

If the Contractor has not completed all items enumerated above within thirty (30) calendar days after the determination of Substantial Completion, the County shall have the right to demand completion or correction of the items within a 48-hour period. If the Contractor does not commence the requested Work within the 48-hour period or provide County with written notice of a legitimate reason why Contractor is not able to commence the Work within the 48-hour period, the County shall have the unilateral right to complete the Work and deduct the cost of completion of the Work from any money held pending Final Completion.

9.7 Partial Occupancy or Use

9.7.1 County's Rights and Allocation of Responsibility. The County may occupy or use any completed or partially completed portion of the Work at any stage provided such occupancy or use is consented to by the insurer providing builder's risk property insurance to the Project and is not prohibited by the applicable legal requirements. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have agreed in writing as to the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to County and County's Project Manager as provided under Subparagraph 9.7.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the County and Contractor.

9.7.2 Joint Inspection. Immediately prior to such partial occupancy or use, the County, Contractor and County's Project Manager shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.7.3 No Acceptance. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.7.4 Conditions. The Contractor agrees to County's use and partial occupancy of a portion or unit of the Project before formal acceptance by the County under the following conditions:

- (1) Occupancy by the County shall not be construed by the Contractor as being an acceptance by County of that part of the Project to be occupied;
- (2) Contractor shall not be held responsible for any damage to the occupied part of the Project resulting solely from the County's occupancy;

- (3) Occupancy by the County shall not be deemed to constitute a waiver of existing claims on behalf of the County or Contractor against each other;
- (4) If the Project consists of more than one building, and one of the buildings is to be occupied, the County, prior to occupancy of the building, shall secure permanent property insurance on the building to be occupied and any necessary partial occupancy permits from the governmental agencies in jurisdiction. Final approval and occupancy permits from agencies in jurisdiction are still the responsibility of the Contractor, which may be required for use and occupancy;
- (5) Contractor shall make available in the areas occupied, on a 24-hour day and seven-day week basis if required, any utility services, heating, and cooling as are in condition to be put in operation at the time of early occupancy. All responsibility for the operation and maintenance of said equipment shall remain with the Contractor while it is so operated. However, an itemized list of each piece of equipment so operated, with the date operation commences, shall be made and certified by the County's Project Manager. This list shall be the basis for the commencement of guarantee periods on the equipment being operated for the benefit of the County's early occupancy. The County shall pay for all utility costs and operational expenses which arise out of the occupancy by the County during construction;
- (6) County's use and partial occupancy prior to Project acceptance does not relieve the Contractor of his responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is complete and the Notice of Completion is recorded by the County; and
- (7) If time and/or costs are impacted by County's partial occupancy or use, Contractor may submit a Claim for such financial and/or Schedule impact in accordance with Article 4.

9.8 Final Completion and Final Payment

9.8.1 Inspection. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a Final Application for Payment, the County's Project Manager will promptly make such inspection and, when the County finds the Work acceptable under the Contract Documents and the Contract fully performed, the County's Project Manager will promptly issue a final authorization for payment stating that to the best of the County's Project Manager's knowledge, information and belief, and on the basis of the County's Project Manager's on-site visits and inspections, the Work has been fully and satisfactorily completed in strict compliance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final authorization for payment is due and payable. The County's Project Manager's final authorization for payment will constitute a further representation that conditions listed in Subparagraph 9.8.2 as precedent to the

Contractor's being entitled to Final Payment have been fulfilled. Warranties required by the Contract Documents shall commence on the date of Final Completion of all Work.

9.8.2 Documentation. In addition to the requirements for Final Payment set forth in the other Contract Documents, the Final Payment shall not become due until (i) Contractor has fully performed the Contract, including all Punch List work; (ii) a Final Certificate of Occupancy (or equivalent inspection sign-off) has been issued (unless failure to issue is due to circumstances beyond the control of Contractor); (iii) sixty (60) calendar days have elapsed since County's recordation of a Notice of Completion; and (iii) Contractor has submitted to the County:

- (1) A full, complete and proper Final Application for Payment;
- (2) A current Sworn Statement from the Contractor setting forth all Subcontractors and material suppliers with whom Contractor has subcontracted; the amount of each subcontract; the amount requested for each Subcontractor and supplier in the payment application; the balance remaining on the subcontract; and that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied;
- (3) A current Sworn Statement from each Subcontractor setting forth all Sub-subcontractors and material suppliers with whom Subcontractor has subcontracted; the amount of each sub-subcontract; the amount requested for each Sub-subcontractor and supplier in the payment application; the balance remaining on the subcontract; and that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or the County's property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied;
- (4) Completed and executed forms of conditional waiver and release of rights upon final payment in accordance with California Civil Code Section 8136 from Contractor and all persons eligible to record mechanics' liens and file stop notices in connection with the Work, covering the final payment period;
- (5) Completed and executed forms of unconditional waiver and release of rights upon progress payment in accordance with California Civil Code Section 8134 from Contractor and all persons eligible to record mechanics' liens and file stop notices in connection with the Work, covering the previous payment period;
- (6) Completed and executed affidavits from Contractor and Subcontractors, attaching certificates and endorsements evidencing that insurance required by the Contract Documents to remain in force after Final

Payment, if any, is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County;

- (7) A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (8) Consent of surety(ies) to Final Payment;
- (9) Contractor's written assurance that identified corrective work not complete and accepted will be completed by a stated date agreeable to County;
- (10) The required Record Documents and As-Built Construction Documents including, but not limited to, shop drawings and other submittals;
- (11) Reasonable proof that taxes, fees and similar obligations of Contractor have been paid;
- (12) A certificate in form and substance acceptable to County and signed by the County's Project Manager certifying that, to the best of its knowledge, the Work has been completed in accordance with the Contract Documents, all Applicable Laws and restrictions; that the Work, as completed, complies in all material respects with all applicable zoning, environmental, building, and land use laws which apply to the Project; that to the knowledge of the County's Project Manager, no governmental entity has issued any notice of violation or nonconformity in connection with the improvements; that direct connection has been made to all abutting gas, sewer, telephone, and electrical facilities necessary for occupancy and use of the Project; and that the Project is ready for occupancy/use;
- (13) Reserved;
- (14) All warranties from vendors and Subcontractors, maintenance manuals, instructions and related agreements, equipment certifications and similar documents, and maintenance and operating instructions, which shall include:
 - (a) Schematic piping and wiring diagrams;
 - (b) Valve charts and schedules;
 - (c) Electrical panel schedules complete and posted in panels;
 - (d) Lubrication charts and schedules;
 - (e) Guides for troubleshooting;

- (f) Pertinent diagrams of equipment with main parts designated for identification;
 - (g) Manufacturer's data and capacity data on all equipment;
 - (h) Operating and maintenance instructions for all items of equipment and all control systems;
 - (i) Manufacturer's parts list; and
 - (j) Testing procedures for operating tests;
- (15) Tools, spare parts and required extra materials (i.e., attic stock), and similar items;
- (16) Keys and proof of the final change-over of locks. In addition, Contractor must advise the County's personnel of the change-over in security provisions;
- (17) Written start-up testing performance reports of all systems after completion of start-up testing, and complete instruction of the County's operating and maintenance personnel;
- (18) Proof of adherence to final cleaning requirements of the Contract Documents; and
- (19) Proof of touch up and other repairs and restoration of all marred and exposed finishes.

9.8.3 Release of Stop Notices. If a Subcontractor or supplier refuses to furnish a release or waiver required by County or files a stop notice, the Contractor shall furnish a bond satisfactory to the County to release the stop notice and indemnify the County against such stop notice and County shall enforce its right under Subparagraph 9.4.3 herein.

9.8.4 Delay Not Caused by Contractor. If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion, the County shall, upon application by the Contractor and certification by the County, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted provided, however, that the retainage amount held following such payment shall be equal to 150% of the estimated cost of completing the Work as determined by the County. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County prior to certification of such payment. Such payment shall be made under terms and conditions governing Final Payment.

9.8.5 Contractor's Acceptance of Final Payment. Acceptance of Final Payment by the Contractor, a Subcontractor, or material supplier shall constitute a waiver of any and all Claims by that payee, of whatsoever nature, character or kind, except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment.

9.8.6 County's Final Payment. The making of Final Payment shall not constitute a waiver of Claims by the County arising from:

- (1) Unsettled stop notices;
- (2) Faulty or defective work appearing after Substantial Completion of the Work;
- (3) Failure of the Work to comply with the requirements of the Contract Documents;
- (4) Terms of any special warranties required by the Contract Documents; or
- (5) Any other Claim unless specifically waived by the County in writing.

10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

The Contractor is responsible for establishing, maintaining, and supervising the necessary safety precautions needed to permit the performance of the Work without endangering public safety and property. A Site Specific Safety Program and the Contractor's Safety Policy must be prepared and submitted for the County's review and comments. Contractor shall comply with the review comments of County. The Site Specific Safety Program shall include the following:

- (1) The identity of outside safety consultant or Contractor's safety officer and on-site safety officer;
- (2) The schedule for the Contractor's safety inspections;
- (3) The type and frequency of training conducted for Contractor's personnel including tailgate meeting, lifting training, emergency procedure, etc.;
- (4) Information on the types of heavy equipment to be used and the necessary precaution to be taken if there is an accident;
- (5) A copy of the Contractor's Hazardous Communications Program;
- (6) A list of any possible fire hazards and the firefighting equipment for the particular Site;

- (7) A detailed description of hazardous or unusual procedures necessary for the particular Site;
- (8) Information on any material impact of the construction on the surrounding area including traffic flow, parking, street closure, utility shutoffs, and pedestrian crossing;
- (9) Placement, quantity and type of safety warning lights, signs or other devices during construction;
- (10) Written procedures in the event of an injury, fire, hazardous material experience, or other emergency during construction; and
- (11) Description of the location and enclosure of the approved staging area.

Contractor shall also comply with any safety requirements required by insurers providing coverage for the Project. Notwithstanding the foregoing, Contractor specifically assumes all risk of damages or injury to any persons or property, wherever located, resulting from any action or operation of the Contractor or Contractor's Subcontractors or Sub-subcontractors under the Contract Documents or in connection with the Work.

10.2 Safety of Persons and Property

10.2.1 Contractor's Responsibility for Damage or Loss. Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the Work caused by Force Majeure events, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the Work, or because the nature of the ground in or on which the Work is done is different from what is assumed. The Contractor shall bear the risk for any County equipment, material, or supplies with which Contractor has been entrusted and shall bear responsibility for all bodily injuries to persons, including accidental death, which may be caused by Contractor's performance of the Work.

10.2.2 Contractor's Remedy for Damage or Loss. The Contractor shall promptly remedy all damage or loss to any property referred to in this Article arising, in whole or in part, from the Work performed by the Contractor or by any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and for which the Contractor is responsible, except damage or loss attributable to the acts or omission of the County, or anyone directly or indirectly employed by the County, or by anyone for who the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's indemnification obligations under Paragraph 3.18 herein.

10.2.3 Precautions and Protection. The Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

- (1) Employees on the Site and other persons who may be affected thereby;
- (2) The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- (3) Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.4 Notice and Compliance with Applicable Law. The Contractor shall give notices and comply with Applicable Laws bearing on safety of persons or property or their protection from damage, injury or loss. Contractor shall comply with all laws and regulations, including the California Labor Code and with all California Occupational Safety and Health Act ("OSHA"), Environmental Protection Agency, and South Coast Air Quality Management District and Mojave Desert Air Quality Management District regulations, concerning safety requirements and protection of workers including, but not limited to, those regulations concerning scaffolding, bracing, shoring, trench excavating and removal, and handling and disposal of hazardous waste. Contractor shall fully defend, indemnify, and hold harmless the County, its members, officers, volunteers, employees, and agents, including, but not limited to, the County's Project Manager, from any and all citations and/or memoranda assessed against the County due to regulatory violations of the Contractor, Contractor's Subcontractors, or Sub-subcontractors.

10.2.5 Safeguards. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgate safety regulations, and notify County and users of adjacent Sites and utilities. The Contractor shall also be responsible for all measures necessary to protect any property adjacent to the Project and improvements thereon. Any damage to adjacent property or improvements shall be promptly repaired or replaced by Contractor at its sole cost and expense within the Contract Sum.

10.2.6 Excavation. As required by Section 6705 of the California Labor Code and in addition thereto, whenever Work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit for acceptance by the County or by a registered civil or structural engineer employed by the County, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this section shall be construed to

impose tort liability on the County or any of its officers, agents, officials, volunteers, the Project Managers or employees.

10.2.7 Notice of Hazards. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care, carry on such activities under supervision of properly qualified personnel, and shall provide County and County's Project Manager with reasonable advance notice of such activity.

10.2.8 Loading. The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety. The Contractor shall be responsible for the protection of all existing structures and improvements, both above and underground, including both the exterior and interior finishes within the adjoining working areas, and shall provide adequate temporary removal as necessary. Any existing structures or improvements damaged during construction shall be repaired or replaced with materials, workmanship, fixtures, or equipment of the same kind, quality and size as the original, prior to damage. Any materials or equipment temporarily removed and damaged shall be re-erected or installed in a manner approved by the County.

10.2.8.1 The Contractor shall review the structural capability of the construction and Site prior to allowing installation of temporary lifting devices or staging equipment or the temporary off-loading of materials. Contractor shall not exceed design loads without making modifications to the construction or Site to support such loads.

10.2.8.2 All modifications to the construction or Site to support temporary lifting devices, staging equipment, or loading shall be submitted to County for review and acceptance.

10.2.9 Accident Prevention. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the County.

10.2.10 Accident Reporting. The Contractor shall immediately report all accidents and injuries to County, and shall submit on a form approved by County within 24 hours of such accident or injury setting forth essential information for investigation of the accident or injury including, but not limited to, name, address, and phone number of all injured workers and witnesses, location on the jobsite, nature of injury, medical treatment, identity of ambulance company, and hospital.

10.2.11 Adjoining Property. Contractor shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passersby, as required by prudent construction practices, local building codes, ordinances, or other laws and the Contract Documents.

10.2.12 Response. Contractor shall immediately respond to notice from the County of unsafe conditions.

10.2.13 Documents Available. Contractor shall have available at the Project Site, copies or suitable extracts of "Construction Safety Orders" and "General Industrial Safety Orders" issued by the State Division of Industrial Safety.

10.3 Hazardous Materials

10.3.1 Notice to County. The Contractor agrees that it is solely responsible for investigation and performing remedial actions on all hazardous materials and other related environmental requirements located on the Project Site. Any hazardous materials that are encountered beyond those described in the Contract Documents may properly be the subject to a Change Order. The County agrees that the Contractor cannot be considered a hazardous materials generator of any such materials in existence on the Site at the time it is given possession of the Site. In the event the Contractor encounters on the Site materials which it reasonably believes to be "hazardous materials" as that term is defined by federal and state law, which have not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the County in writing. The work in the affected area shall not thereafter be resumed until a suitable testing agency certifies the material as nonhazardous or the material is removed or rendered harmless as certified by a suitable testing agency.

10.3.2 Material Safety Data Sheets and Compliance with Proposition 65.

10.3.2.1 Contractor is required to ensure that material safety data sheets are available in a readily accessible place at the Work Site, for any material requiring a material safety data sheet per the federal "hazard communication" standard, or employees' right-to-know law. The Contractor is also required to insure proper labeling on any substance brought into the Project Site, and that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

10.3.2.2 Contractor is required to comply with the provisions of California Health and Safety Code Sections 25249.5 et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

10.4 Contractor Materials

The County shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Contract Documents.

10.5 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

10.6 Protection of the Work

10.6.1 Contractor shall protect all materials, equipment, supplies and Work from injury or damage due to heat, storms, rain or wind. If unusually severe weather makes it impossible to continue operations safely in spite of necessary weather precautions, Contractor shall cease Work and notify County of such cessation in accordance with the requirements of Article 4.

10.6.2 Contractor shall not permit open fires on the Project.

10.6.3 Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to construction Work, building materials, equipment, temporary field offices, storage shed, and public and private property.

10.6.4 If Contractor fails to adequately protect the Work, Contractor is responsible for all damage incurred by County. Contractor is responsible for payment of the deductible on the Builder's Risk Policy, however, County, at its sole discretion, can decide to pay the deductible and deduct such payment from payments then or thereafter due Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such deductible amounts, the Contractor will then pay the different to the County.

10.7 Protection of Existing Property

The Contractor shall be responsible for all measures necessary to protect existing property to remain. This shall include, but is not limited to, padding and draping elevators used in construction, draping of openings and other measures to isolate areas remaining in use, relocation of furniture, fixtures, and equipment, protective covering/draping of furniture, fixtures, and equipment, and protection of landscape materials, planting, and interior and exterior finishes at and adjacent to the Work. Property damaged by the Contractor shall be repaired or replaced by the Contractor to the satisfaction of the County without increase to the Contract Sum. Such measures shall be taken at a frequency required to provide such protection and to keep the areas operational as indicated elsewhere in the Agreement.

11 INSURANCE AND BONDS

11.1 Performance Bond and Payment Bond

11.1.1 Bond Requirements.

11.1.1.1 Contractor shall furnish a Labor and Material Payment Bond and a Performance Bond on the forms provided by the County or on any other form approved by County. Contractor shall deliver to County no later than ten (10)

calendar days after award of the Contract, evidence satisfactory to County that Contractor has obtained the required bonds. The Performance Bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents in an amount equal to one hundred percent (100%) of the Contract Sum. The Payment Bond shall secure payment of all claims, demands, stop notices, mechanics liens, or charges of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor or any person, firm, or entity eligible to file a stop notice with respect to the Work in an amount equal to one hundred percent (100%) of the Contract Sum. Bonds may be obtained through Contractor's usual source, provided the bonds meet all County requirements, and the cost thereof shall be included in the Contract Sum. In the event of changes in the Work, that increase the Contract Sum, the amount of each bond shall increase and at all times remain equal to the Contract Sum.

11.1.1.2 The bonds shall be executed by a California admitted surety with an A.M. Best's Company rating satisfactory to the County. If an A.M. Best's rating is not available, the proposed surety must meet comparable standards of another rating service satisfactory to County. Bonds issued by a California admitted surety listed in the latest versions of the U.S. Department of Treasury Circular 570 shall be deemed to be accepted unless specifically rejected by County. Bonds from a California admitted surety not listed in Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure Section 995.660(a). All bonds must comply with the Bond and Undertaking Law (Code of Civil Procedure Section 995.010 et. seq.).

11.1.1.3 All such bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

11.1.1.4 If, during the continuance of the Contract, any of the sureties, in the opinion of the County, are or become non-responsible or otherwise unacceptable to County, County may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of County within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the work completed as provided in Articles 2 and 13 herein.

11.1.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.1.3 The Performance Bond shall name the County as the beneficiary under the bond.

11.1.4 In the event of increases in the Contract Sum by Change Orders, or otherwise, the Contractor shall submit to the County evidence of additional bond coverage (both Labor and Material Payment Bond and Performance Bond) for such increases in the Contract Sum. Contractor shall be compensated for such additional bond coverage.

11.1.5 Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from their obligations; and the bonds shall remain in full force and effect until one year following the filing of Notice of Completion of the Project by the County. Notice of such changes or extensions shall be waived by the surety.

11.2 Insurance

11.2.1 Contractor shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the County, nor shall Contractor allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

11.2.1.1 Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

11.2.1.2 Commercial/General Liability Insurance

The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

11.2.1.3 Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

11.2.1.4 Increased General Liability and Automobile Liability Insurance Limits for Larger Construction Projects

Construction contracts for projects of one million (\$1,000,000) or over and less than three million (\$3,000,000) require limits of not less than three million (\$3,000,000) in General Liability and Auto Liability coverage.

Construction contracts for projects of three million (\$3,000,000) or over and less than five million (\$5,000,000) require limits of not less than five million (\$5,000,000) in General Liability and Auto Liability coverage.

Construction contracts for projects of five million (\$5,000,000) or over require limits of not less than ten million (\$10,000,000) in General Liability and Auto Liability.

11.2.1.5 Course of Construction/Installation (Builder's Risk) Property Insurance

Course of Construction/Installation (Builder's Risk) Property Insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

11.2.1.6 Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

11.2.1.7 Continuing Products/Completed Operations Liability Insurance

Contractor shall provide Continuing Products/Completed Operations Liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000).

11.2.1.8 Environmental Liability Insurance

Any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA “Director’s list of Hazardous Substances” or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:

Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

11.2.2 Subcontractor Insurance Requirements.

The Contractor agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this Contract to provide insurance covering the contracted operations with the basic requirements identified in Paragraphs 11.2.3 through 11.2.11 and 3.18 (indemnification), and the insurance specifications identified under Paragraph 11.2, (including waiver of subrogation rights) and naming the County as an additional insured. The Contractor agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

11.2.3 Additional Insured

All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the

performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

11.2.4 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

11.2.5 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

11.2.6 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

11.2.7 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

11.2.8 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

11.2.9 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

11.2.10 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

11.2.11 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

12 UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 Specific Request. If a portion of the Work is covered contrary to the County's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the County, be uncovered for the County examination and be replaced at the Contractor's expense within the Contract Sum and without change in the Contract Time.

12.1.2 No Specific Request. If a portion of the Work has been covered, which the County has not specifically requested to examine prior to its being covered, the County may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense within the Contract Sum unless the condition was caused by the

County or a Separate Contractor in which event the County shall be responsible for payment of such costs.

12.2 Correction of Work

12.2.1 Before or After Final Completion. The Contractor shall promptly correct Work rejected by the County as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the County's services and expenses made necessary thereby, shall be at the Contractor's expense within the Contract Sum.

12.2.1.1 If Contractor fails to promptly correct Work rejected by the County, as failing to conform to the requirements of the Contract Documents, or fails to perform the Work in accordance with the Contract Documents, the County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor, or until the County chooses to complete the Work. Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. The County and County's Project Manager shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

12.2.2 After Final Completion.

12.2.2.1 In addition to the Contractor's warranty obligations under Paragraph 3.5, if, within one year after the date of Final Completion of the Work or after the date for commencement of warranties established under Subparagraph 3.5.2, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so, unless the County has previously given the Contractor a written acceptance of such condition. Such corrective work shall be performed without charge or cost to County after Final Completion of the Work. The County shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the County, the County may correct the nonconforming work in accordance with Paragraph 2.5.

12.2.3 Removal. The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the County.

12.2.4 Destruction or Damage. The Contractor shall bear the cost within the Contract Sum of correcting destroyed or damaged construction, whether completed or partially completed, of the County or Separate Contractor caused by the Contractor's

correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 No Limitation. Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 Acceptance of Nonconforming Work

If the County prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by the County. In such case, the Contract Sum will be reduced by an amount equal to the cost of replacing the Work to make it as originally specified or intended. Such adjustment shall be effected whether or not Final Payment has been made.

13 TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Termination by the Contractor

13.1.1 Work Stoppage Not Caused by County. If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons: issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; an act of government, such as a declaration of national emergency which requires all Work to be stopped; and Contractor has given County written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to County and, unless the reason has theretofore been cured, terminate its performance and recover from the County payment for Work executed to date and reasonable demobilization costs.

13.1.2 Work Stoppage Caused by County. If the Work is stopped for a period of 120 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the County has persistently failed to fulfill the County's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may give County ten (10) calendar days written notice to cure. If the County fails to cure, the Contractor may, upon ten (10)

additional calendar days' written notice to the County, terminate the Contract and recover from the County as provided in Subparagraph 13.1.1 above.

13.2 Termination by the County for Cause

13.2.1 Grounds. The County may terminate the Contractor's performance of the Contract for cause if:

- (1) Contractor fails promptly to begin the Work under the Contract Documents; or
- (2) Contractor refuses or fails to supply enough properly skilled workers or proper materials; or
- (3) Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
- (4) Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (i) due to termination by County; or (ii) due to and during the continuance of a Force Majeure event or suspension by County); or
- (5) Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from County to do so or (if applicable) after cessation of the event preventing performance; or
- (6) Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or
- (7) Contractor fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and Applicable Law; or
- (8) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- (9) Contractor otherwise is guilty of breach of a provision of the Contract Documents; or
- (10) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide County with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, County has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

13.2.2 County's Rights. When any of the reasons specified in Subparagraph 13.2.1 exist, the County may, in addition to and without prejudice to any other rights or

remedies of the County, and after giving the Contractor five (5) calendar days written notice, terminate employment of the Contractor and may:

- (1) Take possession of the Site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Contractor;
- (2) Suspend any further payments to Contractor;
- (3) Accept assignment of subcontracts pursuant to Paragraph 5.3; and
- (4) Finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Contractor, the County shall furnish to the Contractor a detailed accounting of the costs incurred by the County in finishing the Work.

13.2.3 Costs. If County's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor and Contractor's Sureties shall pay the difference to the County.

13.2.4 Erroneous Termination. If it has been adjudicated or otherwise determined that County has erroneously or negligently terminated the Contractor for cause, then said termination shall automatically convert to a termination by the County for convenience as set forth in Paragraph 13.4.

13.3 Suspension by the County

13.3.1 Suspension For Convenience.

13.3.1.1 The County may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

13.3.1.2 Contractor shall promptly recommence the Work upon written notice from County directing Contractor to resume the Work. The Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay, or interruption provided Contractor complies with the Change Order and Claims proceedings set forth the Articles 4 and 7 of these General Conditions. No adjustment shall be made to the extent:

- (1) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- (2) That an equitable adjustment is made or denied under another provision of the Contract.

13.3.2 Suspensions For Cause. County has the authority by written order to suspend the Work without liability to County wholly or in part for Contractor's failure to:

- (1) Correct conditions unsafe for the Project personnel or general public; or
- (2) Carry out the Contract; or
- (3) Carry out orders of County.

13.3.3 Responsibilities of Contractor During Suspension Periods. During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according the Article 10 of these General Conditions.

13.4 Termination by the County for Convenience

13.4.1 Grounds. Without limiting any rights which County may have by reason of any default by Contractor hereunder, County may terminate Contractor's performance of the Contract in whole or in part, at any time, for convenience or any other reason upon written notice to Contractor. Such termination shall be effective as of the date stated in the written notice, which shall be no less than ten (10) calendar days from the date of the notice.

13.4.2 Contractor Actions. Immediately upon receipt of such notice, Contractor shall: (i) cease performance of the Work of this Agreement to the extent specified in the notice; (ii) take actions necessary or that the County may direct, for the protection and preservation of the Work; (iii) settle outstanding liabilities, as directed by County; (iv) transfer title and deliver to County Work in progress, specialized equipment necessary to perform the Work, and Record Documents; and, (v) except for Work directed by County to be performed, incur no further costs or expenses. At the option of the County, all or any of the subcontracts entered into by Contractor prior to the date of termination shall be terminated or shall be assigned to County.

13.4.3 Compensation. If the Parties are unable to agree on the amount of a termination settlement, the County shall pay the Contractor the following amounts:

- (1) For Work performed before the effective date of termination, the total (without duplication of any items) of:
 - (a) The Cost of the Work; and
 - (b) A sum, as profit on (1)(a), above, determined by the County to be fair and reasonable;
- (2) The reasonable costs of settlement of the Work terminated, including:
 - (a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and

- (b) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

In no event shall Contractor be entitled to recover overhead or profit on Work not performed.

13.5 Authority of County

In determination of the question of whether there has been such noncompliance with the Contract as to warrant the suspension or termination of the Contract, the decision of the County will be binding on all parties.

13.6 Termination by Acts of God

In the event the Project is damaged by an "Act of God" as defined in Public Contract Code section 7105, the County may elect to terminate the Contract. If the County terminates the Contract pursuant to this paragraph, compensation to the Contractor shall be solely for any Work completed, any materials purchased, any bonds and insurance paid and for any equipment used prior to the occurrence of the "Act of God".

14 EMPLOYMENT OF LABOR/WAGE RATES

14.1 Determination of Prevailing Rates

Pursuant to California Labor Code, Part VII, Chapter 1, Article 2, Sections 1770, et seq., the County 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 Work is to be performed. Copies of said rates are on file with the Department, San Bernardino County, will be made available for inspection during regular business hours, are included elsewhere in the specifications for the Work in the Project, and are also available online at www.dir.ca.gov/dlsr/DPreWageDetermination.htm. The wage rate for any classification not listed, but which may be required to execute the 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 Section 1773.2 of the California Labor Code, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code Sections 1773, et seq.

14.1.1 Federal Funding Requirements.

14.1.1.1 If federal funding is involved with the Project the Federal Davis-Bacon Act (40 U.S.C. 3141 et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), will apply to the Project and those requirements shall be complied with by Contractor. The Contractor and all Subcontractors and Sub-subcontractors are required to pay their employees and workers a wage not less than the minimum

wage for the work classification as specified in both the Federal and California wage decisions. The higher of the two applicable wage classifications, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all Work under this Contract. If applicable, the Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and related federal law requirements.

14.1.1.2 Contractor must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

14.1.1.3 Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

14.2 Subcontractors

14.2.1 Ineligible Subcontractors. Pursuant to the provisions of Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/dir/Labor_law/DSLE/Debar.html. Any contract entered into between a contractor and a debarred 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 County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

14.2.1.1 Excluded Parties List System (EPLS). Neither Contractor nor its employees or subcontractors shall be named on the EPLA, which includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. The EPLS can be accessed at <http://www.epls.gov/>. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publicize by the agency taking the action. Contractor is aware that although United States General Service Administration operates this system, individual agencies are responsible for the timely reporting, maintenance, and accuracy of their data.

14.2.1.2 Certification. Contractor certifies that neither it nor its principals or Subcontractors are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

14.2.2 Employment of Apprentices. The Contractor and all Subcontractors performing Work for the Project shall comply with all requirements pertaining to the employment of apprentices pursuant to the provisions of the California Labor Code including, but not limited to, California Labor Code Section 1777.5.

14.3 Payment of Prevailing Rates

There shall be paid each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, 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, of any tier, and such worker.

14.4 Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed by the Contractor or by any Subcontractor in connection with the Work. Pursuant to California Labor Code Section 1775, the difference 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.

14.5 Payroll Records

14.5.1 Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor, of any tier, 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 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 Work performed by his or her employees on the Project. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) 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;
- (2) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations;
- (3) 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 County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County, the Division of Apprenticeship Standards 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;

(4) 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

(5) copies provided to the public, by the County, the Division of Apprenticeship Standards 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 of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the County 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.

14.5.2 In the event Contractor does not comply with the requirements of this subsection, the Contractor shall have ten (10) days in which to comply, subsequent to a receipt of written notice specifying in what respects the Contractor must comply herewith. Should non-compliance still be evident after a ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the Contract Sum then due or to become due to the Contractor.

14.5.3 State Construction Bond and Weekly Electronic Certified Payroll Records.

14.5.3.1 If the Project is funded in whole or in part from a bond issued by the State to fund public works projects, the following requirements shall apply:

14.5.3.1.1 The Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and Title 8, Division 1, Chapter 8, Subchapter 4.5 of the California Code of Regulations. Under the above-cited Chapter of the Labor Code and Subchapter of the California Code of Regulations, this Project is subject to monitoring by the Compliance Monitoring Unit (CMU) of the California Department of Industrial Relations, Division of Labor Standards Enforcement. In addition, under the above-cited Chapter of the Labor Code and Subchapter of the California Code of Regulations, the Contractor (and their Subcontractors via the Contractor) shall submit on a weekly basis electronic certified payroll reports directly to the CMU and the County using the eCPR system – MyLCM or the County's LCPTracker Program. Further, the Contractor (and their Subcontractors via the Contractor) shall submit directly to the CMU accurate payroll records within 10 days of any separate request by the CMU. To

enroll in MyLCM, obtain additional information and assistance, go to the third party non-government website at <https://app.mylcm.com>. Subcontractors may also enroll in MyLCM at the website.

14.5.3.1.2 At the Project Site the Contractor shall post throughout the term of the Contract a notice (in English and Spanish) as required by, and containing the language provided in section 16451(d) of Title 8 of the California Code of Regulations. The notice (in the form of posters) is available on the CMU website at http://www.dir.ca.gov/dlse/cmu/Forms_Publications_and_Resources.html, at the Division of Labor Standards Enforcement District Office or by e-mailing a request to CMU@dir.ca.gov. The notice will indicate to employees and others that the worksite falls under regulations of the CMU. The local CMU District Office is located at the following address: CMU District Office – San Bernardino, 464 W. Fourth Street, Room 348, San Bernardino, CA 92401, (909) 383-4334 or (909) 889-8120.

14.5.3.1.3 Failure to meet the requirements above will subject the Contractor to sanctions/withholding of Contract payments as allowed by law for any delinquent or inadequate certified payroll records. Payroll violations are required to be reported to the State and/or Federal government.

14.6 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, or any tier, upon the Work or upon any part of the 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 hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, 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.

14.7 Penalty for Excess Hours

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, 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 (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

14.8 Contractor Responsibility

Any work performed by workers necessary to be performed after regular work hours or on Sundays or other holidays shall be performed without adjustment of the Contract Sum and/or without additional expense to the County.

14.9 Employment of Apprentices

Any apprentices employed to perform any of the Work shall be paid the standard wage to apprentices under 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 agreements under California Labor Code Sections 3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

14.10 Apprenticeship Certificate

When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, as hereinafter defined, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code Section 1777.5. The Contractor and Subcontractor shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

14.11 Ratio of Apprentices to Journeymen

The ratio of Work performed by the apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journey, except as otherwise provided in California Labor Code Section 1777.5. The minimum ratio of the land surveyor

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

14.12 Exemption from Ratios

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

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

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

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

14.13 Contributions to Trust Funds

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

14.14 Contractor's Compliance

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

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

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

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

14.15 Contractor's Compliance with Law

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

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

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

14.16 Equal Employment Opportunity

14.16.1 Contractor agrees to fully comply with the laws and programs (including regulation issued pursuant thereto) which are listed following this paragraph. Such compliance is required to the extent such laws, programs and their regulations are, by their own terms, applicable to this Contract. Contractor warrants that it will make itself thoroughly familiar with the applicable provisions of said laws, programs and regulations prior to commencing performance of the Contract. Copies of said laws, programs and regulations are available upon request from County. To the extent applicable the provisions of said laws, programs and regulations are deemed to be a part of this Contract as if fully set forth herein.

14.16.1.1 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and the applicable clause is inserted pursuant to 41 C.F.R. Sections 60-250.5(a).

14.16.1.2 Rehabilitation Act of 1973, as amended (29 U.S.C. 701 et seq.) and the applicable clause is inserted pursuant to 41 C.F.R. Sections 60-741.5(a).

14.16.1.3 California Fair Employment and Housing Act. (CA Government Code Section 12900 et seq.)

14.16.1.4 Civil Rights Act of 1964, as amended (42 U.S.C. 2000a et seq.), Executive Order No. 11246, September 24, 1965, as amended, and the applicable clause is inserted pursuant to 41 C.F.R. Section 60-1.4.

14.16.2 Executive Order 11246.

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

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

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

14.17.1 Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:

14.17.1.1 No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).

14.17.1.2 No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

14.17.1.3 This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14.17.1.4 As required by the Department of Industrial Relations, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the Department of Industrial Relations.

14.17.1.5 Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.

- (1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
- (2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
- (3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

14.17.1.6 Registration with the Department of Industrial Relations and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

14.17.2 Labor Code section 1725.5 states the following:

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

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully

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

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

14.17.3 Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall

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

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address on file with either of the following:

(i) The Contractors' State License Board.

(ii) The Secretary of State.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further

review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

14.17.4 Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed

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

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

15 MISCELLANEOUS PROVISIONS

15.1 Governing Law

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

15.2 Successors and Assigns

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

15.3 Written Notice

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

15.4 Rights and Remedies

15.4.1 Cumulative Rights. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

15.4.2 No Waiver. No action or failure to act by the County shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in the Contract Documents or as may be otherwise agreed in writing.

15.5 Tests and Inspections

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

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

15.5.2 Additional Tests and Inspections. If the County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Subparagraph 15.5.1, the County will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Contractor shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs shall be at the County's expense, if applicable. If such procedures for testing, inspection, or approval under Subparagraphs 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for County's testing and inspection services and expenses, shall be at the Contractor's expense, within the Contract Sum. Cost of retesting, reinspection, and reapprovals as described herein, including compensation for the County's testing and inspection services and expenses, shall be paid for by the County and deducted from the Contract Sum by a Change Order or Construction Change Directive.

15.5.3 Documentation. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the County. Delivery of such documentation is a condition precedent to County's obligation to make payment to Contractor.

15.5.4 Observation of Tests. If the County is to observe tests, inspections, or approvals required by the Contract Documents, County will do so promptly and, where practicable, at the normal place of testing.

15.5.5 Time. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

15.5.6 Responsibility. Any inspection or approval by any representative or agent of the County will not relieve the Contractor of the responsibility of incorporating in the Work only those materials which conform to the Specifications, and any nonconforming materials shall be removed from the Site whenever identified. Further, inspection or approval by the County does not relieve the Contractor of its obligation to provide Work which conforms in all aspects with the Contract Documents.

15.6 Record Retention and Audits

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

15.6.2 Contractor agrees that the County and its designated representative shall have the right to review, to audit, and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the County to audit records and interview staff in any subcontract related to performance of this Agreement.

15.6.3 The Contractor shall establish an official file for the Project (the "Official Project File"). The Official Project File shall contain adequate documentation of all actions that have been taken with respect to the Project, in accordance with generally accepted government accounting principles and the requirements for record retention for capital projects constructed with the proceeds of tax exempt bonds. The Contractor will provide a copy of such file to the County at its request or upon termination of this Agreement. The documents to be retained shall include, but are not limited to, Contractor's books, records, Contracts, correspondence, instructions, Drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work, changes in the Work, any Change Orders or Construction Change Directives or Contract Amendments, and any claims.

15.6.4 Contractor agrees to protect records adequately from fire or other damage. When records are stored away from Contractor's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All the Contractor records contained in the Official Project File must be preserved a minimum of five (5) years (the "Record Maintenance Period"). These records shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the County or designees, by state government auditors or designees, or by federal government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the Record Maintenance Period, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the Record Maintenance Period.

15.6.5 All books, account, reports, files, correspondence, data, and other records relating to this Contract shall be maintained by the Contractor and shall be subject at all reasonable times to review, inspection, and audit by the County or its designated Project Managers for a period of five (5) years after Final Completion of the Work. County shall be entitled, upon forty-eight (48) hours written notice, to inspect all books, records, accounts, and the Official Project File kept by Contractor relating to the Work contemplated by the Agreement. Such records shall be produced by the Contractor at a place designated by the County, upon written notice to the Contractor.

15.6.6 Contractor agrees to maintain adequate fiscal and Project books, records, documents, and other evidence pertinent to the Contractor's Work on the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions

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

15.6.7 Contractor agrees to make the Official Project File, books, records, supporting documentations and other evidence available to the County, or its designated representatives, during the course of the Project and for the Record Maintenance Period. Contractor agrees to provide suitable facilities for access, monitoring, inspection and copying of said records.

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

15.7 Independent Contractor

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

15.8 Keys and Access

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

15.9 Survival of Terms

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

15.10 Cooperation With Labor

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

15.10.2 Picketing.

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

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

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

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

15.11 No Personal Liability

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

15.12 Antitrust Claims

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

15.12.1 The Government Code Chapter on Antitrust claims contains the following definitions:

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

- (2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Government Code Section 4550.)

15.12.2 In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Government Code Section 4552.)

15.12.3 If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Government Code Section 4553.)

15.12.4 Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code Section 4554.)

15.13 Compliance with Restrictions

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

15.14 Legal Requirements

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

15.15 Third Party

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

END OF GENERAL CONDITIONS

NOT FOR BID

SPECIAL CONDITIONS

- 1.1 Coordination, Scheduling, and Meetings: The Contractor shall coordinate scheduling all construction activities with the Project Manager from the Project and Facilities Management Department – Project Management, San Bernardino County (County), prior to beginning the activities. The successful bidder shall attend a preconstruction conference at a location and time set by the County.

Construction meetings shall be held at the job site or at a different location as instructed by the County. Details regarding job site meetings will be arranged at the preconstruction conference.

- 1.2 Codes, Ordinances and Regulations: All Work shall conform to the requirements of all Applicable Laws including the California Building Standards Code (as adopted and/or amended by the County), the Americans with Disabilities Act, Uniform Mechanical Code, Uniform Plumbing Code, Uniform Electrical Code, the Standard Plans for Public Works Construction, Construction Safety Orders of the Department of Industrial Relations – Division of Industrial Safety Construction Safety Orders, and all other State and National codes, ordinances, rules and regulations, which apply to the Work.

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

- 1.3 Liquidated Damages: Section 8.5.3 of the General Conditions is amended to read the following:

In the event that Contractor fails to achieve Final Completion of the Work within the Contract Time, Contractor agrees to pay County the sum of **\$1,200.00 per day** for liquidated damages for each calendar day that Final Completion is delayed.

- 1.4 Safety: The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property for the duration of the Work, on a 24-hour per day, 7-day week basis. Prior to the start of construction, Contractor shall provide the Project Manager with a copy of Contractor's Illness and Injury Prevention Program as required by California Code of Regulations, title 8, sections 1509 and 3203, and Section 10 of the General Conditions, specifically relating to this Project.

- 1.5 Project Inspections: All inspections shall be performed during normal business hours. Contractor shall notify the Project and Facilities Management Department – Project Management Inspector and Project Manager 48 hours in advance of all requested inspections.

Contractor may request an inspection via email to the Project and Facilities Management Department – Project Management Inspector and Project Manager at Joseph.Ford@pfm.sbcounty.gov and Robert.Burton@pfm.sbcounty.gov

Email subject line should read as follows: Glen Helen Island Tower Building Demo & Amenity Installation Inspection Request

- 1.6 Change Orders: Contractor is referred to Section 7 of the General Conditions.
- 1.7 Sanitary Facilities: Contractor shall be solely and completely responsible to provide and maintain on-site sanitary facilities.
- 1.8 Contractor's Site Representative: Per Section 3.3.5.1 of the General Conditions, Contractor shall have a Project superintendent on site at all times while Work is being done.
- 1.9 Water & Power: Contractor shall be solely and completely responsible for providing water and power for all Contractor/construction purposes.
- 1.10 Traffic Safety: Contractor shall be solely and completely responsible for providing traffic safety for all Contractor/construction purposes.
- 1.11 Building & Other Permits: Contractors shall be solely and completely responsible for obtaining San Bernardino County, City of San Bernardino Building & Safety building permit(s), and all required ancillary permits, including but not limited to:
- a) Grading Permit
 - b) Demolition Permit
 - c) Underground Fire Permit
 - d) Site Wall/Fencing Permit
 - e) Encroachment Permit
- 1.12 Temporary Staging Areas: Contractor shall take note of the limited staging available at the facility. Storage areas designated to the Contractor for site storage shall be secured by the Contractor at its expense. This area shall be closed and not accessible to the public. If a container is used, materials shall be stored inside the container without exception. Contractor's employees commuting to the job site in personal (non-work type) vehicles will be required to legally park in public areas.
- 1.13 Work in cooperation with Building's Operations: Work will be performed during normal business hours. Contractor is to perform work to minimize the disruption to the operations of the facility, visitor, and vehicle traffic.
- 1.14 Video Recording of Pre-Existing Conditions: All facilities will be videoed, photographed, and evaluated prior to the beginning of construction. Video recording of important aspects of the construction site shall include, but is not limited to the following:

- a) Property lines
- b) Right-of-way and easement conditions
- c) Utility markings
- d) Survey conditions
- e) Pavement conditions
- f) Adjacent property conditions
- g) Sidewalk, curb, and gutter conditions
- h) Safety conditions
- i) Unusual conditions or equipment
- j) Existing slope condition (including vegetation)
- k) Existing irrigation system condition
- l) Existing building conditions
- m) Existing electrical conditions

Unless proven otherwise via the pre-existing video records, the Contractor shall be responsible for the repair of any damage for which a Claim has been submitted. Video will be delivered via CD or Flash Drive and contain detailed audio documentary describing property, location and existing conditions in areas of view. Contractor will endeavor to gain access to non-District owned properties. Submit three (3) copies of the CD or flash drive to the County seven (7) days prior to the start of construction.

- 1.15 Material deliveries: Due to the active nature of the site and surrounding facilities by the County, all material deliveries shall be scheduled at least 24 hours in advance. Contractor shall include these deliveries within the overall project Schedule and coordinate with the Project Manager and District staff.
- 1.16 Maintain Access to District Facilities: Contractor at all time shall keep all roadways drive approaches, access gates, and all access points fully accessible to district vehicles, equipment and employees and shall not cause disruption or delay to County operations onsite or at adjacent facilities.
- 1.17 Working Hours: All work the Project shall be completed during normal business hours between 7:00 a.m. to 5:00 p.m. Monday through Friday.
- 1.18 Phasing or Staging Plan: Contractor shall provide a phasing or staging plan for the construction work since the areas of construction are within a landscaped area adjacent to the lake and located on the island.
- 1.19 Site Examination: Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, and the general and local conditions, such as, but not limited to, all other matters which could in any way affect the Work or the cost thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it

from the responsibility for properly estimating the difficulties, responsibilities, or cost of successfully performing the Work according to the Contract Documents.

- 1.20 Storm Water Pollution Prevention Plan (SWPPP): The Contractor shall ensure qualified personnel are employed for the implementation of the approved storm water pollution prevention plan (SWPPP) as required by the Construction Permit. A copy of the SWPPP must be available at the site at all times and any subsequent amendments or revisions shall be prepared by the QSD. Implementation of the SWPPP shall be done by a qualified SWPPP practitioner (QSP) who shall be onsite at all times to implement and comply with the Project SWPPP for the duration of the Project. The QSP shall prepare the Rain Action Event form for any forecast storm events and perform all required site inspections before and after a storm event and during extended storm events as required by the Construction Permit to identify BMP effectiveness and implement repairs or BMP modifications as soon as possible. This also includes conducting any required sampling of potential pollutant discharges. All tests shall be carried out in accordance with the requirements of the Construction Permit. All reports required by the Construction Permit shall be prepared by the QSP as appropriate and submitted to the state online SMART system but, first reviewed by the County prior to submittal. Contractor shall be responsible for any penalties assessed against the County if the penalty assessed is due to Contractor's violation of Construction Permit requirements, or Contractor's failure to fully implement and monitor SWPPP as required.
- 1.21 Erosion and Sediment Control Plans: Contractor shall implement and maintain all erosion control measures per the approved Erosion Control Plan.
- 1.22 Domestic and Fire Water Work: All domestic and fire water work shall be done in accordance with the Devore Water Company standards and San Bernardino County Fire Department standards, insofar as they are applicable, unless otherwise specified herein.

September 28, 2023
Project No. S168-188

STK ARCHITECTURE, INC.
42095 Zeno Drive, Suite A15
Temecula, California 92590

Attention: Tony Finaldi, Architect

Subject: Geotechnical Investigation
Proposed San Moritz Prefabricated Restroom
Lake Gregory Regional Park
Crestline Area, San Bernardino County, CA

Dear Mr. Finaldi:

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

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

Respectfully,
INLAND FOUNDATION ENGINEERING, INC.


Allen D. Evans, P.E., G.E.
Principal

ADE:es
Distribution: Addressee

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INTRODUCTION

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

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

SCOPE OF SERVICE

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

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

The tasks performed to achieve these objectives included:

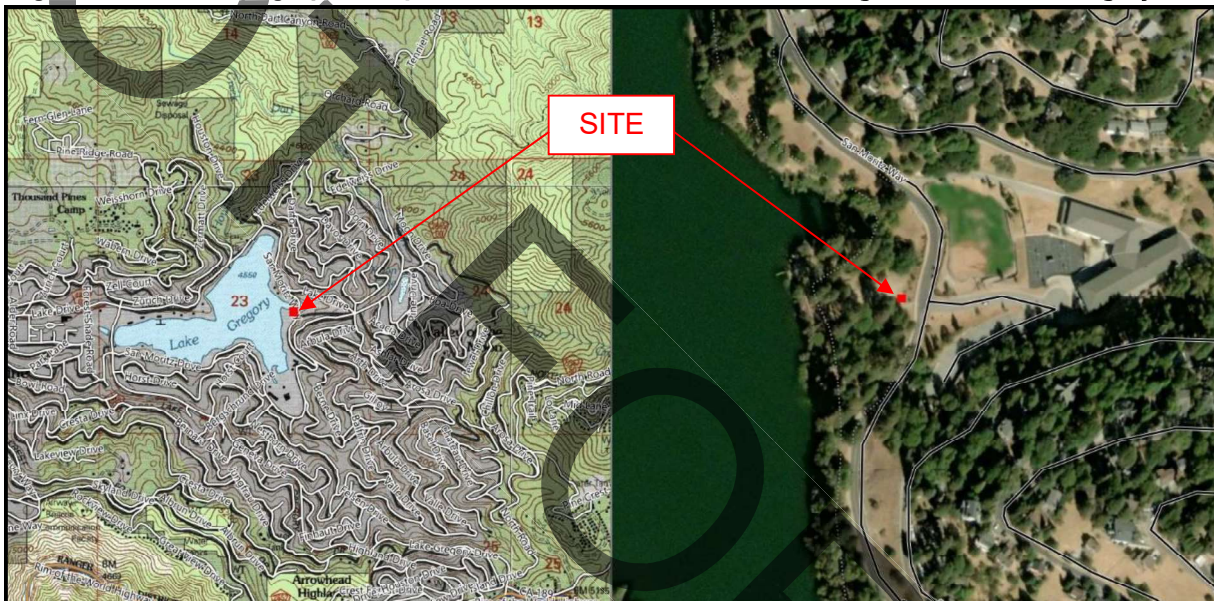
- *Collection and review of existing data relative to the site.*
- *Subsurface exploration to evaluate the nature and stratigraphy of the subsurface soil and to obtain representative samples for laboratory testing.*
- *Laboratory testing of representative samples to evaluate the classification and engineering properties of the soils.*
- *Analysis of the data collected and the preparation of this report with our geotechnical conclusions and recommendations.*

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

PROJECT DESCRIPTION

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

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



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

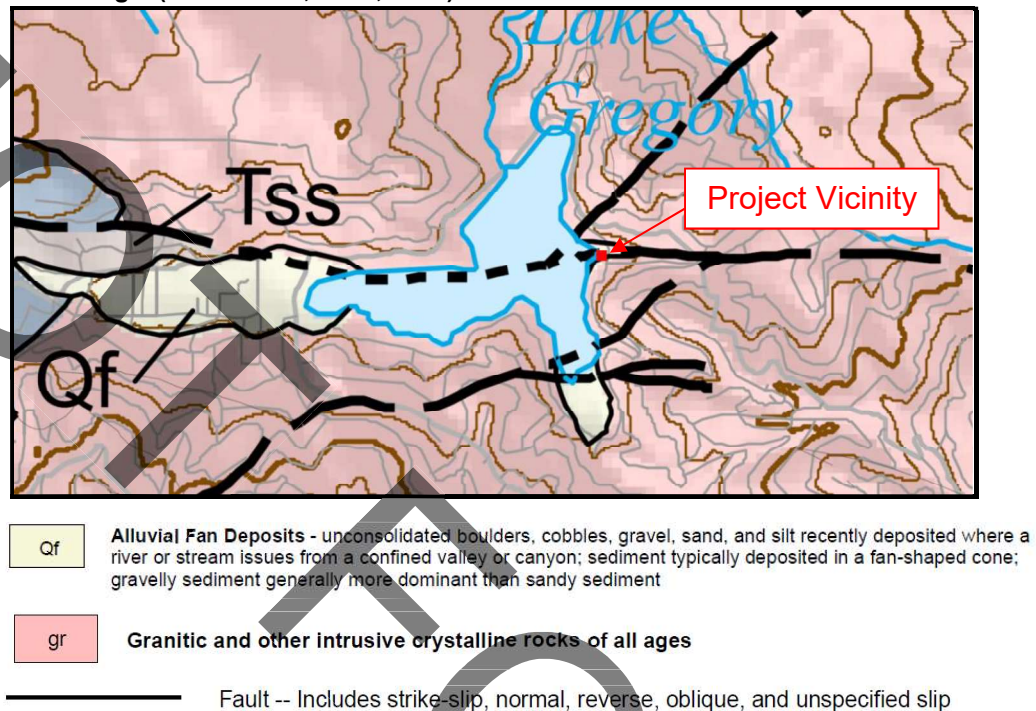
We have assumed the proposed restroom will be supported with conventional shallow spread footings with slab-on-grade floor. Cuts and fills for the proposed restroom will be within 2 feet of existing site grades, exclusive of any remedial grading as recommended in this report.

GEOLOGIC SETTING

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

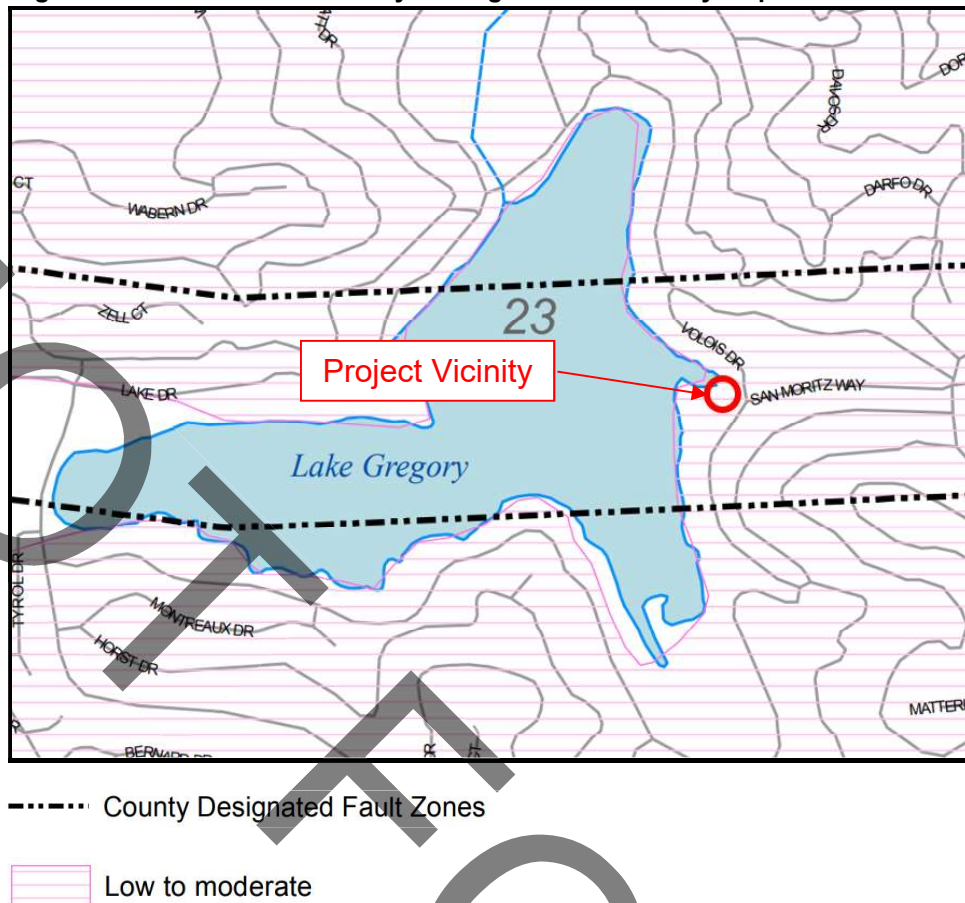
gr). Mapped earthquake faults are shown in the immediate and near vicinity of the project site. Figure 2 below shows the mapped geologic units in the vicinity of the project site.

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



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

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



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

SUBSURFACE CONDITIONS

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

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

CONCLUSIONS AND RECOMMENDATIONS

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

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

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

- Class of Materials: 4. Silty Sand, Clayey Sand (SP, SM, SC)
- Allowable Vertical Foundation Pressure: 2,000 psf
- Allowable Lateral Bearing Pressure: 150 psf/ft
- Coefficient of friction: 0.25 psf

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

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

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

Table 1: 2022 CBC Seismic Design Parameters

Seismic Parameter	Value
S_s - MCE _R Ground Motion for 0.2-sec Period	2.266g
S₁ - MCE _R Ground Motion for 1-sec Period	0.767g
SD_s - Numeric Seismic Design Value at 0.2-sec period	1.813g
PGA - MCE _g Peak Ground Acceleration	0.921g
F_{PGA} - Site Amplification Factor at PGA	1.2
PGA_M - Site Modified Peak Ground Acceleration	1.105g
SITE CLASS	D (Default)

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

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

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

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

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

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

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

5. **Utility Trench Backfill:** Utility trench backfill consisting of the on-site soil types should be placed by mechanical compaction, in lifts, to a minimum of 90 percent relative compaction. Compaction by jetting is not recommended.

6. **Testing and Observation:** During grading and backfilling, tests and observations should be performed by a representative of IFE to verify that the grading is performed in accordance with the recommendations in this report and other project requirements. Density testing should be performed per the current ASTM D1556 or ASTM D6938 test methods. The minimum acceptable degree of compaction should be 90 percent of the maximum dry density obtained by the ASTM D1557 test method.

LIMITATIONS

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

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

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

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

REFERENCES

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

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

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

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

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

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

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

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

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

San Bernardino County General Plan Geologic Overlay Map FH22C.

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

United States Geologic Survey, San Bernardino North 7.5' Quadrangle

NOT FOR BID

APPENDIX A

SITE EXPLORATION

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

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

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2487)

PRIMARY DIVISIONS			GROUP SYMBOLS		SECONDARY DIVISIONS	
COARSE GRAINED SOILS MORE THAN HALF OF MATERIALS IS LARGER THAN #200 SIEVE SIZE	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN #4 SIEVE	CLEAN GRAVELS (LESS THAN) 5% FINES	GW		WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
			GP		POORLY GRADED GRAVELS OR GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
		GRAVEL WITH FINES	GM		SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES	
			GC		CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES	
	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN #4 SIEVE	CLEAN SANDS (LESS THAN) 5% FINES	SW		WELL GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
			SP		POORLY GRADED SANDS OR GRAVELLY SANDS, LITTLE OR NO FINES	
		SANDS WITH FINES	SM		SILTY SANDS, SAND-SILT MIXTURES	
			SC		CLAYEY SANDS, SAND-CLAY MIXTURES	
FINE GRAINED SOILS MORE THAN HALF OF MATERIALS IS SMALLER THAN #200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT IS LESS THAN 50		ML		INORGANIC SILTS, VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS	
			CL		INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
			OL		ORGANIC SILTS AND ORGANIC SILT-CLAYS OF LOW PLASTICITY	
	SILTS AND CLAYS LIQUID LIMIT IS GREATER THAN 50		MH		INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDS OR SILTS, ELASTIC SILTS	
			CH		INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS	
			OH		ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
	HIGHLY ORGANIC SOILS		PT		PEAT, MUCK AND OTHER HIGHLY ORGANIC SOILS	
TYPICAL FORMATIONAL MATERIALS	SANDSTONES		SS			
	SILTSTONES		SH			
	CLAYSTONES		CS			
	LIMESTONES		LS			
	SHALES		SL			

CONSISTENCY CRITERIA BASES ON FIELD TESTS

RELATIVE DENSITY – COARSE – GRAIN SOIL			CONSISTENCY – FINE-GRAIN SOIL		TORVANE	POCKET ** PENETROMETER	* NUMBER OF BLOWS OF 140 POUND HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1 3/8 INCH I.D.) SPLIT BARREL SAMPLER (ASTM - 1586 STANDARD PENETRATION TEST)
RELATIVE DENSITY	SPT * (# BLOWS/FT)	RELATIVE DENSITY (%)	CONSISTENCY	SPT* (# BLOWS/FT)	UNDRAINED SHEAR STRENGTH (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	
VERY LOOSE	<4	0-15	Very Soft	<2	<0.13	<0.25	** UNCONFINED COMPRESSIVE STRENGTH IN TONS/SQ.FT. READ FROM POCKET PENETROMETER
LOOSE	4-10	15-35	Soft	2-4	0.13-0.25	0.25-0.5	
MEDIUM DENSE	10-30	35-65	Medium Stiff	4-8	0.25-0.5	0.5-1.0	
DENSE	30-50	65-85	Stiff	8-15	0.5-1.0	1.0-2.0	
VERY DENSE	>50	85-100	Very Stiff	15-30	1.0-2.0	2.0-4.0	
			Hard	>30	>2.0	>4.0	

MOISTURE CONTENT

DESCRIPTION	FIELD TEST
DRY	Absence of moisture, dusty, dry to the touch
MOIST	Damp but no visible water
WET	Visible free water, usually soil is below water table

CEMENTATION

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

EXPLANATION OF LOGS

LOG OF BORING B-01

DRILLING RIG	<u>Hand</u>	DATE DRILLED	<u>8/25/23</u>	HAMMER TYPE	<u>Slide</u>
DRILLING METHOD	<u>Hand Auger</u>	HAMMER WEIGHT	<u>35-lb.</u>	HAMMER DROP	<u>30-inches</u>
LOGGED BY	<u>FWC</u>	BORING DIAMETER	<u>4-inches</u>		
GROUND ELEVATION	<u>+/-</u>				

SUMMARY OF SUBSURFACE CONDITIONS

This summary applies only at the location of the boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered and is representative of interpretations made during drilling. Contrasting data derived from laboratory analysis may not be reflected in these representations.

DEPTH (ft)	U.S.C.S.	GRAPHIC LOG		BULK SAMPLE	DRIVE SAMPLE	SAMPLE TYPE	BLOW COUNTS /6"	MOISTURE (%)	DRY UNIT WT. (pcf)
			SILTY SAND , with trace gravel, fine to coarse, olive-brown (2.5Y 4/4), slightly moist, dense.			AU			
			- upper 1.5 feet moderately cemented -			SS	60/2"	4	
						SS	45	3	111
						AU	60/5"		
			GRANITE , highly weathered, yellowish-brown (10YR 5/4).						
						SS	11	16	82
5									
			End of boring at 5 feet. No groundwater encountered. Backfilled with native soils.						



CLIENT	<u>STK</u>
PROJECT NAME	<u>Lake Gregory San Moritz Prefab Restroom</u>
PROJECT LOCATION	<u>Lake Gregory Regional Park</u>
	<u>Crestline area, San Bernardino County, CA</u>
PROJECT NUMBER	<u>S168-188</u>

FIGURE NO.

A-3

LOG OF BORING B-02

DRILLING RIG

DRILLING METHOD

LOGGED BY

GROUND ELEVATION

Hand

Hand Auger

FWC

+/-

DATE DRILLED

8/25/23

HAMMER TYPE

HAMMER WEIGHT

HAMMER DROP

BORING DIAMETER

Slide

35-lb.

30-inches

4-inches

SUMMARY OF SUBSURFACE CONDITIONS									
DEPTH (ft)	U.S.C.S.	GRAPHIC LOG	<p>This summary applies only at the location of the boring and at the time of drilling. Subsurface conditions may differ at other locations and may change at this location with the passage of time. The data presented is a simplification of actual conditions encountered and is representative of interpretations made during drilling. Contrasting data derived from laboratory analysis may not be reflected in these representations.</p>	BULK SAMPLE	DRIVE SAMPLE	SAMPLE TYPE	BLOW COUNTS /6"	MOISTURE (%)	DRY UNIT WT. (pcf)
	SM		<p><u>SILTY SAND</u>, with trace gravel, fine to coarse, olive-brown (2.5Y 4/4), slightly moist, medium dense, moderately cemented.</p>			SS	41 42	9	103
	SM		<p><u>GRANITE</u>, highly weathered, yellowish-brown (10YR 5/4).</p>			SS	60/3"	7	
5			<p>End of boring at 5 feet. Auger refusal. No groundwater encountered. Backfilled with native soils.</p>						



CLIENT	<u>STK</u>
PROJECT NAME	<u>Lake Gregory San Moritz Prefab Restroom</u>
PROJECT LOCATION	<u>Lake Gregory Regional Park</u>
	<u>Crestline area, San Bernardino County, CA</u>
PROJECT NUMBER	<u>S168-188</u>

FIGURE NO. |

A-4



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

LAKE GREGORY
SAN MORITZ PREFAB
RESTROOMS
07-25-2023

SITE PLAN

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

LEGEND

⊕ Approximate Location of Exploratory Boring

Figure No. A-5	IFE Inland Foundation Engineering, Inc. 1310 S. Santa Fe Avenue, San Jacinto, CA 92583 (951) 654-1555	
	STK Architecture, Inc. Lake Gregory Regional Park, Crestline Area San Bernardino County, CA	
	Drawn By: ES	Project No. F205-003
	1"=20'	Date: August 2023

***APPENDIX B –
Laboratory Testing***

NOT FOR BID

APPENDIX B

LABORATORY TESTING

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

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

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

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

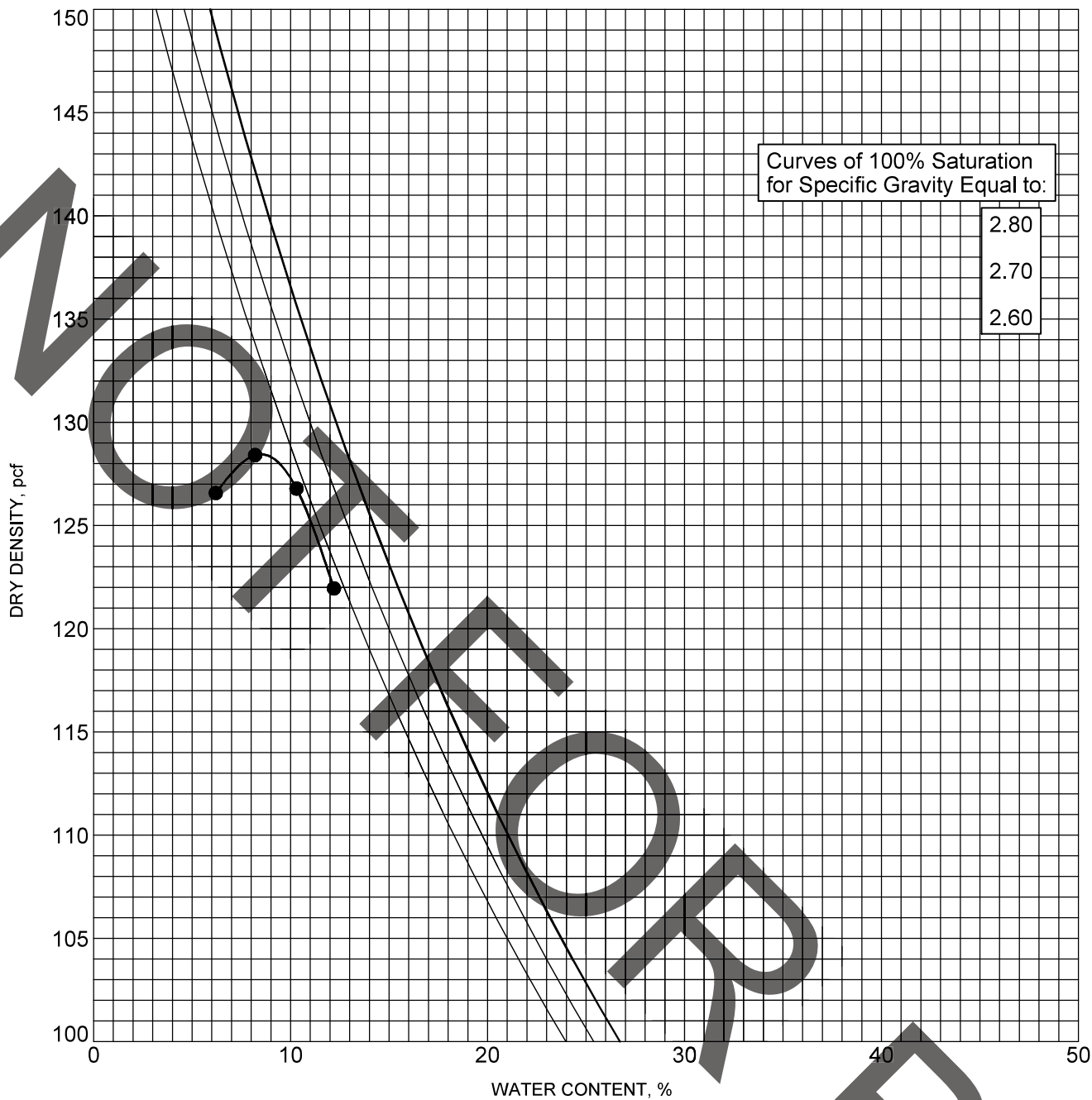
Plastic Index: One sample was selected for plastic index testing in accordance with ASTM D4318. These tests provide information regarding soil plasticity and are also used for developing classifications for the soil in accordance with the Unified Classification System. The results of the testing are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

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

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

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

IFE COMPACTION - GINT STD US LAB.GDT - 9/28/23 15:22 - P:\S\168\168-188 LAKE GREGORY-SAN MORITZ\GINT.GPJ



BOREHOLE	DEPTH	Description of Materials	Max DD	Optimum WC
● B-01	0.0	SILTY SAND(SM)	128.4 PCF	8.5 %

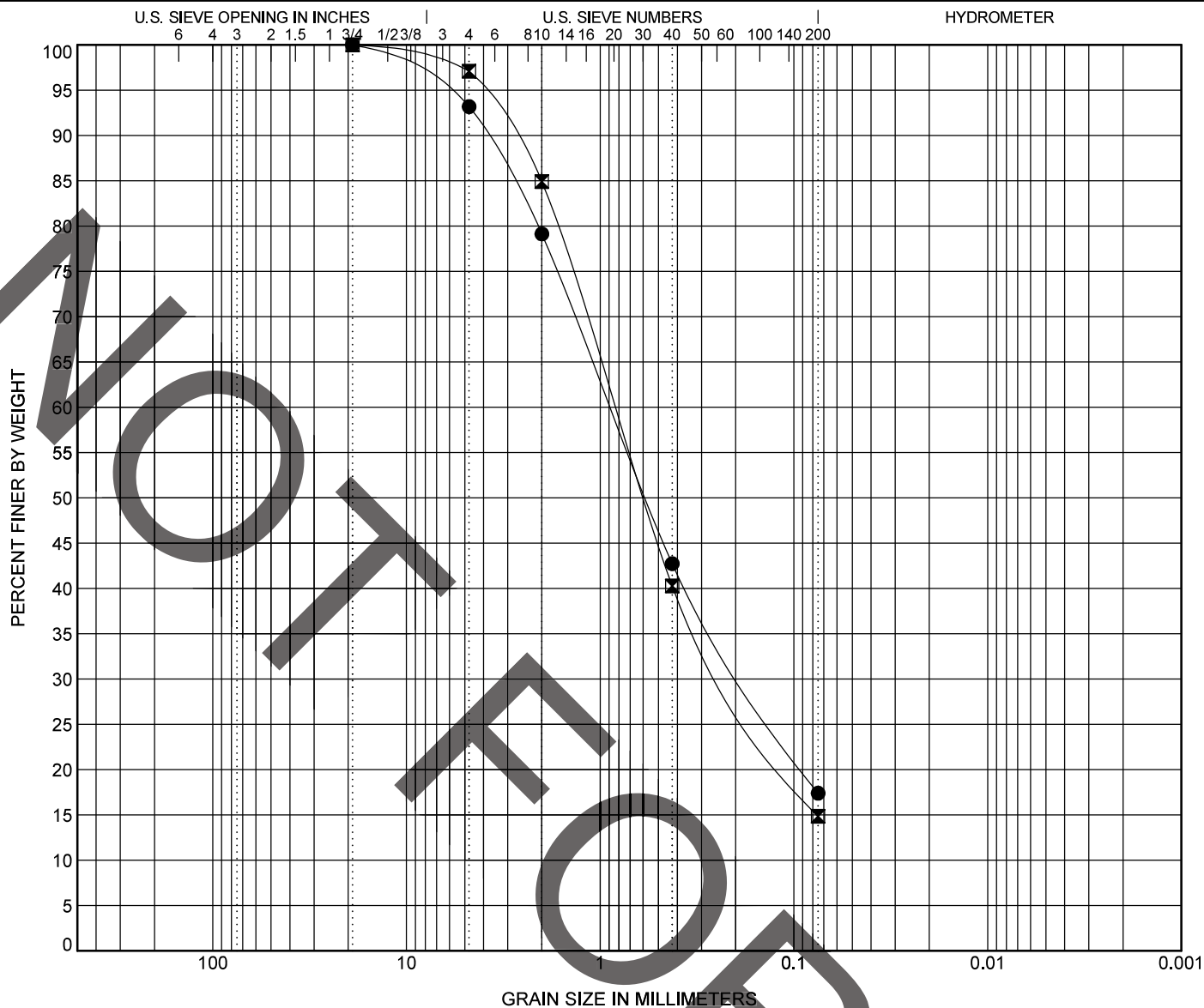
INLAND FOUNDATION ENGINEERING, INC.

MOISTURE-DENSITY CURVES (ASTM D1557)

FIGURE NO. B-2

CLIENT	STK	PROJECT NAME	Lake Gregory San Moritz Prefab Restroom
PROJECT NUMBER	S168-188	PROJECT LOCATION	Lake Gregory Regional Park
			Crestline area, San Bernardino County, CA

IFE SIEVE ANALYSIS - GINT STD US LAB.GDT - 9/28/23 16:21 - P:\S168\S168-188 LAKE GREGORY-SAN MORITZ\GINT.GPJ



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

SAMPLE	DEPTH	Classification					LL	PL	PI	Cc	Cu
● B-01	0.0	SILTY SAND (SM)					NP	NP	NP		
✕ B-01	2.8	SILTY SAND (SM)									
BOREHOLE	DEPTH	D100	D90	D50	D10	%Gravel	%Sand	%Silt	%Clay		
● B-01	0.0	19	3.905	0.579		6.8	75.8		17.4		
✕ B-01	2.8	19	2.872	0.596		2.9	82.2		14.8		

GRADATION CURVES (ASTM D6913, ASTM D4318)

INLAND FOUNDATION ENGINEERING, INC.

FIGURE NO. B-3

CLIENT	STK	PROJECT NAME	Lake Gregory San Moritz Prefab Restroom
PROJECT NUMBER	S168-188	PROJECT LOCATION	Lake Gregory Regional Park
			Crestline area, San Bernardino County, CA

**AP Engineering and Testing, Inc.**

DBE | MBE | SBE

2607 Pomona Boulevard | Pomona, CA 91768

t. 909.869.6316 | f. 909.869.6318 | www.aplaboratory.com**CORROSION TEST RESULTS**Client Name: Inland Foundation EngineeringAP Job No.: 23-0930Project Name: STK - San Moritz Prefab RestroomDate: 09/18/23Project No.: S168-188

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

NOTES:

Resistivity Test and pH: California Test Method 643

Sulfate Content : California Test Method 417

Chloride Content : California Test Method 422

ND = Not Detectable

NA = Not Sufficient Sample

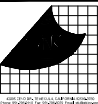
NR = Not Requested

SAN BERNARDINO COUNTY
LAKE GREGORY REGIONAL PARK
SAN MORITZ - PREFAB RESTROOM

PROJECT # 10.10.1398
24746 SAN MORITZ WAY
CRESTLINE, CA 92335

SHEET INDEX

TU	- TITLE SHEET
CIVIL	
CU	- PRECISE GRADING PLAN
CL	- UTILITY PLAN
CL3	- DETAILS AND NOTES
CL4	- EROSION CONTROL
ARCHITECTURAL	
AQ1	- UTILITY PLAN - SITE
AI	- SITE PLANS AND SITE DETAILS
A20	- PREFABRICATED RESTROOM BUILDING
A21	- PREFABRICATED RESTROOM BUILDING
ELECTRICAL	
BU	- ELECTRICAL LEGENDS AND NOTES
BU2	- SINGLE LINE DIAGRAM
BU	- ELECTRICAL SITE PLAN
BU	- ELECTRICAL DETAILS



CONSULTANT

PROJECT ADMINISTERED BY:
SAN BERNARDINO COUNTY
REAL ESTATE SERVICES
DEPARTMENT -
PROJECT MANAGEMENT
DIVISION

385 N. JACOBSON BLVD.
SAN BERNARDINO, CA 92415

PROJECT NAME:
LAKE GREGORY
REGIONAL PARK
SAN MORITZ
PREFAB RESTROOM

PROJECT #002098

APN #: 0357-202-07

24746 SAN MORITZ WAY
CRESTLINE, CA 92335

SHEET INFORMATION

DATE	DESCRIPTION
01-23-23	04% SCL
04-25-23	04% SCL
05-05-23	04% SCL
05-25-23	04% SCL

SHEET INFORMATION

STK PROJECT #06714-05-23	AS NOTED
DATE	DECEMBER 2023
PLAT DATE	
DRAWING NAME	



SHEET TITLE

TITLE SHEET

SHEET NO.

T1.1

- GENERAL CONTRACTOR SHALL PROVIDE SURETY/BOND/IRREVOCABLE PERMITS FOR DURATION OF THE PROJECT AS REQUIRED AT NO ADDITIONAL COST TO OWNER.
- GENERAL CONTRACTOR SHALL PROVIDE AND PAY FOR ANY REQUIRED SURVEY WORK BY A LICENSED CALIFORNIA SURVEYOR.
- PREFABRICATED RESTROOM BUILDING, CONTRACTOR SHALL PERFORM THE FOLLOWING FOR BOTH SITES:
 - PREPARE THE SITE / BUILDING PAD TO ACCEPT THE BUILDING PER CIVIL DRAWINGS.
 - COORDINATE WITH OWNER & MANUFACTURER FOR ACCEPTANCE OF BUILDING INCLUDING OFF-LOADING & BUILDING PLACEMENT.
 - PROVIDE ALL UTILITY CONNECTIONS AS REQUIRED (WATER, SEWER & ELECTRICAL) PER REFERENCE DRAWINGS.

- THE GENERAL BUILDING CONTRACTOR SHALL SUBMIT TO THE COUNTY OF SAN BERNARDINO DEPARTMENT OF BUILDING AND SAFETY THE FOLLOWING DOCUMENTS FOR REVIEW AND APPROVAL PRIOR TO OBTAINING BUILDING PERMIT:
 - A. DEFERRED SUBMITTAL / SEPARATE PERMITS

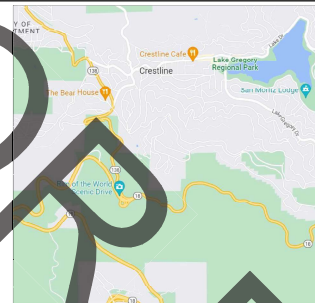
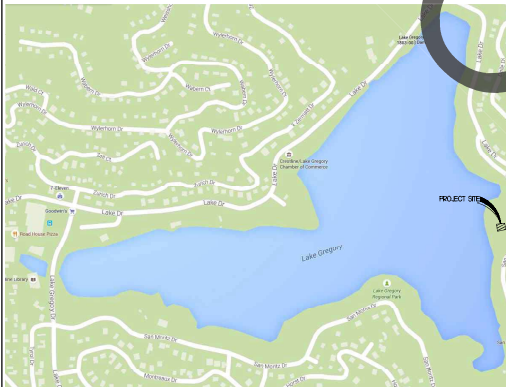
THE FOLLOWING ARE UNDER DEFERRED SUBMITTAL/SEPARATE PERMITS TO BE OBTAINED BY THE GENERAL CONTRACTOR:

1. PREFABRICATED RESTROOM BUILDING

SUBMITTAL DOCUMENTS (PLANS & CALCULATIONS FOR DEFERRED ITEMS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD, WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE STRUCTURE. THE DEFERRED ITEMS SHALL NOT BE INSTALLED UNTIL THESE DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

5. THERE ARE NO AS BUILT PLANS FOR UNDERGROUND UTILITIES AND IRRIGATION AVAILABLE. CONTRACTOR SHALL TAKE PRECAUTIONS TO LOCATE ALL UNDERGROUND UTILITIES AND IRRIGATION LINES TO AVOID DAMAGE PRIOR TO EXCAVATION. CONTRACTOR SHALL REMOVE, RELOCATE, AND/OR REPAIR ANY UTILITIES AND/OR IRRIGATION LINES FOUND TO BE IN CONFLICT WITH THE NEW CONSTRUCTION AT NO ADDED COST TO OWNER TO PROVIDE A FULLY FUNCTIONAL SYSTEM.

6. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ENCROACHMENT PERMITS FOR ALL WORK THAT OCCURS IN THE PUBLIC RIGHT OF WAY. GC SHALL PAY PERMIT FEES AND PROVIDE ALL REQUIRED DOCUMENTS INCLUDING A TRAFFIC CONTROL PLAN ETC. AS REQUIRED BY COUNTY TRANSPORTATION.



VICINITY MAP

ASSESSOR'S PARCEL NUMBER: 033-7202-07

LIST OF APPLICABLE CODES

ALL WORK SHALL COMPLY WITH CURRENTLY ADOPTED:

2022 CALIFORNIA BUILDING CODE (CBC) PART 3, TITLE 24 CODE

2022 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 CODE

2022 CALIFORNIA ELECTRICAL CODE (CEC) PART 5, TITLE 24 CODE

2022 CALIFORNIA PLUMBING CODE (CPC) PART 5, TITLE 24 CODE

2022 CALIFORNIA GREEN BUILDING STANDARDS CODE

2022 CALIFORNIA ENERGY CODE

AMERICAN WITH DISABILITIES ACT (ADA) WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN AND USE (ENFORCE TO TITLE II)

OWNER

SAN BERNARDINO COUNTY
REAL ESTATE SERVICES DEPARTMENT
PROJECT DEVELOPMENT DIVISION
GLORIA LOPEZ-OLIVERA, PROJECT MANAGER
385 N. JACOBSON BLVD., 3RD FLOOR
SAN BERNARDINO, CA 92415
PHONE: (909) 387-5000

ARCHITECTURAL

STK ARCHITECTURAL, INC.
10017 PULASKI, ARCHITECT
4009 ZENO DR., SUITE 105
TERRACOTA, CA 92590
PHONE: (909) 296-7800
FAX: (909) 296-0779

CIVIL ENGINEER

BSC INC.
MATT BLUM
165 W. REDLANDS BLVD.
REDLANDS, CA 92350
PHONE: (909) 890-8900

ELECTRICAL ENGINEER

DESIGN WEST ENGINEERING
ADAM J. JENSEN
1405 BUSINESS CENTER DR., SUITE 205
SAN BERNARDINO, CA 92410
PHONE: (909) 850-5700
FAX: (909) 850-5770

NOTES TO GENERAL CONTRACTOR

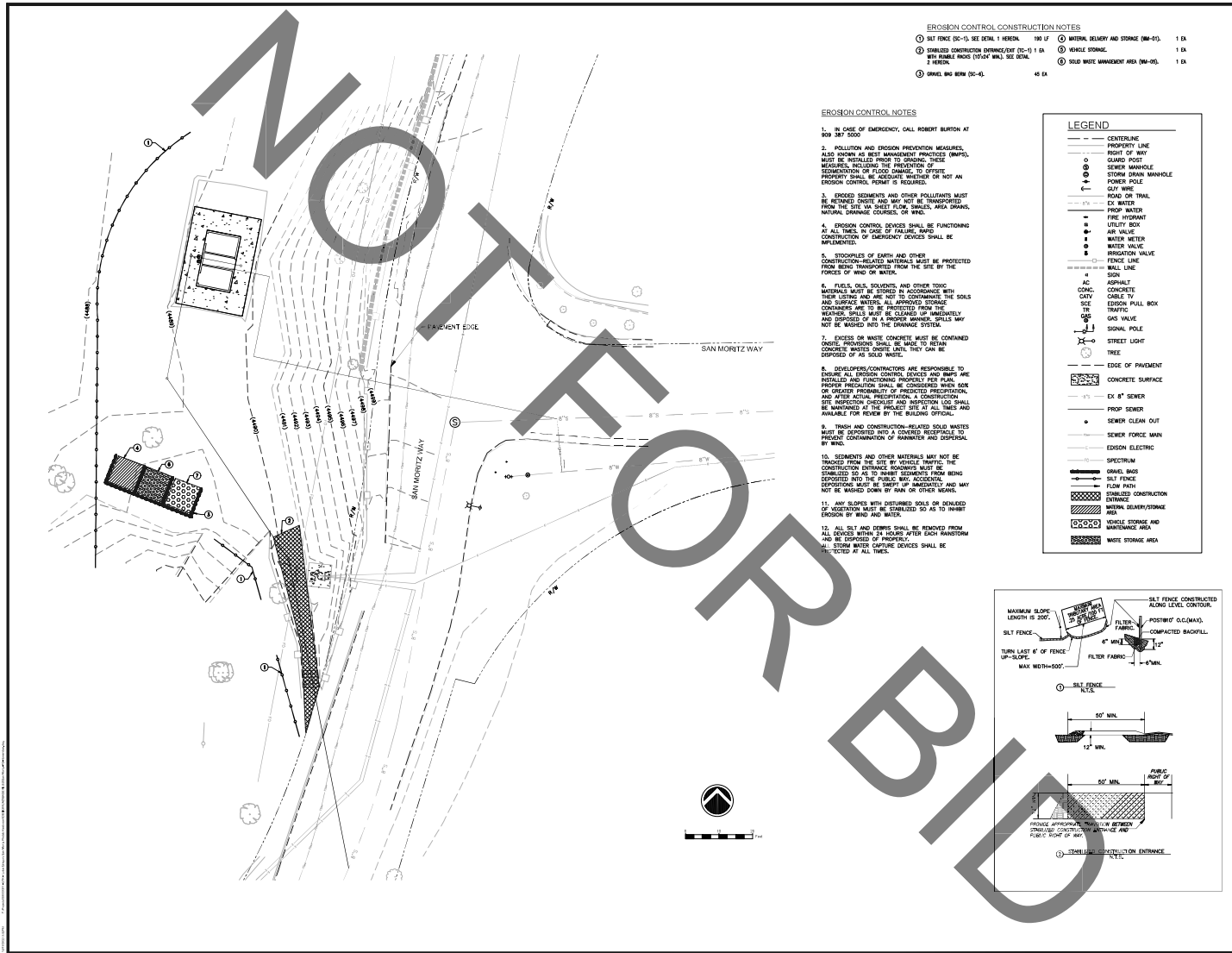
LOCATION MAP

NTS

CODE ANALYSIS

PROJECT TEAM





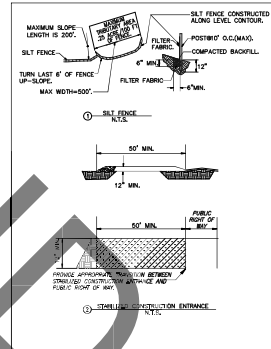
- EROSION CONTROL CONSTRUCTION NOTES**
- 1. SILT FENCE (DC-15, SEE DETAIL 100-1) 1 EA
 - 2. SLOPED CONSTRUCTION ENTRANCE (DC-1) 1 EA
 - 3. SLOPED CONSTRUCTION ENTRANCE (DC-1) 1 EA
 - 4. SLOPED CONSTRUCTION ENTRANCE (DC-1) 1 EA
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EROSION CONTROL NOTES

1. IN CASE OF EMERGENCY, CALL ROBERT BURTON AT 805 397 5500.
2. POLLUTION AND EROSION PREVENTION MEASURES, ALSO KNOWN AS BEST MANAGEMENT PRACTICES (BMPs), MUST BE INSTALLED PRIOR TO GRADING. THESE MEASURES, INCLUDING THE PREVENTION OF SEDIMENTATION OR EROSION DAMAGE, TO PROTECT PROPERTY SHALL BE ACCORDING WHETHER OR NOT AN EROSION CONTROL PERMIT IS REQUIRED.
3. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE REMOVED IMMEDIATELY AND NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SHAKES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR RIVERS.
4. EROSION CONTROL DEVICES SHALL BE FUNCTIONING AT ALL TIMES. IN CASE OF FAILURE, REPAIRS OR CONSTRUCTION OF EMERGENCY DEVICES SHALL BE IMPLEMENTED.
5. STOCKPILES OF EARTH AND OTHER CONSTRUCTION-RELATED MATERIALS MUST BE PROTECTED FROM WIND TRANSPORTATION FROM THE SITE BY THE CONSTRUCTION OF EMERGENCY DEVICES SHALL BE IMPLEMENTED.
6. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS AND TO BE PROTECTED FROM THE WIND. MATERIALS MUST BE CLEANED IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
7. EXCESS OR WASTE CONCRETE MUST BE CONTAINED. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTE. CONCRETE SHALL NOT BE DISPOSED OF IN THE DRAINAGE SYSTEM.
8. DEVELOPERS/CONTRACTORS ARE RESPONSIBLE TO ENSURE ALL EROSION CONTROL DEVICES AND BMPs ARE INSTALLED AND FUNCTIONING PROPERLY PER PLAN. PROPER MAINTENANCE SHALL BE CONSIDERED WHEN DONE OR WASTED PROBABLY OF INSTALLED INSPECTION, AND AFTER ACTIVE PREVENTION, A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE BUILDING OFFICIAL.
9. TRAILS AND CONSTRUCTION-RELATED SOLID WASTES MUST BE REMOVED INTO A CONTAINER RESPONSIBLE TO PREVENT CONTAMINATION OF HUMANS AND DISPENSAL BY WIND.
10. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE CONSIDERED SO AS TO AVOID SEDIMENTATION FROM BEING DEPOSITED INTO THE PUBLIC ROW. ACCORDING TO THE SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE BUILDING OFFICIAL.
11. ANY SLOPES WITH DISTURBED SOILS OR DENuded EROSION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
12. ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WITHIN 24 HOURS AFTER EACH RAINFALL AND BE DISPOSED OF PROPERLY.
13. ALL TORN WATER CAPTURE DEVICES SHALL BE PROTECTED AT ALL TIMES.

LEGEND

- CENTERLINE
- PROPERTY LINE
- RIGHT OF WAY
- CURB POST
- SEWER MANHOLE
- STORM DRAIN MANHOLE
- POWER POLE
- GUY WIRE
- ROAD OR TRAIL
- E2 WATER
- PROP WATER
- FIRE HYDRANT
- UTILITY BOX
- AIR VALVE
- WATER METER
- WATER VALVE
- IRREGULAR VALVE
- FENCE LINE
- WALL LINE
- SIGN
- ASPHALT
- CONCRETE
- CABLE TV
- EROSION PULL BOX
- TRAFFIC
- GAS VALVE
- SIGNAL POLE
- STREET LIGHT
- TREE
- EDGE OF PAVEMENT
- CONCRETE SURFACE
- EX 8" SEWER
- PROP SEWER
- SEWER CLEAN OUT
- SEWER FORCE MAIN
- EROSION ELECTRIC
- SPECTRUM
- GRASS, BARS
- SILT FENCE
- FLOW PATH
- SLOPED CONSTRUCTION ENTRANCE
- STORM SEWER/STORAGE AREA
- WASTE STORAGE AND MAINTENANCE AREA
- WASTE STORAGE AREA





CONSULTANTS:

TRSC
Engineering Resources of Southern California
1561 N. Redondo Blvd., Rm. 70
Redondo Beach, CA 90273
P: (310) 890-1700
F: (310) 890-0995

PROJECT ADMINISTERED BY:
SAN BERNARDINO COUNTY
REAL ESTATE SERVICES
DEPARTMENT -
PROJECT MANAGEMENT
DIVISION

385 N. ARROWHEAD AVE.
SAN BERNARDINO, CA 92415

PROJECT NAME:
LAKE GREGORY
REGIONAL PARK
SAN MORTIZ
PREFAB RESTROOM

PROJECT #05101398

APN # 0337-202-07

DEVELOPER: SAN MORTIZ WAY
CREATING, CA 92335

ISSUE INFORMATION:

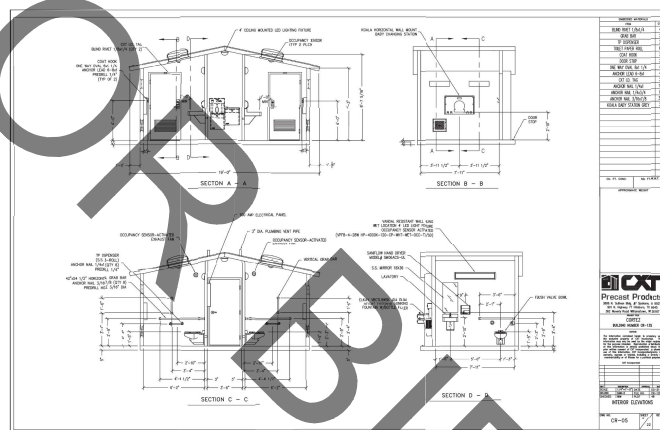
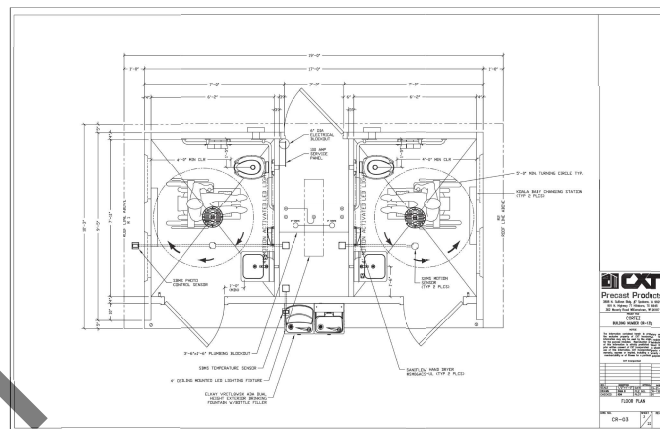
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10-02-2003	FOR DESIGN DEVELOPMENT
12-18-2011	REV
01-12-2014	REV

SHEET INFORMATION:

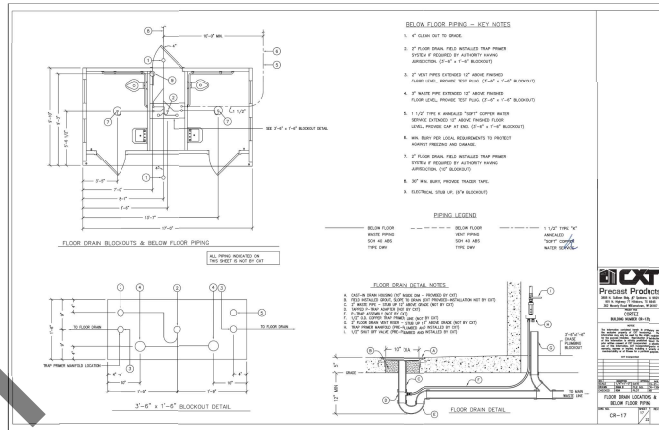
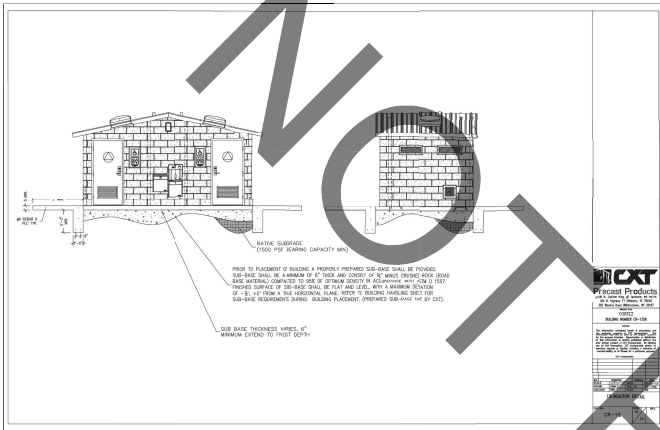
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SCALE: AS NOTED
DATE: DECEMBER 2023
PLOT DATE:
DRAWING NAME:
SEAL:

SHEET TITLE:
EROSION CONTROL

SHEET NO:
C1.4

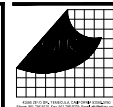


FOR REFERENCE ONLY



NOTES:
THE DRAWING & NOTES SHOWN ON THIS SHEET IS FOR INFORMATION & REFERENCE ONLY. THIS STRUCTURE IS AN OWNER PURCHASED & DELIVERED TO THE SITE INCLUDING CRANE SERVICES. CONTRACTOR TO COORDINATE WITH OWNER FOR BUILDING DELIVERY & ACCEPTANCE. CONTRACTOR SHALL PROVIDE ALL UTILITY CONNECTIONS AS REQUIRED.

FOR REFERENCE ONLY



CONSULTANT

PROJECT ADMINISTERED BY:
SAN BERNARDINO COUNTY
REAL ESTATE SERVICES
DEPARTMENT -
PROJECT MANAGEMENT
DIVISION

385 N. JORDAN AVE.
SAN BERNARDINO, CA 92445

PROJECT NAME:
LAKE GREGORY
REGIONAL PARK
SAN MORITZ
PREFAB RESTROOM

PROJECT #00298

APR - 0933-002-07

24140 SAN MORITZ WAY
OCEVINE, CA 92552

ISSUE INFORMATION

DATE	DESCRIPTION
10/02/2020	10/02/20
01/07/21	01/07/21
01/08/21	01/08/21
01/08/21	01/08/21
01/08/21	01/08/21

SHEET INFORMATION

STC PROJECT NO. 614-09-23
SCALE: AS NOTED
DATE: DECEMBER 2020
PLOT DATE: -
DRAWING NAME:

SEAL:

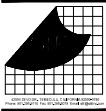
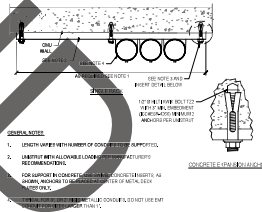
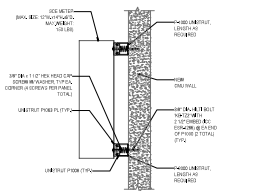
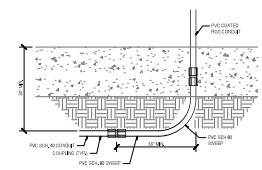
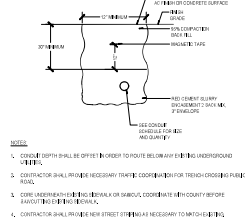
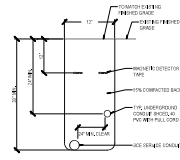
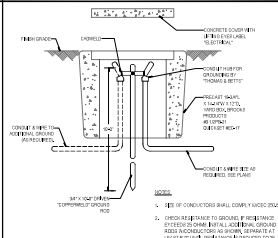


SHEET TITLE:

PREFABRICATED
RESTROOM

SHEET NO.:

A2.1



PROJECT ADMINISTERED BY:
SAN BERNARDINO COUNTY
REAL ESTATE SERVICES
DEPARTMENT -
PROJECT MANAGEMENT
DIVISION

385 N. ARROWHEAD AVE.
SAN BERNARDINO, CA 92415

PROJECT NAME:

LAKE GREGORY
REGIONAL PARK
SAN MORITZ
PREFAB RESTROOM

APN #: 0337-202-07

24746 SAN MORITZ WAY
CRESTLINE, CA 92325

ISSUE INFORMATION:	
DATE:	INFORMATION:

10-02-2023	50% DESIGN DEVELOPMENT
10-17-23	P.D. PROGRESS
12-08-23	CDs
12-18-23	CDs
01-23-24	BD

SHEET INFORMATION:

STK PROJECT NO.: 374-178-23
SCALE: AS NOTED

DATE: DECEMBER 2023
PLOT DATE: —

DRAWING NAME: _____



SHEET TITLE:
ELECTRICAL
DETAILS

DEFINES

SHEET NO.:

E3.1

23-248