault rupture.

### **SUBSURFACE CONDITIONS**

Subsurface exploration at the site consisted of two hand-excavated exploratory borings to depths of approximately 5 feet below existing site grades. The site exploration is described in Appendix A. Boring locations are shown on Figure A-5.

The soil encountered in the borings generally consisted of a mantle of alluvial silty sand (SM) over granitic bedrock. Weathered granitic bedrock was encountered within borings B-01 and B-02 at depths of approximately 2.8 feet and 2.9 feet, respectively. The surficial native soils were generally medium dense to dense. The soil was slightly moist to the depth explored.

#### **CONCLUSIONS AND RECOMMENDATIONS**

Geotechnical engineering recommendations for project design and construction are presented below.

**Foundation Design:** Footings for the proposed restroom should be supported by compacted fill, prepared as recommended in the General Site Grading section of this report.

Based on classification of the near-surface site soil, the following parameters from 2022 CBC Table 1806.2 can be used for design of the proposed restroom foundation.

• Class of Materials: 4. Silty Sand, Clayey Sand (SP, SM, SC)

• Allowable Vertical Foundation Pressure: 2,000 psf

• Allowable Lateral Bearing Pressure: 150 psf/ft

Coefficient of friction: 0.25 psf

**Lateral Earth Pressure:** Based on soil classification, retaining walls can be designed using the following parameters from 2022 CBC Table 1610.1.

Active pressure: 45 pcf At-rest pressure: 60 pcf

**Seismic Parameters:** The site coordinates (WGS 84) are 34.2437°N / -117.2647°W. The U.S. Seismic Design Maps website (OSHPD, 2023) was used to evaluate the seismic parameters for this project. Table 1 summarizes mapped design criteria from the 2022 California Building Code (CBC).

Table 1: 2022 CBC Seismic Design Parameters

Seismic Parameter	Value
S <sub>s</sub> - MCE <sub>R</sub> Ground Motion for 0.2-sec Period	2.266g
S <sub>1</sub> - MCE <sub>R</sub> Ground Motion for 1-sec Period	0.767g
SD <sub>S</sub> - Numeric Seismic Design Value at 0.2-sec period	1.813g
PGA - MCEg Peak Ground Acceleration	0.921g
F <sub>PGA</sub> - Site Amplification Factor at PGA	1.2
PGA <sub>M</sub> - Site Modified Peak Ground Acceleration	1.105g
SITE CLASS	D (Default)

**Concrete Slabs on Grade:** Concrete slabs-on-grade should have a minimum thickness of four inches. During final grading and prior to the placement of concrete, all surfaces to receive concrete slabs-on-grade should be compacted to maintain a minimum compacted fill thickness of 12 inches.

Slabs should be designed and constructed in accordance with the provisions of the American Concrete Institute (ACI). Slabs to receive moisture-sensitive coverings should be provided with a moisture vapor retarder/barrier designed and constructed according to the American Concrete Institute 302.1 R, Concrete Floor and Slab Construction.

**Corrosion Potential:** Analytical testing indicates a saturated minimum resistivity value of 24,804 ohm-cm, which indicates a slight potential for corrosion of buried metal. The soil sulfate concentration of 17 parts per million (ppm) indicates the soil can be classified as Class S0 with respect to sulfate exposure in accordance with ACI 318, Table 4.2.1. The chloride concentration tested was 16 ppm and is not at a level high enough to be of concern with respect to corrosion of ferrous metal. The soil is slightly alkaline, with a pH of 7.1.

Inland Foundation Engineering, Inc. does not practice corrosion engineering. A qualified corrosion engineer should be consulted for additional guidance.

**General Site Grading:** All grading should be performed per the applicable provisions of the 2022 California Building Code and the following recommendations.

- 1. Clearing and Grubbing: The proposed restroom area and all surfaces to receive compacted fill should be cleared of existing loose soil, vegetation, tree roots, artificial fill, debris, and other unsuitable materials. All organic matter and any other unsuitable material should be disposed of outside of the project area. Building pad preparation recommendations are detailed below under Item 4, "Preparation of Building Area".
- 2. Preparation of Surfaces to Receive Compacted Fill: All surfaces to receive compacted fill should be reviewed and evaluated by this firm prior to processing to verify the exposed conditions are as expected. If undocumented fill, loose soil, roots or other deleterious materials are present, additional over-excavation may be necessary until satisfactory conditions are encountered. Upon approval, surfaces to receive fill should be scarified, brought to near optimum moisture content, and compacted to a minimum of 90 percent relative compaction.
- 3. **Placement of Compacted Fill:** Fill materials consisting of on-site or approved imported soil should be spread in shallow lifts and compacted at near optimum moisture content to a minimum of 90 percent relative compaction.
- 4. **Preparation of Building Area:** The building area for the proposed restroom should be over-excavated to a depth of 12 inches below the restroom footing bottoms. The excavation should extend laterally for at least five (5) feet outside

of exterior building foundation lines. Following excavation, the exposed soil should be evaluated by this firm, and the removed soil replaced as compacted fill, as recommended above.

- 5. **Utility Trench Backfill:** Utility trench backfill consisting of the on-site soil types should be placed by mechanical compaction, in lifts, to a minimum of 90 percent relative compaction. Compaction by jetting is not recommended.
- 6. Testing and Observation: During grading and backfilling, tests and observations should be performed by a representative of IFE to verify that the grading is performed in accordance with the recommendations in this report and other project requirements. Density testing should be performed per the current ASTM D1556 or ASTM D6938 test methods. The minimum acceptable degree of compaction should be 90 percent of the maximum dry density obtained by the ASTM D1557 test method.

### **LIMITATIONS**

The findings and recommendations of this report are based on interpolation of soil conditions between soil borings. Conditions may be present between boring locations that are different than those indicated in this report.

The information in this report represents professional opinions that have been developed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable geotechnical consultants practicing in this or similar localities. No warranty, express or implied, is made.

This report was prepared for STK Architecture, Inc. for their use in the design of the proposed prefabricated restroom building. This report may only be used by STK Architecture, Inc. for this purpose. The use of this report by parties or for other purposes is not authorized without written permission by Inland Foundation Engineering, Inc. Inland Foundation Engineering, Inc. will not be liable for any projects connected with the unauthorized use of this report.

The recommendations of this report are considered to be preliminary. The final design parameters may only be determined or confirmed at the completion of site grading on the basis of observations made during the site grading operation. To this extent, this report is not considered to be complete until the completion of both the design process and the site preparation.

### REFERENCES

ASCE/SEI, 2017, ASCE Standard 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

California Building Standards Commission, 2022, California Building Code (CBC), California Code of Regulations, Title 24, Part 2, Volume 2.

California Geological Survey (CGS), 2023, EQ Zapp: California Earthquake Hazards Zone Application.

California Geological Survey (CGS), Geologic Compilation of Quaternary Surficial Deposits, San Bernardino 30' x 60' Quadrangle (Bedrossian, et al., 2010)

California Geological Survey (CGS), 2015, Fault Activity Map of California.

California Geological Survey (CGS), 2008, Guidelines for Evaluating and Mitigating Seismic Hazards in California, CGS Special Publication 117A.

Jennings, C.W., 1994, Fault Activity Map of California and Adjacent Areas, C.D.M.G. Geologic Data Map No. 6, 1:750,000 scale.

Peterson, et al., 2008, Documentation for the 2008 Update of the United States National Seismic Hazard Maps, USGS Open File Report 2008-1128.

OSHPD, 2023, U.S. Seismic Design Maps, https://seismicmaps.org/

San Bernardino County General Plan Geologic Overlay Map FH22C.

San Bernardino County Special Districts, 2023, Project Background, Lake Gregory Dam, <a href="https://speicaldistricts.subcounty.gov/project-management/projects/lake-gregory/project-background/">https://speicaldistricts.subcounty.gov/project-management/projects/lake-gregory/project-background/</a>

United States Geologic Survey, San Bernardino North 7.5' Quadrangle



### **APPENDIX A**

### SITE EXPLORATION

Two exploratory borings were hand-excavated at the approximate locations shown on Figure A-5. The materials encountered during drilling were logged by a staff geologist. Boring logs are included with this report as Figures A-3 and A-4.

Representative soil samples were obtained within the borings by driving a thin-walled steel penetration sampler. Representative bulk soil samples were also obtained from the auger cuttings. Samples were placed in moisture sealed containers and transported to our laboratory for further testing and evaluation. Laboratory tests results are discussed and included in Appendix B.



		UNIFIED S	SOIL CL	ASSIFICAT	TON SYSTEM (ASTM D2487)
	PRIMARY DIVISIONS		GROU	IP SYMBOLS	SECONDARY DIVISIONS
SER	. SE	CLEAN GRAVELS	GW		WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS MORE THAN HALF OF MATERIALS IS LARGER THAN #200 SIEVE SIZE	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN #4 SIEVE	(LESS THAN) 5% FINES	GP	= = =	POORLY GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
	GRAN MORE ILF OF FRACT ARGEI #4 SI	GRAVEL WITH	GM	#	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES
AINED MATEI SIEVE	Ą	FINES	GC		CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES
SE GR.	SE	CLEAN SANDS (LESS	sw	7. B	WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
COAR	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN #4 SIEVE	THAN) 5% FINES	SP		POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES
ZE TH/	SAN MORE LF OF FRACT MALLE #4 S	SANDS WITH	SM		SILTY SANDS, SAND-SILT MIXTURES
MOF	HA I SI	FINES	sc		CLAYEY SANDS, SAND-CLAY MIXTURES
<u>s</u>		O.	ML		INORGANIC SILTS, VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS
SERIALS	SILTS AND CLAYS LIQUID LIMIT	IS LESS THAN 50	CL		INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
SOIL MATE	OIT SIS	F	OL	<b>第</b>	ORGANIC SILTS AND ORGANIC SILT-CLAYS OF LOW PLASTICITY
FINE GRAINED SOILS MORE THAN HALF OF MATERIALS IS SMALLER THAN #200 SIEVE SIZE	9 <del>L</del>	型 <sub>0</sub>	МН		INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDS OR SILTS, ELASTIC SILTS
INE GI	SILTS AND CLAYS	IS GREATER THAN 50	СН		INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
NE TI	OIT IS	IS (		***	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
M	HIGHLY ORGANI	C SOILS	PT	2 14	PEAT, MUCK AND OTHER HIGHLY ORGANIC SOILS
AAL .	SANDSTONES		SS		
MATION	SILTSTONE	ES	SH	× × × ×	
TYPICAL FORMATIONAL MATERIALS	CLAYSTON	ES	CS		
PICAL M/	LIMESTONE	ES	LS	豆	
	SHALE	SL			

### CONSISTENCY CRITERIA BASES ON FIELD TESTS

### RELATIVE DENSITY - COARSE - GRAIN SOIL

RELATIVE DENSITY	SPT * (# BLOWS/FT)	RELATIVE DENSITY (%)
VERY LOOSE	<4	0-15
LOOSE	4-10	15-35
MEDIUM DENSE	10-30	35-65
DENSE	30 <b>-</b> 50	65 <b>-</b> 85
VERY DENSE	>50	85-100

CONSISTENCY – FINE-GRAIN SOIL		TORVANE	POCKET ** PENETROMETER		
CONSISTENCY	SPT* (# BLOWS/FT)	UNDRAINED SHEAR STRENGTH (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)		
Very Soft	<2	<0.13	<0.25		
Soft	2-4	0.13-0.25	0.25-0.5		
Medium Stiff	4-8	0.25-0.5	0.5-1.0		
Stiff	8-15	0.5-1.0	1.0-2.0		
Very Stiff	15-30	1.0-2.0	2.0-4.0		
Hard	>30	>2.0	>4.0		
		CEMEN	TATION		

\* NUMBER OF BLOWS OF 140 POUND HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1 3/8 INCH I.D.) SPLIT BARREL SAMPLER (ASTM -1586 STANDARD PENETRATION TEST)

\*\* UNCONFINED COMPRESSIVE STRENGTH IN TONS/SQ.FT. READ FROM POCKET PENETROMETER

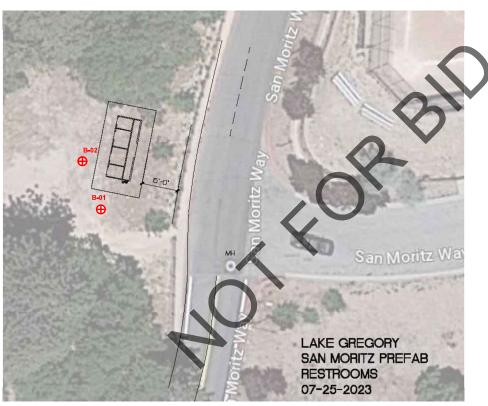
### MOISTURE CONTENT

DESCRIPTION	FIELD TEST
DRY	Absence of moisture, dusty, dry to the touch
MOIST	Damp but no visib <b>l</b> e water
WET	Visible free water, usually soil is below water table

DESCRIPTION	FIELD TEST
Weakly	Crumbled or breaks with handling or slight finger pressure
Moderately	Crumbles or breaks with considerable finger pressure
Strongly	Will not crumble or break with finger pressure

				LOG	OF E	BORING B	-01						
DR <b>i</b> Ll	ING F	lG	Hand	_ DATE DR <b>I</b> LI	ED _	8/25/23		MER 1		Slide			
1	DRILLING METHOD Hand Auger LOGGED BY FWC								HAMMER WEIGHT 35-				
							HAMMER DROP 30-inch BORING DIAMETER 4-inch						
GRO	JIND E	LEVAI	ION	_			BONI	NG D	AIVIETI	-N <u>4-III</u>	Ciles		
			SUMMA	RY OF SUBSU	JRFAC	CE CONDITIC	ONS	빌빌	J.		(%	Ę.	
DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	SUMMA This summary applie Subsurface condition with the passage of ti encountered and is re data derived from lab	s only at the locati s may differ at oth me. The data pres epresentative of in oratory analysis m	on of the er locat sented in terpretanal may not	e boring and at the cons and may chas a simplification tions made during the reflected in the constant of the	he time of drilling. ange at this location of actual conditions g drilling. Contrasting ese representations.	BULK SAMPLE DRIVE SAMPI F	SAMPLE TYPE	BLOW COUNTS /6'	MOISTURE (%)	DRY UNIT WT. (pcf)	
	SM		SILTY SAND, with the 4/4), slightly moist, upper 1.5 feet mo	dense.			prown (2.5Y	×	SS	60/2"	4		
     			<b>GRANITE,</b> high <b>l</b> y w	eathered, yello	owish-	brown (10YR	5/4).		SS AU	45 60/5"	3	111	
	SM								ss	11 16	16	82	
			End of boring at 5 f	eet. No ground	dwate	encountered	. Backfilled with						
			Inland Fou			T ECT NAME ECT LOCATION	STK Lake Gregory Sa Lake Gregory Re	giona	l Park		room	URE NO	
			Engineerir	.y, 111G.	PROJ	ECT NUMBER	Crestline area, Sa S168-188	ın Ber	nardin	o County	/, CA	A-3	

				LOG	OF B	ORING B	-02					
	ING RIG		Hand	_ DATE DR <b>I</b> L	LED	8/25/23		MMER 1		Slide		
	DRILLING METHOD _ LOGGED BY		Hand Auger FWC	_				MMER I		⊺ <u>35-lb</u> 30-in		
GROUND ELEVATION		ATION		-						R <b>4-inc</b>		
				_								
E .	S.S. HIC	5	SUMMA This summary applie Subsurface condition	RY OF SUBS s only at the local s may differ at ot	URFAC tion of the her location	E CONDITICE boring and at the boring and may change	ONS  ne time of drilling. ange at this locatio	AMPLE	MPLE TYPE	W S /6"	OISTURE (%)	IT WT.
DEPTH (ft)	U.S.C.S. GRAPHIC		SUMMA This summary applie Subsurface condition with the passage of t encountered and is re data derived from lab					BULK SAMPLE	SAMPLE	COUNT	MOISTU	DRY UNIT WT. (pcf)
			<b>SILTY SAND,</b> with t 4/4), slightly moist,	race gravel, fi medium dens	ine to co se, mode	oarse, olive-b erately ceme	orown (2.5Y ented.					
	SM								SS	41 42	9	103
			<b>GRANITE,</b> high <b>l</b> y w	eathered, yell	owish-b	rown (10YR	5/4).		ss	60/3"	7	
	SM							_				
5			End of boring at 5 f Backfilled with nati	eet. Auger ref ve soils.	fusal. No	o groundwate	er encountered	•				
					CLIENT	CT NAME	STK	San Mo	ritz Pro	fab Boetr		GURE NO
			Inland Fou	ndation			Lake Gregory			ian Kesir	<u> </u>	
			Engineerii		11032	OT LOOK HON	Crestline area,			o County.	CA	
					PROJE	CT NUMBER	S168-188					Λ .
												A-4



### SITE PLAN

Lake Gregory (San Moritz)
Prefabricated Restroom Building
Lake Gregory Regional Park
Crestline Area, San Bernardino County, CA

#### LEGEND

⊕ Approximate Location of Exploratory Boring



Figure No. A-5 STK Architecture, Inc. Lake Gregory Regional Park, Crestline Area San Bernardino County, CA

"=20' Date: August 2023

A

Base Map: Site Plan, Prepared by STK Architecture, Inc.



#### APPENDIX B

#### LABORATORY TESTING

Representative soil samples obtained from our borings were delivered to our laboratory and to AP Engineering and Testing in Pomona, California for testing. Descriptions of the tests performed are provided below. Results of the testing are appended.

**Unit Weight and Moisture Content:** Ring samples were weighed and measured to evaluate their unit weight. A small portion of each sample was then tested for moisture content. The testing was performed per ASTM D2937 and D2216. The results of this testing are shown on the boring logs (Figures A-3 and A-4).

**Maximum Density-Optimum Moisture:** One soil sample was selected for maximum density testing in accordance with ASTM D1557. The maximum density is compared to the field density of the soil to evaluate the existing relative compaction of the soil. The results of the testing are shown on Figure B-2.

**Sieve Analysis:** Two soil samples were selected for sieve analysis testing in accordance with ASTM D6913. These tests provide information for classifying the soil in accordance with the Unified Classification System. This classification system categorizes the soil into groups having similar engineering characteristics. The results of the testing are shown on Figure B-3.

**Plastic Index**: One sample was selected for plastic index testing in accordance with ASTM D4318. These tests provide information regarding soil plasticity and are also used for developing classifications for the soil in accordance with the Unified Classification System. The results of the testing are shown on Figure B-3.

Analytical Testing: One sample was delivered to AP Engineering and Testing in Pomona, California to evaluate the concentration of soluble sulfates, chlorides, pH level, and resistivity of and within the on-site soils. The results of the testing are shown on Figure B-4.

**Expansion Index:** One sample was selected for expansion index testing in accordance with ASTM D4829. This test provides information regarding the expansive characteristics of soil under standardized test conditions. The following table presents the results of this testing.

Sample	Sample	Initial Dry	Initial Moisture	Expansion	Expansion
Location	Depth (ft)	Density (pcf)	Content (%)	Index	Class
B-01	0.0-2.8	115.9	8.5	0	Non Expansive

### **MOISTURE-DENSITY CURVES (ASTM D1557)**

## INLAND FOUNDATION ENGINEERING, INC.

FIGURE NO.

B-2

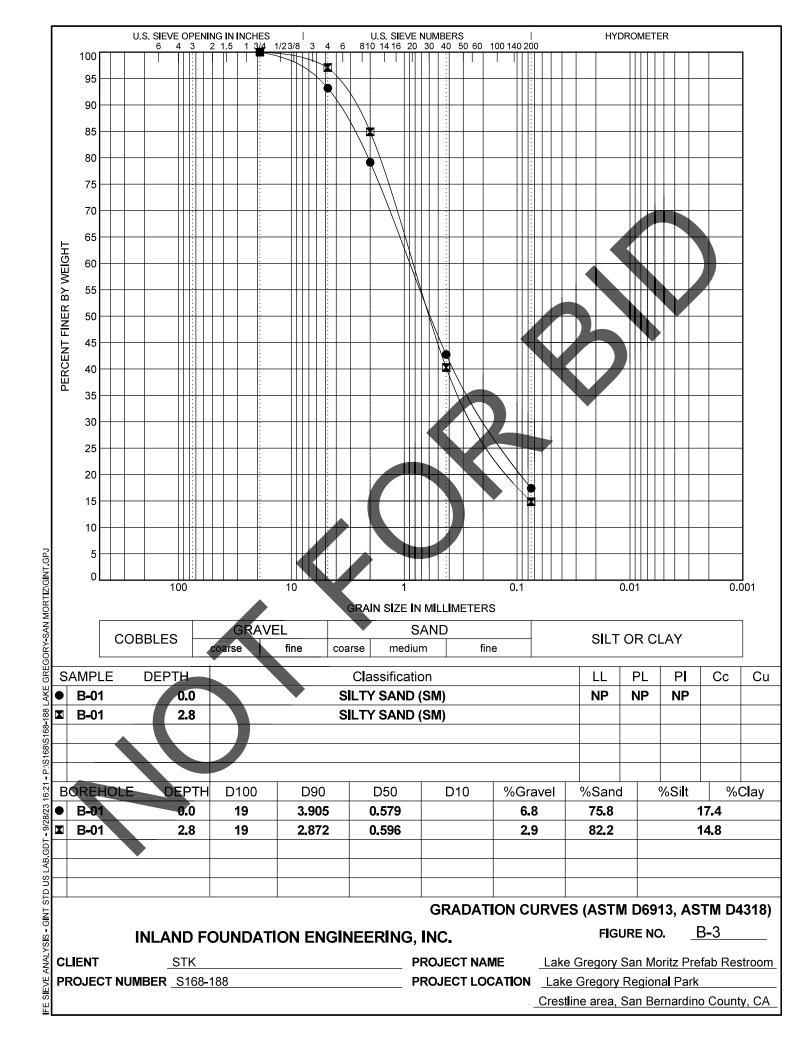
CLIENT STK
PROJECT NUMBER S168-188

PROJECT NAME

Lake Gregory San Moritz Prefab Restroom

PROJECT LOCATION Lake Gregory Regional Park

Crestline area, San Bernardino County, CA



### AP Engineering and Testing, Inc.

DBE | MBE | SBE

2607 Pomona Boulevard | Pomona, CA 91768

t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com

# **CORROSION TEST RESULTS**

Client Name: AP Job No Inland Foundation Engineering

Project Name: STK - San Moritz Prefab Restroom

Project No.: S168-188 Date:

Boring No.	Sample No.	Depth (feet)	Soil Description	Minimum Resistivity (ohm-cm)	pH	Sulfate Content (ppm)	Chloride Content (ppm)
B <b>-</b> 01	-	0-2.8	Sand w/silt	24,804	7.1	17	16
			V				

NOTES: Resistivity Test and pH: California Test Method 643

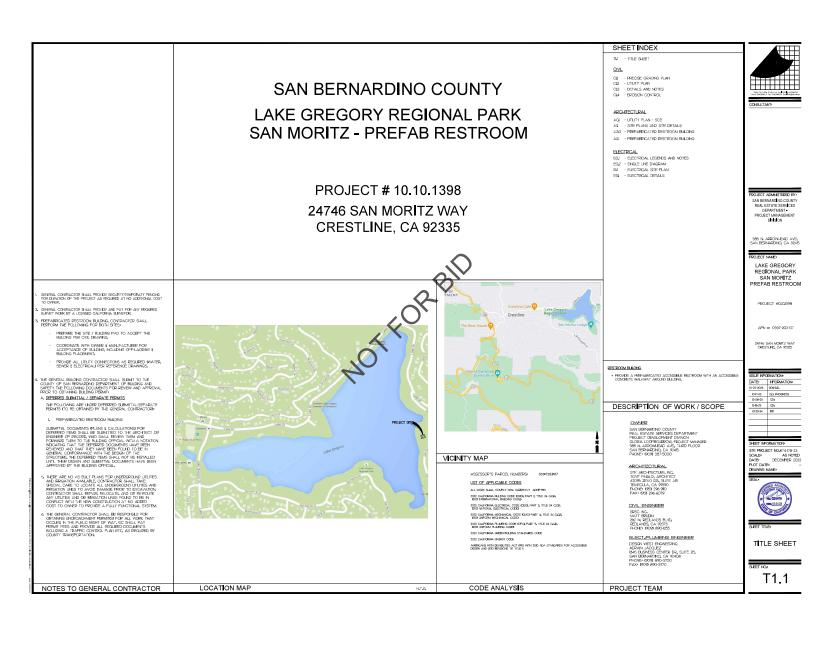
> Sulfate Content : California Test Method 417 Chloride Content: California Test Method 422

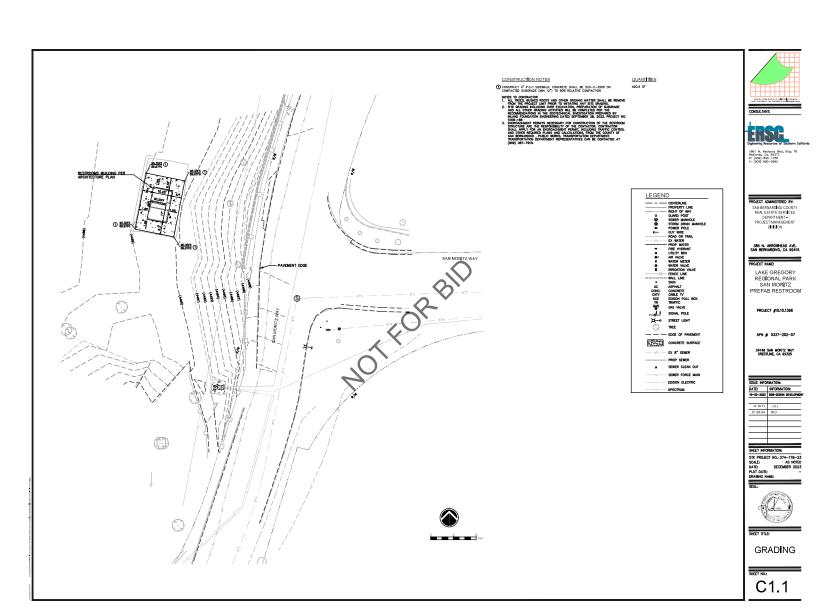
ND = Not Detectable

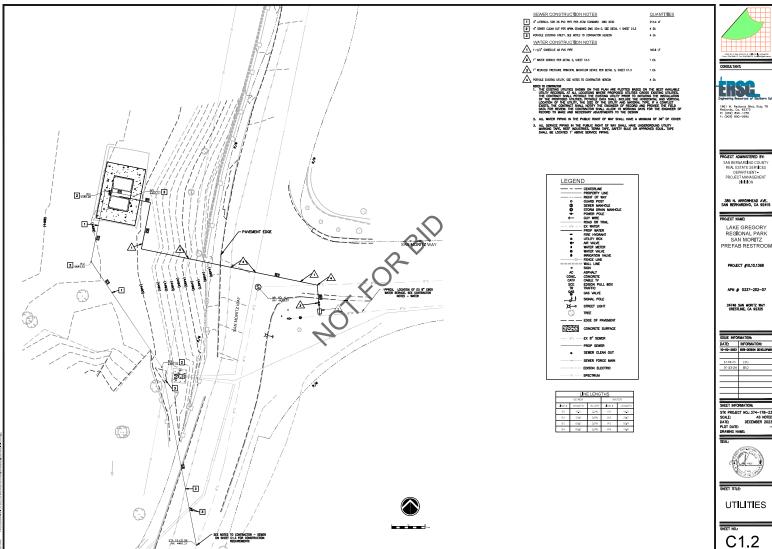
NA = Not Sufficient Sample

NR = Not Requested

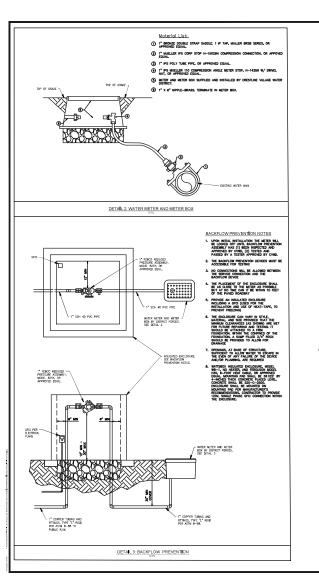
Figure No. B-4

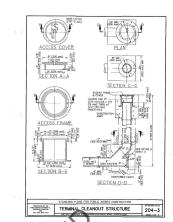














TESTING & INSPECTION: A CLEANOUT (PREFERABLY TWO-WAY TEE) SHALL BE INSTALLED AT THE POINT THE BUILDING SEWER EXITS THE

THE FIRST THREE (5) INSPECTIONS BY THE DISTRICT INSPECTOR ARE COVERED BY THE BASIC INSPECTION FEE PAID AT THE TIME A CONNECTION PERMIT IS ISSUED. MENT THE INSTALLATION IS FOUND TO CONFORM WITH ALL DISTRICT STANDARDS APPLICABLE, A WHITE TAG

CONTRACTOR NOTES - WATER

THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING ALL INSPECTIONS.
CONTACT THE CRESTLINE VILLAGE WATER DISTRICT ((909) 338-1727) AND
THE COUNTY OF SAN BERNARGING ((909) 387-8311) 48 HOURS IN
ADVANCE.

CONTRACTOR NOTES - SEWER

PRIOR TO NITIATING MORK ON OR ABOVE THE DE CONTRACTOR SHALL MEET WITH REPERIENTATIVES SHAFTATION SISTEMIC (1987). TO RESOUS THE SHAFTATION SISTEMIC (1987). TO RESOUS THE CONTRACTOR MORK, CONTRACT CHESTAIRE SMALL SAM BERNARDING (1993) 387-7910) TO ACQUIRE FOR THE WORK IN SAM MORTTO INFO.

THE INSTALLATION PROCESS, INCLUDING EXCAVATION AND BACKFILL BEDDING AND ALL PIPE MATERIAL AND FITTINGS SHALL COMPLY WITH THE CRESTLINE SANITATION DISTRICT INFORMATION CONCERNING THE SANITARY SEWER SYSTEM.

THE CONTRACTOR IS RESPONSIBLE FOR ARRANGING ALL INSPECTIONS.
CONTACT THE CRESTLINE SANITATION DISTRICT 24 HOURS IN ADVANCE AT
(809) 338-1751 FOR INSPECTION.



385 N. ARROWHEAD AVE. SAN BERNARDINO, CA 92415

PROJECT NAME:

LAKE GREGORY REGIONAL PARK SAN MORITZ PREFAB RESTROOM

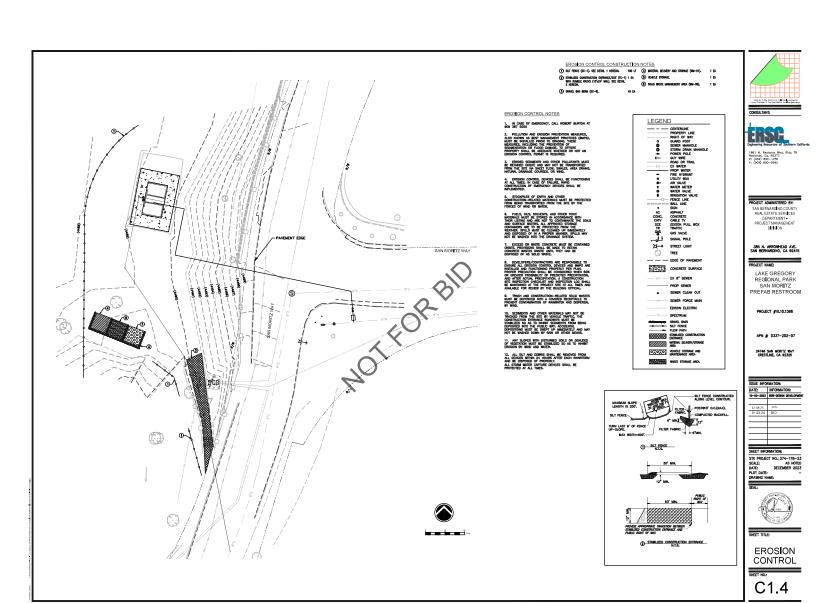
APN #: 0337-202-07

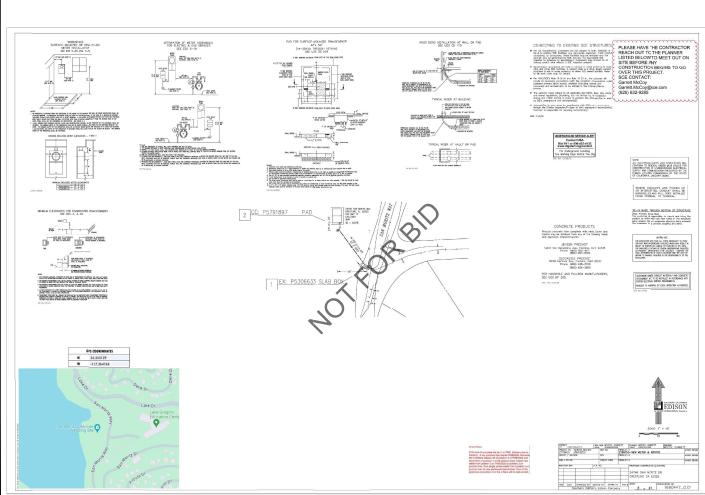
24746 SAN MORITZ WAY ORESTLINE, CA 92325



**DETAILS** AND NOTES SHEET NO.:

C1.3





SCE ELECTRICAL PLAN



DJECT ADMINISTERED BY AN BERNARDINO COUNTY REAL ESTATE SERVICES DEPARTMENT PROJECT MANAGEMENT DIVISION

385 N. ARROW-EAD AVE. SAN BERNARDNO, CA 9245

LAKE GREGORY REGIONAL PARK SAN MORITZ PREFAB RESTROOM

PROJECT #10J0J398

APN == 0337-202-07

24746 SAN MORITZ WAY CRESTLINE, CA 92325

D-9-29 OA PROSESS 00-929 CG 00-929 C

SECT INCUSTATION
STIC PROJECT NO.674-178-23
SCALE AS NOTES
DATE DECEMBER 203
PLOT DATE
DRAWING NAME
SEAL



UT**ILI**TY PLAN SCE

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