

Proj: 12340.008 Scale: NTS	Eng/Geol: TCB/SGO Date: May 2021	BORING LB-5 GROUND SURFACE PHOTO	Figure A-5
Proj: 12340.008	Eng/Geol: TCB/SGO		Figure A-5

Desert Knolls Wash Channel, Phase III Apple Valley, San Bernardino County, California

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Leighton

# **GEOTECHNICAL BORING LOG LB-6**

Proj	ject No	<b>).</b>	12340	0.008					Date Drilled 3-15-21	
Proj	ect	-	San E	Bernarding	o Coun	ty, Flo	od; De	esert K	nolls Wash - Phase III Logged By ECB	
Drill	ing Co	). _	2R Dr	illing					Hole Diameter 8"	
Drill	ing Me	ethod	Autoh	ammer -	Hollov	v Sterr	n Auge	r	Ground Elevation 2763'	
Loc	ation	-	See F	igure 2 -	Boring	Locat	ion Ma	р	Sampled By	
Elevation Feet	Depth Feet	z Graphic ۷	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	<b>SOIL DESCRIPTION</b> This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.	Type of Tests
	0— —			B1					@SURFACE: SAND and GRAVEL QUATERNARY ALLUVIUM (Qa)	
2760-	_			R1	20 34 23	141	4	SM	@2.5' SILTY SAND (SM): brown, moist, dense, 14% fines, fine to medium sand, trace fine gravel.	SA
	5 			R2	8 10 18	115	4	SW	@5' SAND with GRAVEL (Set): on a brown, moist, medium dense, 5% fines (field estimate) well-graded sold, 5% to 10% angular fine to coarse gravel (field estimate) do to 1-inch diameter.	
2755-	-			R3	10 13 15	117	3	SW	@7.5' SAND (SW): oran ish orown, moist, medium dense, small amount offines, well-guided sand.	
2750-	10— — —			R4	3 4 7	118	4	SM	Course Th SAND (SM): orangish brown, moist, loose, 15% to 20% fines yield stimate), fine to medium sand, 1% fine gravel (field estimate) up to ¼-inch in diameter.	
2745-	 15 			S1	2 3 3			SM	@15' SILTY SAND (SM): orangish brown, moist, loose, 15% to 20% fines (field estimate), fine to medium sand, 1% fine gravel (field estimate) up to ¼-inch in diameter.	
	 20—			S2	5 6 8		3	SW	@20' SAND with GRAVEL (SW): orangish brown, slightly moist, medium dense, small amount of fines, well-graded sand, 5% fine subrounded gravel (field estimate).	
2740-	 25			-					TOTAL DEPTH = 21.5 FEET NO GROUNDWATER ENCOUNTERED DURING DRILLING BACKFILLED WITH CUTTINGS 03/15/2021	
2735-				-	-					
SAMI B C G R S T	PLĚ TYP BULK S CORE S GRAB S RING S SPLIT S TUBE S	YES: SAMPLE SAMPLE SAMPLE AMPLE SPOON SA SAMPLE	MPLE	TYPE OF TE -200 % FI AL ATT CN COM CO COL CR COF CU UNE	ESTS: INES PAS ERBERG ISOLIDA ISOLIDA ILAPSE ROSION DRAINED	SSING LIMITS TION TRIAXIA	DS EI H MD PP AL RV	DIRECT EXPAN HYDRO MAXIM POCKE R VALU	T SHEAR SA SIEVE ANALYSIS SION INDEX SE SAND EQUIVALENT METER SG SPECIFIC GRAVITY UM DENSITY UC UNCONFINED COMPRESSIVE STRENGTH T PENETROMETER JE	Ì

\*\*\* This log is a part of a report by Leighton and should not be used as a stand-alone document. \*\*\*



Proj: 12340.008	Eng/Geol: TCB/SGO
Scale: NTS	Date: May 2021
Reference:	

# BORING LB-6 GROUND SURFACE PHOTO

County of San Bernardino Department of Public Works Desert Knolls Wash Channel, Phase III Apple Valley, San Bernardino County, California



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# **GEOTECHNICAL BORING LOG LB-7**

Proj Proj	Project No.       12340.008       Date Drilled       3-15-2         Project       San Bernarding County, Flood: Desert Knolls Wash - Phase III       Logged By       FCB					<u> </u>				
Drill	ing Co	- ).	20 Dr	illing		ty, i io	ou, De			
Drill	ina Me	ethod -	Autob	ammor	Holloy	v Stor		r	Ground Elevation 2778	
	ation	-	See F		Boring	Locati	ion Ma	n n	Sampled By	
	auon	-	0001	igure z -	Doning	LUCAL				1
Elevation Feet	Depth Feet	z Graphic « Log	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	<b>SOIL DESCRIPTION</b> This Soil Description applies only to a location of the exploration at the time of sampling. Subsurface conditions may differ at other locations and may change with time. The description is a simplification of the actual conditions encountered. Transitions between soil types may be gradual.	Type of Tests
	0			B1	-				@SURFACE: SAND and GRAVEL QUATERNARY ALLUVIUM (Qa)	
2775-	_			R1	20 44 41	129	5	SM	@2.5' SILTY SAND with GRAVEL (SM): orangish brown, slightly moist, dense, 13% fines, fine to predium sand, 5% fine subrounded gravel (field estimate) up to 1 such are neter.	SA
	5			R2	14 27 41	129	4	sw	@5' SAND with GRAVEL (S.4): bn.vn, sightly moist, dense, <5% fines (field estimate) well-guided sind, 5% fine subangular gravel (field estimate) unto ½ nch diameter.	
2770-				R3	7 16 25	120	6	SW-SM	<ul> <li>@7.5' (upper 9" of sample): SETY SAND (SM): dark brown, moist, dense, 15° to 20% fine (field estimate), fine sand, gradual transition to land with gravel below.</li> <li>@8.95 super set of sample): SAND with CRAVEL (CMA) light transition.</li> </ul>	
	10— _			R4	16 40 50	116	4	sw	<ul> <li>(a) SAND with GRAVEL (SW). light brown, slightly paist, dense, small amount of fines.</li> <li>(a) SAND (W): light yellowish brown, dry, very dense, small amount of fine, wen-graded sand, trace fine gravel.</li> </ul>	
2765-	_	△ _ △ ○ _ △ △		-	•			$\langle$		
2760-	15— — —			<u>s</u> 1-*	50/3"			IGN	QUARTZ MONZONITE (gm) @15' BEDROCK: zones of relatively fresh bedrock, fines in cuttings from auger grinding.	-
	 20			S2	0/6"		4	IGN	@20' BEDROCK: zones of relatively fresh bedrock, fines in cuttings from auger grinding.	-
2755-	  			-					TOTAL DEPTH = 21.25 FEET NO GROUNDWATER ENCOUNTERED DURING DRILLING BACKFILLED WITH CUTTINGS 03/15/2021	
2750-				-	-					
SAM B	PLĚ TYP BULK S	ES: SAMPLE	I	TYPE OF TE -200 % F	ESTS: INES PAS	SSING	DS	DIRECT	SHEAR SA SIEVE ANALYSIS	~
C G R S T	CORE S GRAB S RING S SPLIT S TUBE S	SAMPLE SAMPLE AMPLE SPOON SA SAMPLE	MPLE	AL ATT CN CON CO COL CR COF CU UNE	ERBERG ISOLIDA LAPSE ROSION RAINED	LIMITS TION TRIAXIA	EI H MD PP	EXPANS HYDRO MAXIMI POCKE R VALU	SION INDEX SE SAND EQUIVALENT METER SG SPECIFIC GRAVITY UM DENSITY UC UNCONFINED COMPRESSIVE STRENGTH T PENETROMETER JE	×,

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# BORING LB-7 GROUND SURFACE PHOTO

County of San Bernardino Department of Public Works Desert Knolls Wash Channel, Phase III Apple Valley, San Bernardino County, California



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# APPENDIX B

# GEOTECHNICAL LABORATORY TESTING

This geotechnical laboratory testing program was directed toward a quantitative and qualitative evaluation of physical and mechanical properties of soils underlying this alignment and to aid in verifying soil classification.

**In-Situ Moisture and Density:** As-sampled moisture content was determined (ASTM D2216) on samples of the materials recovered from borings. In addition, in place dry density determinations (ASTM D2937) were performed on relatively undisturbed samples to measure unit weight of sampled soils. Results of these tests are shown on the logs at the appropriate sample depths, in Appendix A.

**Sieve Analyses:** Sieve analyses (ASTM D6913) were performed on selected samples of soils. These tests were performed to assist in soil classification and to determine grain size distributions of the soils. Results of these tests are presented on the "*Particle Size Curve*" figures in this appendix.

**Soil Corrosivity Tests**: A bulk soil sample was tested to evaluate corrosion potential of tested site soils. Tests were performed to evaluate soluble sulfate content (CTM 417), soluble chloride content (CTM 422), plur and minimum electrical resistivity (CTM 643). Test results are presented on the *Tests for Sulfate Content, Chloride Content and pH of Soils* sheet and the *Soil Resistivity Test* sheet in this appendix.















# TESTS for SULFATE CONTENT Leighton CHLORIDE CONTENT and pH of SOILS

Project Name:	Desert Knolls Wash	Tested By :	GEB/GB	Date:	05/06/21
Project No. :	12340.008	Checked By:	J. Ward	Date:	05/24/21

Boring No.	LB-6	
Sample No.	R-2	
Sample Depth (ft)	5.0	
Soil Identification:	Olive SM	
Wet Weight of Soil + Container (g)	220.49	
Dry Weight of Soil + Container (g)	217.53	
Weight of Container (g)	56.21	
Moisture Content (%)	1.83	
Weight of Soaked Soil (g)	100.04	

SULFATE CONTENT, DOT California Test	417, Part II	$2^{\vee}$	
Beaker No.	3/3		
Crucible No.	4	·	
Furnace Temperature (°C)	860		
Time In / Time Out	15 05/13:50		
Duration of Combustion (min)	45		
Wt. of Crucible + Residue (g)	19.6825		
Wt. of Crucible (g)	19.6808		
Wt. of Residue (g) (A)	0.0017		
PPM of Sulfate (A) x 41150	69.95		
PPM of Sulfate, Dry Weight Basis	71		

#### CHLORIDE CONTENT, DOT California Test 422

ml of Extract For Titration (B)	30	
ml of AgNO3 Soln. Used in Titration (C)	1.3	
PPM of Chloride (C -0.2) * 100 * 30 / B	110	
PPM of Chloride, Dry Wt. Basis	112	

#### pH TEST, DOT California Test 643

pH Value	7.37		
Temperature °C	22.7		



#### SOIL RESISTIVITY TEST **DOT CA TEST 643**

Project Name:	Desert Knolls Wash	Tested By :	G. Berdy	Date:	05/11/21
Project No. :	12340.008	Checked By:	J. Ward	Date:	05/24/21
Boring No.:	LB-6	Depth (ft.) :	5.0		

Sample No. : R-2

Soil Identification:\* Olive SM

\*California Test 643 requires soil specimens to consist only of portions of samples passing through the No. 8 US Standard Sieve before resistivity testing. Therefore, this test method may not be representative for coarser materials.

Specimen No.	Water Added (ml) (Wa)	Adjusted Moisture Content (MC)	Resistance Reading (ohm)	Soil Resistivity (ohm-cm)
1	20	17.48	4500	4500
2	30	25.30	3650	3650
3	40	33.13	3900	3900
4				
5				

Moisture Content (%) (MCi)	1.83
Wet Wt. of Soil + Cont. (g)	220.49
Dry Wt. of Soil + Cont. (g)	217.53
Wt. of Container (g)	56.21
Containe, No.	
Initia Son Wt. ( ) (Wt)	130.18
Fox Constant	1.000
W_ =()(1+Mci/100)x(Wa/Wt+1	))-1)x100

Min. Resistivity	Moisture Content	Sulfate Content	Chloride Content	So	il pH
(ohm-cm)	(%)	(ppm)	(ppm)	pН	Temp. (°C)
DOT CA Test 643		DOT CA Test 417 art II	DOT CA Test 422	DOT CA Test 643	
3630	26.5	/1	112	7.37	22.7



# APPENDIX C

# EARTHWORK AND GRADING GUIDE SPECIFICATIONS



#### APPENDIX C

# LEIGHTON CONSULTING, INC. EARTHWORK AND GRADING GUIDE SPECIFICATIONS

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#### C-1.0 GENERAL

#### C-1.1 Intent

These Earthwork and Grading Guide Specifications are for grading and earthwork shown on the current, approved grading plan(s) and/or indicated in the Leighton Consulting, Inc. geotechnical report(s). These Guide Specifications are a part of the recommendations contained in the geotechnical report(s). In case of conflict, the project-specific recommendations in the geotechnical report shall supersede these Guide Specifications. Leighton Consulting, Inc. shall provide geotechnical observation and testing during earthwork and grading. Based on these observations and tests, Leighton Consulting, Inc. may provide new or revised recommendations that could supersede these specifications or the recommendations in the geotechnical report(s).

#### C-1.2 Role of Leighton Consulting, Inc.

Prior to commencement of earthwork and grading, Leighten Consulting, Inc. shall meet with the earthwork contractor to review the earthwork contractor's work plan, to schedule sufficient personnel to perform the appropriate level or observation, mapping and compaction testing. During earthwork and grading, Leighton Consulting, Inc. shall observe, map, and document subsurface exposures to verify geotechnical design assumptions. If observed conditions are found to be significantly different than the interpreted assumptions during the design phase, Leighton Consulting, Inc. shall inform the owner, recommend appropriate changes in design to accommodate these observed conditions, and notify the review agency where required. Subsurface areas to be geotechnically observed, mapped, elevations recorded, and/or tested include (1) natural ground after clearing to receiving find but before fill is placed, (2) bottoms of all "remedial removal" areas, (3) all k y bottoms, and (4) benches made on sloping ground to receive fill.

Leighton Consulting, Inc. shall observe moisture-conditioning and processing of the subgrade and fill materials, and perform relative compaction testing of fill to determine the attained relative compaction. Leighton Consulting, Inc. shall provide *Daily Field Reports* to the owner and the Contractor on a routine and frequent basis.

#### C-1.3 The Earthwork Contractor

The earthwork contractor (Contractor) shall be qualified, experienced and knowledgeable in earthwork logistics, preparation and processing of ground to receive fill, moistureconditioning and processing of fill, and compacting fill. The Contractor shall review and accept the plans, geotechnical report(s), and these Guide Specifications prior to commencement of grading. The Contractor shall be solely responsible for performing grading and backfilling in accordance with the current, approved plans and specifications.

The Contractor shall inform the owner and Leighton Consulting, Inc. of changes in work schedules at least one working day in advance of such changes so that appropriate observations and tests can be planned and accomplished. The Contractor shall not assume that Leighton Consulting, Inc. is aware of all grading operations.

The Contractor shall have the sole responsibility to provide adequate equipment and methods to accomplish earthwork and grading in accordance with the applicable grading codes and agency ordinances, these Guide Specifications, and recommendations in the approved geotechnical report(s) and grading plan(s). If, in the opinion of Leighton Consulting, Inc., unsatisfactory conditions, such as unsuitable sol improper moisture condition, inadequate compaction, adverse weather, etc., are resulting in a quality of work less than required in these specifications, Leighton Consulting, Inc. shall reject the work and may recommend to the owner that earthwork and grading be stopped until unsatisfactory condition(s) are rectified.

# C-2.0 PREPARATION OF AREAS TO BE FILLED

#### C-2.1 Clearing and Grubbing

Vegetation, such as brush, grass, rocks and other deleterious material shall be sufficiently removed and properly disposed of nea method acceptable to the owner, governing agencies and Leighton Consulting, Inc.. Care should be taken not to encroach upon or otherwise damage native and/or bistoric trees designated by the Owner or appropriate agencies to remain. Parements, flatwork or other construction should not extend under the "drip line" of designated trees to remain.

Leighton Consulting me. shall evaluate the extent of these removals depending on specific site conditions. Earth fill material shall not contain more than 3 percent of organic materials (by dry weight: ASTM D2974). Nesting of the organic materials shall not be allowed.

If potentially hazardous materials are encountered, the Contractor shall stop work in the affected area, and a hazardous material specialist shall be informed immediately for proper evaluation and handling of these materials prior to continuing to work in that area. As presently defined by the State of California, most refined petroleum products (gasoline, diesel fuel, motor oil, grease, coolant, etc.) have chemical constituents that are considered to be hazardous waste. As such, the indiscriminate dumping or spillage of

these fluids onto the ground may constitute a misdemeanor, punishable by fines and/or imprisonment, and shall not be allowed.

#### C-2.2 Processing

Existing ground that has been declared satisfactory for support of fill, by Leighton Consulting, Inc., shall be scarified to a minimum depth of 6 inches (15 cm). Existing ground that is not satisfactory shall be over-excavated as specified in the following Section C-2.3. Scarification shall continue until soils are broken down and free of large clay lumps or clods and the working surface is reasonably uniform, flat, and free of uneven features that would inhibit uniform compaction.

#### C-2.3 Overexcavation

In addition to removals and over-excavations recommended in the opproved geotechnical report(s) and the grading plan, soft, loose, dry, saturated, stongy, organic-rich, highly fractured or otherwise unsuitable ground shall be over-excavated to competent ground as evaluated by Leighton Consulting, Inc. during grading. An undocumented fill soils under proposed structure footprints should be excavated

#### C-2.4 Benching

Where fills are to be placed on ground with elopes steeper than 5:1 (horizontal to vertical units), (>20 percent grade) the ground shall be stepped or benched. The lowest bench or key shall be a minimum of 15 feet (4.5 m) wide and at least 2 feet (0.6 m) deep, into competent material as evaluated by 1 eighton Consulting, Inc.. Other benches shall be excavated a minimum height of 4 feet (1.2 m) into competent material or as otherwise recommended by Leighton Consulting, Inc.. Fill placed on ground sloping flatter than 5:1 (horizontal to vertical units), (<20 percent grade) shall also be benched or otherwise over-excavated to provide a flat subgrade for the fill.

#### C-2.5 Evaluation/Acceptance or Fill Areas

All areas to receive fill, including removal and processed areas, key bottoms, and benches, shall be observed, mapped, elevations recorded, and/or tested prior to being accepted by Leighton Consulting, Inc. as suitable to receive fill. The Contractor shall obtain a written acceptance (*Daily Field Report*) from Leighton Consulting, Inc. prior to fill placement. A licensed surveyor shall provide the survey control for determining elevations of processed areas, keys and benches.

### C-3.0 FILL MATERIAL

#### C-3.1 Fill Quality

Material to be used as fill shall be essentially free of organic matter and other deleterious substances evaluated and accepted by Leighton Consulting, Inc. prior to placement. Soils of poor quality, such as those with unacceptable gradation, high expansion potential, or low strength shall be placed in areas acceptable to Leighton Consulting, Inc. or mixed with other soils to achieve satisfactory fill material.

#### C-3.2 Oversize

Oversize material defined as rock, or other irreducible material with a maximum dimension greater than 6 inches (15 cm), shall not be buried or placed in fill unless location, materials and placement methods are specifically accepted by Leighton Consulting, Inc.. Placement operations shall be such that neuting o oversized material does not occur and such that oversize material is completely surrounded by compacted or densified fill. Oversize material shall not be placea within 10 feet (3 m) measured vertically from finish grade, or within 2 feet (0.61 m) of uture utilities or underground construction.

#### C-3.3 Import

If importing of fill material is required for grading, proposed import material shall meet the requirements of Section C-3.1, and be free of bizardous materials ("contaminants") and rock larger than 3-inches (8 cm) in largest dimension. All import soils shall have an Expansion Index (EI) of 20 or loss anone sulfate content no greater than ( $\leq$ ) 500 parts-per-million (ppm). A representative sample of a potential import source shall be given to Leighton Consulting, Inc. at least neur full working days before importing begins, so that suitability of this import material can be determined and appropriate tests performed.

# C-4.0 PLACEMENT AND COMPACTION

#### C-4.1 Fill Layers

Approved fill material shall be placed in areas prepared to receive fill, as described in Section C-2.0, above, in near-horizontal layers not exceeding 8 inches (20 cm) in loose thickness. Leighton Consulting, Inc. may accept thicker layers if testing indicates the grading procedures can adequately compact the thicker layers, and only if the building officials with the appropriate jurisdiction approve. Each layer shall be spread evenly and mixed thoroughly to attain relative uniformity of material and moisture throughout.

#### C-4.2 Fill Moisture Conditioning

Fill soils shall be watered, dried back, blended and/or mixed, as necessary to attain a relatively uniform moisture content at or slightly over optimum. Maximum density and optimum soil moisture content tests shall be performed in accordance with the American Society of Testing and Materials (ASTM) Test Method D1557.

#### C-4.3 Compaction of Fill

After each layer has been moisture-conditioned, mixed, and evenly spread, each layer shall be uniformly compacted to not-less-than ( $\geq$ ) 90 percent of the maximum dry density as determined by ASTM Test Method D1557. In some cases, structural fill may be specified (see project-specific geotechnical report) to be uniformly compacted to at-least ( $\geq$ ) 95 percent of the ASTM D1557 modified Proctor laboratory maximum dry density. For fills thicker than (>) 15 feet (4.5 m), the portion of fill deeper than 1557 laboratory maximum density. Compaction equipment shall be adequately sized and be either specifically designed for soil compaction or of proven reliability to efficiency achieve the specified level of compaction with uniformity.

#### C-4.4 Compaction of Fill Slopes

In addition to normal compaction procedures specified above, compaction of slopes shall be accomplished by back rolling of slopes with sneep's-foot rollers at increments of 3 to 4 feet (1 to 1.2 m) in fill elevation, or by other methods producing satisfactory results acceptable to Leighton Consulting, Inc. Upon completion of grading, relative compaction of the fill, out to the slope face, shall be a least 90 percent of the ASTM D1557 laboratory maximum density.

#### C-4.5 Compaction Testing

Field-tests for moisture center and relative compaction of the fill soils shall be performed by Leighton Conducting Inc.. Location and frequency of tests shall be at our field representative(s) discretion based on field conditions encountered. Compaction test locations will not necessarily be selected on a random basis. Test locations shall be selected to verify adequacy of compaction levels in areas that are judged to be prone to inadequate compaction (such as close to slope faces and at the fill/bedrock benches).

#### C-4.6 Compaction Test Locations

Leighton Consulting, Inc. shall document the approximate elevation and horizontal coordinates of each density test location. The Contractor shall coordinate with the project surveyor to assure that sufficient grade stakes are established so that Leighton Consulting, Inc. can determine the test locations with sufficient accuracy. Adequate grade stakes shall be provided.

#### C-5.0 EXCAVATION

Excavations, as well as over-excavation for remedial purposes, shall be evaluated by Leighton Consulting, Inc. during grading. Remedial removal depths shown on geotechnical plans are estimates only. The actual extent of removal shall be determined by Leighton Consulting, Inc. based on the field evaluation of exposed conditions during grading. Where fill-over-cut slopes are to be graded, the cut portion of the slope shall be made, then observed and reviewed by Leighton Consulting, Inc. prior to placement of materials for construction of the fill portion of the slope, unless otherwise recommended by Leighton Consulting, Inc..

#### C-6.0 TRENCH BACKFILLS

#### C-6.1 Safety

The Contractor shall follow all OSHA and Cal/OSHA requirements for excavation safety. Work should be performed in accordance with Article Conf the California Construction Safety Orders, 2015 Edition or more current (see also: http://www.dir.ca.gov/title8/sb4a6.html ).

#### C-6.2 Bedding and Backfill

All utility trench bedding and backfill shall be performed in accordance with applicable provisions of the 2018 Edition of the *Standard Specifications for Public Works Construction* (Green Book). Bedding praticial shall have a Sand Equivalent (SE) greater than 30 (SE>30). Bedding shall be placed to 1-foot (0.3 m) over the top of the conduit, and densified by jetting in areas of granular soils, if allowed by the permitting agency. Otherwise, the pipe-bedding one shall be backfilled with Controlled Low Strength Material (CLSM) consisting of at least one sack of Portland cement per cubic-yard of sand, conforming to Section 2 1-6 of the 2018 Edition of the *Standard Specifications for Public Works Construction* (Green Book). Backfill over the bedding zone shall be placed and densified mechanically to a minimum of 90 percent of relative compaction (ASTM D1557) from 1 foot (0.3 m) above the top of the conduit to the surface. Backfill above the pipe zone shall <u>not</u> be jetted. Jetting of the bedding around the conduits shall be observed by Leighton Consulting, Inc. and backfill above the pipe zone (bedding) shall be observed and tested by Leighton Consulting, Inc.

#### C-6.3 Lift Thickness

Trench backfill, and engineered fill of any kind, lift thickness shall not exceed those allowed in the 2018 Edition of the *Standard Specifications for Public Works Construction* (Green Book); unless the Contractor can demonstrate to Leighton Consulting, Inc., the Owner **and** the appropriate-jurisdiction building official that fill lifts can be consistently compacted to specified relative compaction using alternative equipment and methods intended for production earthwork.



# LIST OF STANDARD AND SPECIAL DRAWINGS (GREEN PAGES)

• Project Site Map

#### State Department of Transportation Standard Plans, 2018

• A77L1	Midwest Guardrail System – Standard Railing
	Section (Wood Post with Wood Block)
• A77M1	Midwest Guardrail System – Standard Hardware
• A77N1	Midwest Guardrail System – Wood Post and
	Wood Block Details
• A77N3	Midwest Guardrail System – Typical Line Post
	Embedment and Hinge Point Offset Details
• D81	Cast-in-Place Reinforced Concrete Double Box
	Culvert
• D82	Cast-in-Place Reinforced Concrete Box Culvert
	Miscellaneous Details
• D84	Box Culvert Ving rolls – Types A, B, and C
• D86A	Box Culvert Walper Wingwalls

# San Bernardino County Flood Control And Roza D partment Standard Plans

P

be G. te

- SBC Std 209
- Special Drawing I
- Special Drawing II

6. ' Chain Link Boundary Fence & Gate 7.0' Chain Link Channel Fence & Gate

#### Notice to Residents (English/Spanish)

- English
- <u>Spanish</u>

























# NOTICE TO THE RESIDENTS OF DESERT KNOLLS WASH PHASE III

The County of San Bernardino Department of Public Works has contracted with (Company name) for the channel improvements near Cuantico Road and Potomac Road in the Apple Valley area. The construction shall include deepening and widening the Desert Knolls Wash, constructing a reinforced concrete box culvert, and constructing a parkway crossing.

This work will be performed between the dates of \_\_\_\_\_ (cart date) and \_\_\_\_\_ (end date). Normal working hours will be between the hours of \_\_\_\_\_\_ 1.M. and \_\_\_\_\_ P.M. Monday through Friday.

There will be "No Parking Signs" posted on your street indicating the specific dates work will be performed on the street. During the time we are vorking, access to the public will be limited and we ask the following:

- 1. Do not park your vehicles of the roadway
- 2. Do not allow water to run by the roadway
- 3. Do not allow children to alay in the roadway
- 4. Do not place trash cans or other debris on the roadway

We regret any inconvenience that this work may cause you and we thank you for your cooperation in assisting us in rebuilding your street.

Thank you. (<mark>Company name)</mark> (Company contact name) (Company phone number)

If you need further assistance contact the Department of Public Works at (909) 387-7920


# NOTIFICACIÓN A LOS RESIDENTES DE DESERT KNOLLS WASH PHASE III

El Condado de San Bernardino, Departamento de Obras Públicas, a contratado con (Company name) para actualizar el canal de drenaje llamado Desert Knolls Wash cerda de la intersección de las calles Potomac Road y Cuantico Road en la área de Apple Valley. La construcción va a incluir excavación y ensanchamiento del canal, la construcción de une alcantarilla dentro del canal, y la construcción de un puente de acceso sobre la alcantarilla.

Este trabajo será hecho entre la fecha de (start date) y (ero date). Las horas elegidas para hacer este trabajo serán entre las \_\_\_\_\_ de la mañana y \_\_\_\_\_ de la tarde de lunes a viernes.

Habrá letreros indicando que "No Habrá Estacionemiento" en la calle y especificando el horario cuando el trabajo será realizado. Durante el tiempoque estemos trabajando, acceso al público será limitado y por esta razón pedimos lo siguiente

- 1. No estacionen sus vehículos en lo calle.
- 2. No permita que corra en gua hacia la calle.
- 3. No permita que los Niños jueguen en la calle.
- 4. No ponga los bites de pasura o cualquier otra basura en la calle.

Lamentamos la incorropier cia que causara este trabajo y les agradecemos por su cooperación y asistencia en el mejoramiento del canal de Desert Knolls.

Muchas Gracias.

(Company name) (Company contact name) (Company phone number)

Si necesita asistencia favor de hablar al Departamento de Obras Publicas, (909) 387-7920.

BIDDER:

#### <u>PROPOSAL</u>

#### TO THE BOARD OF SUPERVISORS OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

For Construction On

#### DESERT KNOLLS WASH PHASE III FLOOD CONTROL IMPROVEMENT PROJECT From Existing Trapezoidal Concrete Channel to just North of the Confluence with the Mojave River

LENGTH: 2,590 Feet WORK ORDER: F01854 AREA: Town of Apple Valley SYSTEM NO.: 4-201-1A

NOTICE: BIDDERS MUST OBTAIN BIDDING DOCUMENTS AND PREPARE THEIR BIDS ON FORMS OBTAINED DIRECTLY FROM THE SAME BLENARDINO COUNTY FLOOD CONTROL DISTRICT OR FROM THE COUNTY OF SAN BERNARDINO ELECTRONIC PROCUREMENT NETWORK (ePRO) bitps://epro.sbcounty.gov/epro/. BIDS PREPARED ON FORMS OBTAINED FROM OTHER SOURCES WILL NOT BE ACCEPTED. BIDDERS MUST BE LISTED ON THE OFFICIAL PLAN HOLDERS LIST AT THE TIME BIDS ARE PUBLICLY OPENED. BIDS RECEIVED FROM BIDDERS WHO ARE NOT LISTED ON THE OFFICIAL PLAN HOLDERS LIST WILL NOT BE ACCEPTED.

The undersigned, as bidder, de lares that the only persons or parties interested in this proposal as principals are u ose named herein, that this proposal is made without collusion with any other person firm, or corporation; that bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans and specifications therein referred to; and bidder proposes and agrees if this proposal is accepted, that bidder will contract with the San Bernardino County Flood Control District, in the form of the copy of the contract to provide all necessary machinery, tools, apparatus and other means of construction, and to do all work and furnish all the materials specified in the contract, in the manner and in the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that bidder will take in full payment therefore the following prices, to wit:

#### PROPOSAL CHECKLIST AND ASSEMBLY SEQUENCE

### **IMPORTANT**

_	Failure to Properly Complete Bid Package May Result in Rejection of Bid
1	Proposal – Assemble all pages in same numbering sequence as original.
	Replacement Bid Sheets from Addendum are substituted in sequence, if applicable.
	Unit Prices are entered for all bid items (or Alternate bid items).
	Corrections or changes to the bid document are initialed.
	Subcontractors, if any, are listed
	Public Contract Code Section 10285.1 Statement is executed
	Public Contract Code Section 10162 Questionnaire is completed
	Noncollusion Declaration is executed and submitted with bid.
	Bidder Information is completed and correct.
	Proposal is complete and signed by authorized company representative.
2	Addendums, if any, are acknowledged. (Normally sant by facsimile and mail)
	"Bidder's Certification" (Just the vertification page) are executed and attached.
3	Bidder's Security.
	10% of Bid Amount in Cash, Cashier's Check, Certified Check or Bidder's Bond.
	If Bidder's Bond surety signature is notarized.
	If Bidder's Bond, sure ty power of attorney is attached.
4	ePRO.
	Registered as a Vendor in the ePro System prior to date and time to receive bid.
	If submitting bid through ePro, original Bid Security submitted in a separate sealed envelope labeled "Bid Bond" with the title of the work and name of bidder marked on outside of envelope to the San Bernardino County Flood Control District, Front Reception. Must be received on or before the time set for the opening of bids.
	If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Proposal Documents (pages P-1 thru P-14).
	If submitting a bid through ePro, Scan and attach to your quote the Fully Executed Certification Page for ALL Addendums.
5	REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) (SENATE BILL 854).
	DIR Registration Number identified for Bidder and all subcontractors.

WO KORBID

#### Bidder:

\_\_\_\_

#### Project: DESERT KNOLL PHASE III FLOOD CONTROL **IMPROVEMENT PROJECT**

W.O.#: *F01854* 

# From Existing Trapezoidal Concrete Channel to just North of the Confluence with the Mojave River Limits:

Item	Approx.	Meas.	Item Description	Unit Price	Total
NO.	Quant.	Onit			

1	500,000	Force Account	Supplemental Work - Unforeseen Differing Site Conditions Associated Subgrade Stabilization, utility conflicts, and/or repairs due to storm events (Force Account)	\$	\$
2	1	L.S.	Mobilization	\$	\$
3	1	L.S.	Locate and Protect Existing Utilities	\$	\$
4	1	L.S.	Quality Control Program	ð	\$
5	1	L.S.	Project Schedule (Critical Path)		\$
6	1	L.S.	Trench and Excavation Safety/Temporary Shoring		\$
7	1	L.S.	Develop Water and Power Supply	\$	\$
8	2	EA.	Portable Changeable Message Sign	\$	\$
9	1	L.S.	Traffic Control System	\$	\$
10	1	L.S.	Prepare Final Storm Witer Pollu on Prevention Plan.	\$	\$
11	1	L.S.	Stormwater Polit tion Frevention Plan Implementation	\$	\$
12	1	L.S.	Construction Protection, Diversion and Control of Water/L watering	\$	\$
13	1	L.S.	Environmenta Mitigation	\$	\$
14	1,870	C.Y.	Remove and Reuse Existing Rocks (F)	\$	\$
15	2,300	C.Y.	Break, Remove, and Reuse Existing Concreted	\$	\$
16	1	EA.	Remove Double Drive Chain Link Gate	\$	\$
17	1,000	L.F.	Remove Chain Link Fence	\$	\$
18	2,900	L.F.	Remove Abandoned Gravity Sewer Pipe	\$	\$
19	10	EA.	Remove Abandoned Sewer Manhole	\$	\$
20	50	C.Y.	Remove Concrete Slab	\$	\$
21	1	L.S.	Construction Field Office Facility	\$	\$
22	1	L.S.	Clearing and Grubbing	\$	\$
23	116,700	C.Y.	Excavation (F)	\$	\$
24	340	C.Y.	Structure Backfill	\$	\$
25	29,900	C.Y.	Embankment (90% Relative Compaction) (F)	\$	\$
26	270	C.Y.	Structural Concrete, Multiple Box Culvert	\$	\$

#### Bidder:

Limits:

#### W.O.#: *F01854*

#### **IMPROVEMENT PROJECT**

### From Existing Trapezoidal Concrete Channel to just North of the Confluence with the Mojave River

Project: DESERT KNOLL PHASE III FLOOD CONTROL

-					
Item	Approx.	Meas.	Item Description	Unit Price	Total
No.	Quant.	Unit			

27	150	C.Y.	Structural Concrete, Headwall, Wingwall, Parapet, and Cut-Off Walls	\$ \$
28	108	C.Y.	Structural Concrete, Apron and Cut-Off Wall	\$ \$
29	60	L.F.	Remove Corrugated Steel Pipe	\$ \$
30	6,100	C.Y.	Rock Slope Protection (1 Ton, Method A) - Riprap Splash Pad (F)	\$ \$
31	16,000	C.Y.	Concreted-Rock Slope Protection (1/4 Ton, Method A) (F)	\$ \$
32	1,700	C.Y.	Concreted-Rock Slope Protection (1/4 Ton Method A) - Cut Off Wall (F)	\$ \$
33	12,000	C.Y.	Concreted-Rock Slope Protection (1/4 Torn, Method A) - Grade Control Structure (F)	\$ \$
34	5,600	C.Y.	Concreted-Rock Slope Protection (1) Ton, Method A) - Minor Concrete for SEor, T. H Concrete Penetration (F)	\$ \$
35	600	C.Y.	Concreted-Rock Slope Protectio (1/4 Ton, Method A) - Minor Concrete for Cut Off Wall, Full Concrete Pretetration (F)	\$ \$
36	4,200	C.Y.	Concreted-Rock Since Protection (1/4 Ton, Method A) - Minor Concrete for Grade Control Structure, Full Concrete Penetration (F)	\$ \$
37	1,920	L.F.	Terrorary Force (Type CL-6)	\$ \$
38	1,920	L.F.	empora γ Sight Block/Windscreen	\$ \$
39	3,770	L.F.	Charlenk Fence (Type CL-6) per SBCFCD Secial Drawings I and II	\$ \$
40	3	EA.	20 <sup>°</sup> Chain Link (Type CL-6) Double Drive Gate per Special Drawing I	\$ \$
41	1	EA.	26' Chain Link (Type CL-6) Double Drive Gate per Special Drawing I	\$ \$
42	1	EA.	4' Chain Link (Type CL-6) Walk Gate per SBCFCD Special Draeing I	\$ \$
43	1	EA.	30' Double Drive Pipe Gate per SBCFCD Standard Drawing SP 209	\$ \$
44	250	L.F.	Midwest Guardrail System (Wood Post and Block) with Round End Treatments and Minor Concrete Vegetation Control	\$ \$
45	115	L.F.	Cable Railing Protection Barrier with Steel Posts	\$ \$
46	165	C.Y.	Minor Concrete (Drivable Access Ramp)	\$ \$

# **PROJECT TOTAL: \$**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The District shall award the Contract for the Project to the lowest, responsive, responsible bidder as determined from the Base Bid alone by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item. Bid items with quantities noted (F) shall be considered as the final constructed quantity for payment purposes.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained, rounded to the next lower penny, shall be the unit price.

If this bid shall be accepted, the Contract shall be signed by the successful bidder and returned **within 10 working days**, and the Contract bonds, copy of incurnce policies, and Certificates of Insurance, with documents to verify any self-insurance coverage shall be provided **within 10 working days**, after the bidder has received and contract for execution. Should the undersigned fail to contract as aforesaid, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and, thereupon, this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same may be the property of the District.

P - 6

#### BIDDER

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Section 4100 et seq. The name, location of the place of business, contractor's license number, and the Department of Industrial Relations (DIR) registration number are required by State law. Note: Subcontractors must be licensed and registered with the DIR (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)) at the time of the bid opening.

\*\* Name, Business Location, Contractor's License Number and DIR Registration Number are required. (Make additional copies of this form if needed) <u>SUBCONTRACTORS LIST</u>

Name: _**	Fed. ID:	Item(s) #:	
Business Location: _**		% (s):	
Telephone: _()		Aprount: \$	
License #: **	Description of Work:		
DIR Registration #: **		$\mathcal{O}$	
Name: _**	Fed. ID:	Item(s) #:	
Business Location: _**		% (s):	
Telephone: _()		Amount: \$	
License #: **	Description of Work:		
DIR Registration #: **			
Name: <u>**</u>	Fed. ID:	Item(s) #:	
Business Location: **		% (s):	
Telephone: ()		Amount: \$	
License #: **	Description of Work:		
DIR Registration #: **			
Name: _**	Fed. ID:	Item(s) #:	
Business Location: _**		% (s):	
Telephone: ()		Amount: \$	
License #: **	Description of Work:		
DIR Registration #: **			

#### NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

Section 100.

#### Section 101. PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

#### Section 102. PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code section 10285.1, the bidder hereby declares under penalty of perjury that the bidder



been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, con biracy, or any other act in violation of any state or federal antitrust law in connection with the bioding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, chicer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a eneck mark after "has" or "has not" in one of the blank spaces provided.

The above Statements are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# NOTE: THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH THE PROPOSAL

#### PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes Yes If the answer is ves, explain the circumstances in the following space.

NOTE: The above Questionnaire is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

#### PUBLIC CONTRACT CODE

#### SECTIONS 9204, 20104, 20104.2, 20104.4, 20104.6 AND 20104.50 RESOLUTION OF CONSTRUCTION CLAIMS AND PROMPT PAYMENT

#### 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by high red mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a rublic works project.

(B) Payment by the public entity of money or dama restarising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the staimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public extinuor a public works project.

(3) (A) "Public entity means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcordation.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public untity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt on a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim pent by registered mail or certified mail, return receipt requested, the public entity manhave up to three days following the next duly publicly noticed meeting of the governing lody arer the 45-day period, or extension, expires to provide the claimant a written statement dentifying the disputed portion and the undisputed portion.

(D) Any payment due on a undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding

mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring orbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a craim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a newer tier subcontractor lacks legal standing to assert a claim against a public entity because prive of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as

applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

#### 20104.

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a neal agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to rescree any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" means "public works contract as defined in Section 1101 but does not include any work or improvement contracted or by he state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entities to,  $o_{0}(C)$  an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**20104.2** For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant way so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be toned from the time the claimant submits his or her written claim pursuant to subdivision (c) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**20104.4** The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the

submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.10) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1.41.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees on the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

#### 20104.6

(a) No local agency shall full to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

#### **ARTICLE 1.7**

#### 20104.50

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment wirme 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined no to be a proper payment request suitable for payment shall be returned to the contractor is soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the siven by return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

#### NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

#### (Public Contract Code Section 7106)

[name

The undersigned declares:

I am the	[title] of
of the bid	er], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly conditioned in the bid are true. The bidder has not, directly or indirectly conditioned in the bid are true thereof, or the contents thereof, or divide dinformation or data relative thereto, to any corporation, partnership, company, association arganization, bid depository, or to any member or agent thereof, to effectuate a calusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf or a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

[date], at	[city],[state	¥].
Print Name	Signature - REQUIRED	

NOTE: The above Noncollusion Declaration is part of the Bid, and failure to include the Noncollusion Declaration with the Bid <u>will result in</u> the Bid being found nonresponsive.

Bidders are reminded that this declaration must be signed under penalty of perjury.

If the bid proposal is submitted through ePro the undersigned acknowledges that its electronic signature is legally binding.

#### IRAN CONTRACTING ACT OF 2010 (Public Contract Code Sections 2200 et seq.)

In accordance with Public Contract Code section 2204 (a), the bidder certifies that at the time the bid is submitted or the contract is renewed, that bidder is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

NOTE: The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

> Bidders are cautioned that making a false certification may subject bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public contract Code section 2205.

Accompanying this proposal is \_\_\_\_\_

in the amount equal to at least ten percent of the total of the bid.

(Note: Insert the words "CASH (\$)," "CASHIER'S CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

The names of all persons interested in the foregoing proposal as principals are as follows:

<u>NOTICE:</u> If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of	of Contractors,
Licensed in accordance with an act providing for the registration c	of Contractors,
License No.: Expiration Date:	<u>\</u>
Dept. of Industrial Relations Reg No:Federa.Ndan	ti cation No.:
By my signature on this proposal I certify, under penalty of period California, that the foregoing questionnaire, affidant, and state Sections 7106, 10162, 10232 and 10285.1, the licent e number a correct and that the bidder has complied with the requirement Employment and Housing Commission Regulations, Chapter 5, Regulations).	y under the laws of the State of ments of Public Contract Code and expiration date are true and hts of Section 8103 of the Fair Title 2 of the California Code of
If the bid proposal is submitted through erro the undersigned a signature is legally binding.	acknowledges that its electronic
Print Name Signature - REQUIRED	<u>Title</u>
Date:	
Name of Bidder	
Business Address	
Place of Business	
Business Phone No Business Fax Place of Residence	x No

### **BID BOND**

#### KNOW ALL MEN BY THESE PRESENTS:

That we,	
	, as Principal, (hereinafter called the "Principal'
and	, as Surety, (hereinafter called "Surety'
an admitted Surety insurer pursuant to Code of Civil Procedure	e, Section 995.120, legally doing business in California at:
are held and firmly bound unto the <b>SAN BERNARDINO CO</b> called " <b>Obligee</b> "), in the sum of	DUNTY FLOOD CONTROL DIS FRICT, as Obligee, (hereinafte
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly and	e said Principal any the said Surety, bind ourselves, our heir severally firmly by these presents.
WHEREAS, the Principal has submitted a bid for:	$Q_{-}$
<b>PROJECT TITLE:</b> Desert Knolls Wash Pha <b>PROJECT LIMITS:</b> From Existing Transzo Confluence with the Mojave Rive (W.). N BID DATE:	se In Flood Control Improvement Project; dal Concrete Channel to just North of the no.: F01854
<b>NOW, THEREFORE</b> , if the Obligee share scept the bid of the Obligee in accordance with the terms of sale proposal and go documents with good and sufficient urrety for the faithful per and material furnished in the prosiculuan thereof, or in the ev give such bonds, if the Principal sharebay to the Obligee the obligee in said bid and such argen amount for which the Oblig work covered by said bid, then this obligation shall be null and	ne Principal and the Principal shall enter into a contract with the give such bonds as may be specified in the bidding or contra- formance of such contract and for the prompt payment of labor vent of the failure of the Principal to enter into such contract ar difference not to exceed the penalty hereof between the amoun ligee may in good faith contract with another party to perform the void, otherwise to remain in full force and effect.
Signed and sealed this	day of,, Year
Principal	Surety
Pur	Due
Signature	Signature, Attorney-in-Fact
Printed Name	Printed Name
Title	

The bidder shall complete the following information as required by the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Section 4100 et seq. **The name, location of the place of business, contractor's license number, and the Department of** 

No For Bill

**Contract Number** 

SAP Number



## SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

District Contract Representative Telephone Number

Andy Silao 909 387-7920

Contractor	
CSLB No.	
DIR Registration No.	
Contractor Representative	
Telephone Number	
Contract Term	
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

#### IT IS HEREBY AGREED AS FOLLOWS:

**ARTICLE I.** That for and in consideration or payment and agreements hereinafter mentioned to be made and performed by the District, and under the conditions expressed in the two bonds, hereunto annexed, the Contractor agrees with the District, at his own proper cost and expense to do all the work and to furnish all the materials necessary to construct and complete in a good, workmanlike and substitutial manner, this p=Project to the satisfaction of the Chief Flood Control Engineer in accordance with the following:

Plans entitled: Plans for construction on Desert Knolls Wash Phase III Flood Control Improvement Project From Existing Theoretical Concrete Channel to just North of the Confluence with the Mojave River; Area: Town of Apple Valley; W.O.: F01854; System No.: 4-201-1A.

California Department of Transportation (Caltrans) 2018 Standard Specifications, including the Caltrans 2018 Revised Standard Specifications (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions.

Caltrans Standard Plans dated 2018, including the 2018 Revised Standard Plans (Revisions through April 15, 2022), unless specified otherwise in these Special Provisions. Special Provisions entitled: Special Provisions for Construction on Desert Knolls Wash Phase III Flood Control Improvement Project From Existing Trapezoidal Concrete Channel to just North of the Confluence with the Mojave River; Length: 2,590 Feet; W.O.: F01854; Area: Town of Apple Valley; System No.: 4-201-1A.

**ARTICLE II.** Contractor agrees to receive and accept the following prices, as full compensation for furnishing all materials, and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the District and for all the risks of every description connected with the work; also for expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

	Project:	DESER	T KNOLL PHASE III FLOOD CONTROL IMPROVEMENT PROJECT	W.O.#:	F01854
	Limits:	From E. to ju	xisting Trapezoidal Concrete Channel st North of the Confluence with the Mojave River		
ltem No.	Approx. Quant.	Meas. Unit	Item Description	Unit Price	Total



**ARTICLE III.** District hereby promises and agrees with the Contractor to employ and does hereby employ the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and thereby contracts to pay the same at the time, in the manner and upon conditions above set forth, and the said parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV.** Contractor shall accept all payments from District via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other banking account. Contractor shall promptly comply with directions and accurately complete forms provided by District required to process EFT payments.

**ARTICLE V.** Contractor may, upon written request and at their expense, deposit substitute securities found in Government Code Section 16430 as authorized by the Public Contract Code Section 22300 in lieu of retention monies withheld to insure performance.

**ARTICLE VI.** It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the bid or proposal of Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. This Project is partially funded through the Environmental Protection Agency (EPA) Community Grants Program. As such, the Project, Contract, and successful bidder are subject to the federal terms and conditions, which are attached to the Contract as the Yellow Pages. If there is a conflict between the Notice to Bidders, Special Provisions, and the Yellow Pages, the Yellow Pages shall govern. The District, as lead agency under the California Environmental Quality Act (CEQA), prepared and certified Mitigated Negative Declaration for the Project in 2017. The Project may be particly funded through a community grant administered by U.S. Environmental Protection Agency (EPA). The National Environmental Policy Act (NEPA) requires federal agencies to assess the direct, indirect, and cumulative environmental effects of proposed federal actions or federally funded projects, and consider potential alternatives, prior to making that be cisions. As required by EPA's NEPA implementing regulations (40 CFR 6.100-6.406), EPA must complete the NEPA eview process before awarding a grant for design and/or construction to the District. The EPA is currently undertaking this review of the Project under NEPA and may require changes to, or mitigation measures, for the Project.

**ARTICLE VII**. During the term of the Contract, Contractor sha not discriminate against any employee or applicant for employment because of race, religious creed, color, national erigin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender gende identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California neir Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafted enacted. In addition, if this contract is funded, in whole or in part, with federal funds, Contractor shall also compy with Title VI of the Civil Rights Act of 1964.

**ARTICLE VIII.** By my signature hereunder, as contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employed to be usured against liability for Workers 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.]

**ARTICLE IX.** By my signature hereu der, as Contractor, I certify that I am aware of the provisions and requirements of Sections 1777.5 and 1777.7 on the Labor Code relating to apprenticeship standards; and that I accept responsibility for compliance with the provisions of Section 1777.5 for all apprenticeable occupations pertaining to performance of work under this contract.

**ARTICLE X.** By my signature hereunder, as Contractor, I agree that District has the right to review, obtain and copy all records pertaining to performance of the contract. I agree to provide District with any relevant information requested and shall permit District access to company's premises upon reasonable notice for purposes on interviewing employees and inspecting records. I shall maintain all project records for at least three (3) years after final payment under the contract.

**ARTICLE XI.** Contractor shall comply with the Prevailing Wage Laws described in the attached document entitled, "Prevailing Wage Requirements", incorporated herein by reference, including but not limited to the following Senate Bill 854 (signed into law on June 20, 2014) including, but not limited to, the following requirements: (1) no contractor or subcontractor may be listed on a bid proposal 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 requirement for bid purposes only under Labor Code section 1771.1(a)); (2) no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Compliance monitoring and enforcement by the Department of Industrial Relations; (4) Contractor shall post job site notices regarding compliance monitoring and enforcement by the Department of Industrial Relations; and (5) Contractor must submit certified payroll at least monthly to the Labor Commissioner in a format prescribed by the Labor Commissioner. Attention is directed to the prevailing wage requirements in the Special

Provisions. The Contractor and subcontractors shall pay not less than the federal minimum wages or the general prevailing wage rates. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The District 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.

As required by Labor Code section 1771.1(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."

			$\mathbf{O}$
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		Print or typ	name of corporation, company, contractor, etc.)
►		BV	
Dawn Rowe, Chair, Board of Supervisor	s		(Authorized signature - sign in blue ink)
Dated: SIGNED AND CERTIFIED THAT A COP	PY OF THIS	Name	(Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED T CHAIRMAN OF THE BOARD	О ТНЕ	Title	
Lynna Monell, Clerk of t	he Board		(Print or Type)
By		Dated:	
$\sim$	•	Address	
Approved as to Legal Form	Reviewed for Contract Com	pliance	Reviewed/Approved by District
Sophie A. Curtis, Deputy County Counsel	Andy Silao, P.E., Chief		Brendon Biggs, Chief Flood Control Engineer
Date	Date		Date

- A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:
  - 1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the District has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the District, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

#### 2. Payment of Prevailing Rates

Each worker of the **Contractor**, or any subcontractor ongated in the Scope of Work, shall be paid not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the **Contractor** or any subcontractor, and such worker.

#### 3. Prevailing Rate Penalty

The **Contractor** shall, as a penalty, forfeit two kendred dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIF for such work or craft in which such worker is employed by the Contractor or by any subcentractor in connection with the Scope of Work. Pursuant to California Labor Code section 1.75 the onerence between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

#### 4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a lift of **Centractors** ineligible to perform work as a contractor or subcontractor on a public work periect. This list of debarred contractors is available from the DIR website at http://www.dir.ea.go.v/Public-Works/PublicWorks.html. Any contract entered into between a contractor and a departed subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The **Contractor** shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

#### 5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the **Contractor** and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the **Contractor** or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records

shall be available for inspection at all reasonable hours at the principal office of the **Contractor** on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the District or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the **Contractor**, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the **Contractor**;
- iv. The **Contractor** shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- v. Copies provided to the public, by the District or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the **Contractor** or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The **Contractor** shakinform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The **Contractor** shall have ten (10) lave from receipt of the written notice specifying in what respects the **Contractor** must couply with the above requirements. In the event **Contractor** does not comply with the equirements of this section within the ten (10) day period, the **Contractor** shall, as a penaltr to the District, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereon for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the **Contractor**.

#### 6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the **Contractor** or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of **Contractor** or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

#### 7. Penalty for Excess Hours:

The **Contractor** shall pay to the District a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the **Contractor** or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the **Contractor** is not less than one and one-half ( $1\frac{1}{2}$ ) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. **Contractor** shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
  - i. 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 DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code section 1771.1(a).
  - ii. 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 DIR pursuant to Labor Code section 1725.5.
  - iii. This project is subject to compliance monitoring and enforcement by the DIR.
  - iv. As required by the DIR, **Contractor** is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
  - v. **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 District 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 format prescribed by the Labor Commissioner.
  - vi. Registration with the DIR and the short ssion 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, 'lemolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

#### b. 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 be 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 earlie. If a contractor is found to be in violation of the requirements of this paragraph, the period of acqualification 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 percendable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this station 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 explication 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 period. 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."

c.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 a schapter, unless currently registered and qualified to perform public work pursuant to Section 725.5. 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 10.64 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 par be accepted nor any contract or subcontract entered into without proof of the contracte or subcontractor's current registration to perform public work pursuant to Section 1725.

(c) An inadvertent error in listing a suscentractor who is not registered pursuant to Section 1725.5 in a bid proposal shall no 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 seesed 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 povisions 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 pection 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 1.70), 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 one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(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.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(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 a posite in the State Public Works Enforcement Fund established by Section 1771.3 and han 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."

d. Labor Code section 1771.4 states the ollowing:

"a) All of the following are applicable to an 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."

#### **B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS**

#### 1. State Public Works Apprenticeship Requirements:

- a. The **Contractor** is responsible for compliance with labor Sode section 1777.5 and the California Code of Regulations, title 8, sections 230 230.2 for all apprenticeable occupations (denoted with "#" symbol next to craft name in DIR Prevailing wage Determination), whether employed by the **Contractor**, subcontractor, wander on consultant. Included in these requirements is (1) the **Contractor**'s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each live journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices order the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreement under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope o Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which storn apprentice is training.

# 2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
  - i. Although there are a few exemptions (identified below), all **Contractor**s, regardless of union affiliation, must submit contract award information when performing on a California public works project.
  - ii. The DAS-140 is a notification "announcement" of the **Contractor**'s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
  - iii. **Contractors** shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the **Contractor** has workers employed on the public work.
  - iv. **Contractors** who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
  - v. **Contractors** who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the

apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see

http://www.dir.ca.gov/Databases/das/pwaddrstart.asp.

- b. Employ Registered Apprentices
  - i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the **Contractor**'s completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - ii. All **Contractors** who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
  - iii. **Contractors** may use the "DAS-142" form for making a request for the dispatch of an apprentice.
  - iv. **Contractors** who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
  - v. **Contractor** should maintain and submit proci (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A **Contractor** has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in he project area.
  - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the surjetvision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

#### c.Make Training Fund Contributions

- i. **Contractors** performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- ii. **Contractors** may use the "CAC-2" form for submittal of their training fund contributions.
- iii. **Contractors** who do not submit their training fund contributions to an approved apprentices to training program must submit their contributions to the California Apprentices to Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The "training" contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

#### 3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors <u>do not</u> need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
  - i. When the **Contractor** holds a sole proprietor license ("Owner-Operator") and no workers were employed by the **Contractor**. In other words, the contractor performed the entire work from start to finish and worked alone.
  - ii. **Contractors** performing in non-apprenticeable crafts. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
  - iii. When the **Contractor** has a direct contract with the Public Agency that is under \$30,000.

- iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

#### 4. Exemption from Apprenticeship Rations:

a. 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 Section when it finds that any one of the following conditions are met:

- i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- iii. 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
- iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeoparaze such apprentice's life or the life, safety or property of fellow employees or the public charge, or if the specific task to which the apprentice is to be assigned is of such a nature training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to 1 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.

#### 5. Contractor's Compliance

a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the **Contractor**. All decisions of the Joint Apprenticeship Committee(s) under this section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.
#### APPENDIX A

#### SUBSURFACE EXPLORATION

Our subsurface exploration consisted of a surface reconnaissance and drilling seven hollow-stem-auger borings at locations depicted on Plate 1, *Geotechnical Map* (in pocket). Prior to our subsurface exploration, we marked proposed boring locations for use by Underground Service Alert (USA) to identify buried utilities at these locations.

Our subsurface exploration consisted of drilling, sampling and logging seven hollow-stemauger (HSA) borings with a truck-mounted drill rig to a maximum depth of 21½ feet. While drilling, encountered earth materials were logged and sampled by a staff geologist and reviewed in our geotechnical laboratory. Soils were described in accordance with the Unified Soil Classification System (ASTM D2488). Relatively undisturbed ring samples were obtained from these borings at 5-foot depth intervals. Representative bulk samples of excavated soils were also obtained. These soil samples vere transported to our inhouse geotechnical laboratory for evaluation and appropriate testing. After augers were screwed-out, any remaining pen shafts were loosely backfilled with excavated earth materials the same day. Boring logs are included in this appendix.

Our attached logs and related information depict subsurface conditions only at the locations indicated and at the particular date designated on these logs. Subsurface conditions at other locations may differ from conditions occurring at these locations. Passage of time may result in altered subsurface conditions due to environmental changes. In addition, any subtification lines on logs represent an approximate boundary between soil types and cansitions may be gradual.

Project No. Project			12340 San E	).008 Bernardin	o Coun	ity, Flo	od; De	Date Drilled	3-15-21 ECB				
Drilling Co.			2R Dr	illing				Hole Diameter	8"				
Drill	ing we	ethod -	Autoh	ammer -	- Hollov	v Sterr	n Auge	Ground Elevation	2742'				
Loc	ation		See F	igure 2 -	Boring	Locat	ion Ma	р	Sampled By	ECB			
Elevation Feet	Depth Feet	z Graphic در	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	<b>SOIL DESCRIPTION</b> This Soil Description applies only to a location of the exploratio time of sampling. Subsurface conditions may differ at other lo and may change with time. The description is a simplification actual conditions encountered. Transitions between soil types gradual.	on at the ocations of the s may be	Type of Tests		
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2735-	5			R2	6 9 12	107	9	SM	@5' SILTY SAND (SM): broke, slightly project, medium dense, fines (field estimate) fine said, trace coarse sand.	, 15%			
	_			R3	13 24 40	116	2	ML	@7.5' SANDY SILT (Mb, brown, dry, very dense, 10% fine sa estimate) conplastic.	and (field			
2730-	10— — —			R4	20 38 50	118	4	SM	© CONTENT SAND with GRAVEL (SM): light brown, slightly m dense 20% fines (field estimate), fine to medium sand, 5% subrounded gravel (field estimate).	noist, very ⁄6 fine			
2725-	 15 			R5	9 17 18	11		SW	@15' SAND with GRAVEL (SW): light brown, dense, well-grassmall amount of fines, 10% fine subangular gravel (field es iron-stained sand layer near top of sample.	ded sand, stimate),			
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	_  25—			-	-				TOTAL DEPTH = 21.5 FEET GROUNDWATER ENCOUNTERED DURING DRILLING AT 2 STABILIZED GROUNDWATER LEVEL (5 MINUTES AFTER DRILLING) AT 18 FEET BACKFILLED WITH CUTTINGS 03/15/2021	20 FEET			
2715-	-			-									
SAMPLE TYPES: TYPE OF TESTS:													
B C G R S T	BULK S CORE S GRAB S RING S SPLIT S TUBE S	AMPLE SAMPLE SAMPLE AMPLE SPOON SA SAMPLE	MPLE	TYPE OF TESTS: -200 % FINES PASSING DS DIRECT SHEAR SA SIEVE ANALYSIS AL ATTERBERG LIMITS EI EXPANSION INDEX SE SAND EQUIVALENT CN CONSOLIDATION H HYDROMETER SG SPECIFIC GRAVITY CO COLLAPSE MD MAXIMUM DENSITY UC UNCONFINED COMPRESSIVE STRENGTH PLE CR CORROSION PP POCKET PENETROMETER CU LUNDRAINED TELAYIAL BY R VALUE									



Project No. Project			12340 San B	).008 Sernardin	 o Coun	ty, Flo	od; De	esert K	Date Drilled	3-15-21 ECB		
Drill	Drilling Co.			illing				Hole Diameter	8"			
Drilling Method			Autoh	ammer -	- Hollov	v Sterr	n Auge	Ground Elevation	2745'			
Loc	ation	-	See F	igure 2 -	Boring	Locat	ion Ma	ар	Sampled By	ECB		
Elevation Feet	Depth Feet	z Graphic v	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	<b>SOIL DESCRIPTION</b> This Soil Description applies only to a location of the explorat time of sampling. Subsurface conditions may differ at other is and may change with time. The description is a simplification actual conditions encountered. Transitions between soil type gradual.	tion at the locations n of the es may be	Type of Tests	
2745-	0								@SURFACE: SAND and GRAVEL QUATERNARY ALLUVIUM (Qa)			
	_			R1	6 9 10	114	1	SM	@2.5' SILTY SAND with GRAVEL (SM): light yellowish brow medium dense, 13% fines, well-areded sand, 5% fine sub gravel (field estimate).	/n, dry, prounded	SA	
2740-	5 			B1 R2	6 8 10	125	1	SW	@5' SAND with GRAVEL (S.1): light yellowish brown, dry, m dense, 5% fines (field estimate), war-graded sand, 5% fin subrounded graver (field estimate).	nedium ne		
2735-	-		R3 8 117 12 SM @7.5' 15 16 dia					SM	@7.5' SILTY SAND (Sive brown, slightly moist, medium der fines (field estimate), fine sand, trace fine gravel up to ¼ diameter.	(Sive brown, slightly moist, medium dense, 20% ate), fixe sand, trace fine gravel up to ¼-inch		
2155	-			R4	11 17 18	118	2	SW	Or Construction of the second sec	oist, e gravel		
2730- _				R5	10 18 26	11		sw	@15' SAND (SW): orangish brown, moist, dense, small amo fines, fine to medium sand.	ount of		
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2720-	 25 			-	-				TOTAL DEPTH = 21.5 FEET GROUNDWATER ENCOUNTERED AT 20 FEET FINAL GROUNDWATER READING (5 MINUTES) AT 17.5 BACKFILLED WITH CUTTINGS 03/15/2021	FEET		
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2'13-30   TYPES:   TYPE OF TESTS:     B   BULK SAMPLE   -200 % FINES PASSING   DS   DIRECT SHEAR   SA   SIEVE ANALYSIS     C   CORE SAMPLE   AL   ATTERBERG LIMITS   EI   EXPANSION INDEX   SE   SAND EQUIVALENT     G   GRAB SAMPLE   CN   CONSOLIDATION   H   HYDROMETER   SG   SPECIFIC GRAVITY     R   RING SAMPLE   CO   COLLAPSE   MD   MAXIMUM DENSITY   UC   UNCONFINED COMPRESSIVE STRENGTH     S   SPLIT SPOON SAMPLE   CR   CORROSION   PP   POCKET PENETROMETER     T   TUBE SAMPLE   CU   UNDRAINED TRIAXIAL   RV   R VALUE										Ż		

and the second								
Proi: 12340.008	Eng/Geol: TCB/SGO		Figure A-2					
Scale: NTS Date: May 2021   Reference: Production of the state of		BORING LB-2 GROUND SURFACE PHOTO County of San Bernardino Department of Public Works Desert Knolls Wash Channel, Phase III Apple Valley, San Bernardino County, California						

Project No.			12340	0.008				Date Drilled	3-15-21	5-21				
Project Drilling Co.			San B	Bernardin	o Coun	ty, Flo	od; De	nolls Wash - Phase III Logged By	ECB					
			2R Dr	illing				Hole Diameter	8"					
Drill	ling Me	ethod -	Autoh	ammer	- Hollov	v Sterr	n Auge	Ground Elevation	2746'					
Loc	ation		See F	igure 2 -	Boring	Locat	ion Ma	ар	Sampled By	ECB				
Elevation Feet	Depth Feet	z Graphic v	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	<b>SOIL DESCRIPTION</b> This Soil Description applies only to a location of the exploration time of sampling. Subsurface conditions may differ at other loc and may change with time. The description is a simplification actual conditions encountered. Transitions between soil types gradual.	pration at the ler locations ation of the ypes may be				
2745-	0				_				@SURFACE: SAND and GRAVEL QUATERNARY ALLUVIUM (Qa)					
	_			R1	4 6 6	107	2	SM	@2.5' SILTY SAND (SM): brown, dry, loose, 30% fines (field fine sand, trace gravel, rootlets.	estimate),				
2740-	5			R2	4 7 12	113	2	SW	@5' SAND with GRAVEL (S. 1): light brown, slightly moist, modense, small amount of fine, wen araded sand, 5% fines subangular gravely relocestimate).	edium				
	_	· · · · · · · · · · · · · · · · · · ·		R3	7 7 7	111	3	SW	@7.5' SAND with GRAVEL (5.W): light brown, slightly moist, dense, small amount or mes, well-graded sand, 5% fines subarticular ravel (field estimate).	medium				
2735-	10— — —			R4	7 12 16	113	3	sw	© COMNE (SW): brown, slightly moist, medium dense, 5% (field extinute), fine sand, trace fine gravel.	fines				
2730-	 15 			R5	13 19 32	11		SW	@15' GRAVELLY SAND (SW): brown, dry, dense, small amo fines, coarse sand.	SW): brown, dry, dense, small amount of				
<u> </u>	 20 			S1	9 0 12		5	SW	@20' GRAVELLY SAND (SW): brown, saturated, dense, sma of fines, coarse sand.	ELLY SAND (SW): brown, saturated, dense, small amount coarse sand.				
2720-	 25 			-					TOTAL DEPTH = 21.5 FEET GROUNDWATER ENCOUNTERED DURING DRILLING AT STABILIZED GROUNDWATER LEVEL (5 MINUTES AFTER DRILLING) AT 20 FEET BACKFILLED WITH CUTTINGS 03/15/2021	20 FEET				
30   30 <td< th=""><th>Ż</th></td<>										Ż				

Proj: 12340.008 Scale: NTS Reference:	Eng/Geol: TCB/SGO Date: May 2021	BORING LB-3 GROUND SURFACE PHOTO County of San Bernardino Department of Public Works Desert Knolls Wash Channel, Phase III Apple Valley, San Bernardino County, California							

Project No. Project Drilling Co.			12340	0.008					Date Drilled	3-15-21	
			San B	ernarding	o Coun	ty, Flo	od; De	nolls Wash - Phase III Logged By	ECB		
			2R Dr	illing				Hole Diameter	8"		
Drill	ing Me	ethod	Autoh	ammer -	Hollov	v Stem	n Auge	Ground Elevation	2753'		
Loc	ation	_	See F	igure 2 -	Boring	Locati	ion Ma	р	Sampled By	ECB	
Elevation Feet	Depth Feet	z Graphic v Log	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	<b>SOIL DESCRIPTION</b> This Soil Description applies only to a location of the expl time of sampling. Subsurface conditions may differ at oth and may change with time. The description is a simplific actual conditions encountered. Transitions between soil gradual.	pration at the er locations ation of the ypes may be	Type of Tests
	0 			B1	-				@SURFACE: SAND and GRAVEL QUATERNARY ALLUVIUM (Qa)		
2750-	-			R1	10 14 12	114	3	SW	@2.5' SAND with SILT and GRAVEL (SW-SM): light bro medium dense, 10% fines, well-areded sand, 10% fin gravel (field estimate).	wn, dry, e to coarse	SA
	5 -			R2	6 6 9	107	4	SW	@5' SAND with GRAVEL (S.W: brown, arghtly moist, me small amount of fines well-y adeo wind, 20% fine to (field estimate) unito 2- ich diameter.	edium dense, coarse gravel	
2745-	-			R3	6 8 11	103	3	SW	@7.5' SAND (SW): oran ish grown, moist, medium dens (field estimate), fine saw, trace fine gravel.	e, 5% fines	
2740-	10 - -			R4	13 35 42	132	4	SW	Or an Davith GRAVEL (SW): brown, slightly moist, d fines yield stimate), well-graded sand, 5% to 7% fine gravel yield estimate).	ense, 5% subangular	
		+ + + + + + + + + +		S1	50/1"			IGN	@14' AUGER GRINDING AND BOUNCING ON BEDRO QUARTZ MONZONITE (qm) @15' BEDROCK: gray and white, dry, slightly weathered @15' DEFLICULT DRIVLING: REFUSAL	ск	. – _
2735-	- - 20							*	TOTAL DEPTH = 16 FEET NO GROUNDWATER ENCOUNTERED DURING DRILL BACKFILLED WITH CUTTINGS 03/15/2021	NG	
2730-	- - 25										
2725-	 			-	-						
SAMI B C G R S T	PLE TYF BULK S CORE GRAB RING S SPLIT TUBE S	PES: SAMPLE SAMPLE SAMPLE SAMPLE SPOON SA SAMPLE	MPLE	TYPE OF TE -200 % FI AL ATT CN CON CO COL CR COF CU UNE	ESTS: INES PAS ERBERG ISOLIDA ILAPSE ROSION DRAINED	SSING LIMITS TION TRIAXIA	DS EI H MD PP L RV	DIRECT EXPAN HYDRO MAXIM POCKE R VALL	SHEAR SA SIEVE ANALYSIS SION INDEX SE SAND EQUIVALENT METER SG SPECIFIC GRAVITY UM DENSITY UC UNCONFINED COMPRESSIVE STRE T PENETROMETER JE	NGTH	Ż



Project No. Project Drilling Co.			12340	).008		4. <b>F</b> I.	a di Da		Date	Drilled	3-15-21				
			San e			ity, Fio	00; De	esentiki	loiis wash - Phase III Log	Logged by					
				illing	Laller										
Lee		-	Auton		- HOIIOV	v Sterr	i Auge	Grou		2764					
LOC	alion	-	Seer	igure z		Local		San	ріец Бу	<u>ECB</u>					
Elevation Feet	Depth Feet	z Graphic « Log	Attitudes	Sample No.	Blows Per 6 Inches	Dry Density pcf	Moisture Content, %	Soil Class. (U.S.C.S.)	SOIL DESCR This Soil Description applies only to a loc time of sampling. Subsurface conditions and may change with time. The descript actual conditions encountered. Transition gradual.	IPTION ation of the explore may differ at other ion is a simplification is between soil typ	ation at the r locations on of the bes may be	Type of Tests			
	U— —								@SURFACE: SAND and GRAVEL QUATERNARY ALLUVIUM (Qa)						
2760-	_			R1	7 9 15	123	5	SW	@2.5' SAND with GRAVEL (SW): orang medium dense, 5% fines (field estimation fine gravel (field estimate).	ish brown, slightly te), fine to medium	moist, ı sand, 5%				
	5			R2	40 50/4"	119	4	SW	@5' SAND with GRAVEL (Sty): or angls dense, fine to medium sand, 5% to a	orown, slightly mo % fines (field estir	oist, very nate).				
2755-	2755- 			R3	37 50/5"	117	4	SW	@7.5' SAND with GRAVEL (GW): light b dense, 19% fines (field estimate), fine subrounded gravel (field estimate).	RAN L (5W): light brown, slightly moist, very ; (field stimate), fine to medium sand, 5% fine el (field estimate).					
	10— — —			R4	26 50/6"	116	3	SW-SM	@ co-ANDavith SILT(SW-SM): light bro fines yield stimate), fine sand, <5% estima.).	own, dry, very dens fine subrounded gr	se, 10% ravel (field				
2750-	 15			R5	32 50/6"	12		sw	@15' SAND with GRAVEL (SW): orange dense, 5% fines (field estimate), fine	e brown, slightly mo to medium sand, 5	bist, very % fine				
2745-		· · · · · · · · · · · · · · · · · · ·							QUARTZ MONZONITE (qm) @17' AUGER GRINDING ON BEDROC	к					
	20—	+ +		S1	X 0/6"		4	IGN	_@20' BEDROCK: highly weathered but v	ery dense		_			
2740-	  25								TOTAL DEPTH = 20.5 FEET NO GROUNDWATER ENCOUNTERED BACKFILLED WITH CUTTINGS 03/15/2	DURING DRILLIN 2021	G				
2735- SAMI		PES:		TYPE OF											
B   BULK SAMPLE   -200 % FINES PASSING   DS   DIRECT SHEAR   SA   SIEVE ANALYSIS     C   CORE SAMPLE   AL   ATTERBERG LIMITS   EI   EXPANSION INDEX   SE   SAND EQUIVALENT     G   GRAB SAMPLE   CN   CONSOLIDATION   H   HYDROMETER   SG   SPECIFIC GRAVITY     R   RING SAMPLE   CO   COLLAPSE   MD   MAXIMUM DENSITY   UC   UNCONFINED COMPRESSIVE STRENGTH     S   SPLIT SPOON SAMPLE   CR   CORROSION   PP   POCKET PENETROMETER     T   TUBE SAMPLE   CU   UNDRAINED TRIAXIAL   RV   R VALUE									R C						