

**BIDDING DOCUMENTS**

**FOR THE**

**BUENA PARK SCHOOL DISTRICT**

**FOR**

**PLAYGROUND EQUIPMENT AND SURFACES**

**AT**

**CHARLES G. EMERY ELEMENTARY SCHOOL**

**8600 Somerset Street**

**Buena Park, CA 90621**

**MABEL L. PENDLETON ELEMENTARY SCHOOL**

**7101 Stanton Avenue**

**Buena Park, CA 90621**

**ARTHUR F. COREY ELEMENTARY SCHOOL**

**7351 Holder Street**

**Buena Park, CA 90620**

**CARL E. GILBERT ELEMENTARY SCHOOL**

**7255 8<sup>th</sup> Street**

**Buena Park, CA 90621**

**JAMES A. WHITAKER ELEMENTARY SCHOOL**

**8401 Montana Avenue**

**Buena Park, CA 90621**

**Bid No. 13-2021**

**BUENA PARK SCHOOL DISTRICT**

**6885 Orangethorpe Ave, Buena Park, CA 90620 Address (714) 522-8412**

**SEPTEMBER 2021**

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## **NOTICE INVITING BIDS**

### **BUENA PARK SCHOOL DISTRICT**

NOTICE IS HEREBY GIVEN that the Buena Park School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive prior to **2:30 PM on the 18th day of October, 2021** sealed bids for the award of a Contract for the following:

BID NO. 13-2021

BUENA PARK SCHOOL DISTRICT – Elementary Schools Playground Equipment and Surfaces

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the Office of the Buena Park School District at **6885 Orangethorpe Ave Buena Park, California 90620** and shall be opened and publicly read aloud at the above state time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract Time is 156 calendar days.

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Prequalification of Bidders – Prequalification is required.

#### **Additive/ Deductive Bid Alternates (See Section 13 of Instruction to Bidders)**

If the District has included additive/ deductive alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with Public Contract Code section 20103.8:

- ☐ The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- ☐ The lowest bid shall be the lowest total of the bid prices on the base contract and the following additive or deductive items:  
  
No alternates
- ☐ The lowest bid shall be the lowest total of the bid prices on the base contract and the following additive or deductive items taken in order as listed below depending upon the available funds for this Project which is estimated at:
- ☐ The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the District before the ranking of all bidders from lowest to highest has been determined. The procedures the District will utilize to conceal the identity of any of the bidders will be as follows:

**\*\*Note:** Pursuant to Public Contract Code section 20103.8, the selection process selected does not preclude the District from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined.

### **Miscellaneous Information**

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

The bid documents are available free of charge via the Buena Park School District's website at <http://www.bpsd.us/requests/> or through Procore by emailing Ms. Karla Reveles [kreveles@telacu.com](mailto:kreveles@telacu.com).

There will be a mandatory Pre-Bid Conference on Monday, October 6th, 2021 starting at 8:00 AM at Emery Elementary School, 8600 Somerset Street, Buena Park, CA 90621

Pre-bid clarifications (RFIs) are to be submitted prior to 3:00 PM on Friday October 8th, 2021 through Procore.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class B or Class A License at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 et seq.

In accordance with California Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee

that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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 the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code 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.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made prior to the bid submitting a pre-bid RFI through Procore.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

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BUENA PARK SCHOOL DISTRICT

## **INSTRUCTIONS TO BIDDERS**

1. **Preparation of Bid Form.** Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. **Bid Security.** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. **Signature.** The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all other documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the

Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Pre-bid clarifications are to be submitted prior to **3:00 PM on Friday October 8th, 2021** through Procore. Requests received after this date shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Construction Manager not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Chief Financial Officer, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

**Buena Park School District  
Business Services  
6885 Orangethorpe Ave, Buena Park, CA 90620**

c. Appeal Review: The Chief Financial Officer or their designee shall review the decision on the bid protest from the Construction Manager and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Financial Officer or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall

state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of



California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

19. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, “or equal,” such specification shall be read as if the language “or equal” is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District’s Substitution Request Form (“Request Form”) and submit the completed Request Form as an Request for Clarification (see item 9 above) prior to the Request for Clarification cutoff date. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

Any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for

the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the

District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

25. DIR Registration of Contractor and Subcontractors. 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 the Labor Code, 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.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

The bid documents are available free of charge via Procore by emailing the Project Manager

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available

for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

## **CHECKLIST OF MANDATORY BID FORMS**

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Designation of Subcontractors
- ☐ Bid Form
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Request for Substitution Form
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity
- ☐ DVBE Participation Statement
- ☐ Contractor's Certificate Regarding Drug-Free Work Place
- ☐ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

## **DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

**DESIGNATION OF SUBCONTRACTORS FORM**

<b>Scope of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Type and Number</b>	<b>DIR Registration Number</b>	<b><i>E-Mail &amp; Telephone*</i></b>

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	E-Mail & Telephone*

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder

Representative:

Address:

Phone:





**BID FORM**  
**FOR**  
**ELEMENTARY SCHOOLS PLAYGROUND EQUIPMENT AND SURFACES**  
**BUENA PARK SCHOOL DISTRICT**  
**6885 Orangethorpe Ave, Buena Park, CA 90260**  
**Bid No. 13-2021**

FOR  
BUENA PARK SCHOOL DISTRICT

CONTRACTOR  
NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE:

(       ) \_\_\_\_\_

FAX:

(       ) \_\_\_\_\_

EMAIL

\_\_\_\_\_

TO: Buena Park School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID NO. 13-2021 ELEMENTARY SCHOOLS PLAYGROUND EQUIPMENT AND SURFACES

Elementary Schools Playground and Surfaces in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS (Including all allowances noted in the Special Conditions):

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

4. ALTERNATE BIDS: The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in the Specifications.

NO BID ALTERNATES

5. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the

Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required List of Designated Subcontractors is attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The Substitution Request Form, if applicable, is attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

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

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Class of License: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

17. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any

amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

---

Proper Name of Company

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Name of Bidder Representative

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Street Address

---

City, State, and Zip

---

( )

Phone Number

---

( )

Fax Number

---

E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION**  
**FORM**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

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(Signature)

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(Print)

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(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

## **NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_



## **BID GUARANTEE FORM**

### **(Use only when not using a Bid Bond)**

Accompanying this proposal is a cashier's check payable to the order of the Buena Park School District or a certified check payable to the order of the Buena Park School District in an amount equal to ten percent (10%) of the base bid and alternates (\$\_\_\_\_\_).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

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Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

## **BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Buena Park School District (hereafter called "District") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in \_\_\_\_\_ writing \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ construction \_\_\_\_\_ of \_\_\_\_\_.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California).

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## REQUEST FOR SUBSTITUTION

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic

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<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

4. The proposed Substitution does not affect the dimensions shown on the Drawings.
5. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
6. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
7. Maintenance and service parts will be available locally for the proposed substitution.
8. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
9. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

District: \_\_\_\_\_

By: \_\_\_\_\_

## **ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

TO: Buena Park School District

RE: Project Number \_\_\_\_\_

Construction Contract for \_\_\_\_\_

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

\_\_\_\_\_  
Contracting Party

\_\_\_\_\_  
Name of Agent/Title

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION**  
**STATEMENT**

Each bidder must complete this form in order to comply with the Buena Park School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Elementary Schools Playground Equipment and Surfaces:

Bid No.: \_\_\_\_\_

DSA No.: \_\_\_\_\_

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **1. CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Buena Park School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

By: \_\_\_\_\_  
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND  
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_ CONTRACTOR \_\_\_\_\_

By: \_\_\_\_\_  
Signature

[End of Bid Documents to be Submitted with Bid]



## **Exhibit A (Scope of Work)**

**Project Name:** Playground Equipment and Surfaces

**Project Location:** Charles G. Emery Elementary School, 8600 Somerset Street, Buena Park, CA 90621

**Bid Documents:** Project Documents are available on the District's web site.

*Project Bid Documents consist of*

*01 – Sheet A 0.5 Site and Logistics Plan dated 8/20/21*

*02- Miracle Recreation and Equipment Co. Installation Drawing # 144100 pages 1-5*

### **Construction Information:**

**Project Duration:** January 3rd, 2022 – January 28th, 2022

**Liquidated Damages:** \$500 Per. Calendar Day

**Prevailing Wage:** This project will use the Prevailing Wage rates with Certified Payroll Submitted to DIR and copied to TELACU Construction Management.

**Contractor Work Hours:** All construction and delivery activities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays, or as otherwise modified or amended. Sunday and/or Federal Holidays by request.

**Staging:** Contractor must coordinate with TELACU Construction Management for staging of materials and deliveries.

### **Addendum Items:**

- 1.
- 2.

**Site General Comments:** No smoking or substance use, professional construction attire, no interaction with staff & students. All correspondence and communication to be directed to TELACU Construction Management. Contractors shall not contact the District directly for information related to the project.

### **General Scope of Work:**

1. Completion of project no later than January 28th 2022.
2. Final grade (top of concrete) to be adjusted as required to provide adequate drainage.
3. Contractor to provide necessary traffic control as part of the base price.



4. Contractor to receive, unload, store in a secure place (under lock and key) within a five (5) mile radius of the Buena Park School District Offices, (6885 Orangethorpe Boulevard, Buena Park, CA, 90620) and insure Miracle Playground Equipment packages for the term of the project.
5. Contractor to load Miracle Playground Equipment packages, from the local storage container, and deliver to the site as is necessary, in order to meet the construction schedule and project completion date, as part of this contract.
6. Contractor to remove, dispose of and haul away old playground surfaces and their supports, and old playground equipment and install new playground equipment according to plan. All "old" posts that remain to be prepared (sanded, sealed, and primed), painted multiple coats, as required "to cover", 'cobalt blue' to match the new posts. Contractor to provide a "mock - up" of the newly painted old post(s).
7. Contractor to provide temporary fencing (orange construction "snow" fencing) including supporting 'T' posts (or equal) every four (4) feet, of the entire playground area under construction extended beyond the concrete curb, for the term of the project.
8. Contractor to schedule, manage and provide supervision of the installation of the new owner playground surface (12" owner provided cushioning material), as part of this contract.
9. Contractor to install all playground surfaces and equipment consistent with the requirements specified by the American Society for Testing and Materials (ASTM) ASTM F-1292 and ASTM F-1487.

**Additional Notes:**

1. District to provide purchase order for awarded contractor to bill against.
2. Contractor to provide all necessary State of California legal requirements including but not limited to: bonds, background checks, fingerprinting.
3. Contractor to be prequalified by Buena Park School District.
4. 5% retention to be released upon completion of final "punch walk" list prepared by TELACU Construction Management and Buena Park School District.
5. Contractor to provide project schedule in Microsoft Project format, prior to commencement of project.
6. Contractor to provide necessary certificates of insurance naming Buena Park School District and TELACU Construction Management as certificate holders and additional insured.



INSTALLATION INSTRUCTIONS  
TOP VIEW & FOOTING LAYOUT

PAGE  
1 OF 5

Charles G. EMERY <sup>Elementary School</sup> PRIMARY

8600 Somerset Street  
Buena Park, CA 90621

DRAWING NUMBER:  
144100

WORK ORDER NUMBER(S):  
144100

DATE:  
7/15/21

MIRACLE PLAYGROUND SALES

IMPORTANT SAFETY NOTE:

IT IS THE RESPONSIBILITY OF THE PLAYGROUND OWNER/  
OPERATOR TO ENSURE THAT THE APPROPRIATE TYPE AND DEPTH  
OF CUSHIONING MATERIAL (PROTECTIVE SURFACING) IS USED.  
THE CUSHIONING MATERIAL MUST BE INSTALLED AND MAINTAINED  
IN THE "USE ZONE" AREA UNDER AND ALL AROUND THE  
PLAYGROUND EQUIPMENT. FOR COMPLETE SURFACING AND USE  
ZONE INFORMATION, PLEASE REFER TO THE U.S. CONSUMER  
PRODUCT SAFETY COMMISSION'S (CPSC) "PUBLIC PLAYGROUND  
SAFETY HANDBOOK" SECTION 2.4 (SURFACING), SECTION 5.3  
(EQUIPMENT) AND SECTION 4.3 (MAINTENANCE).

THIS PLAY SYSTEM FOLLOWS THE RECOMMENDATIONS CONTAINED IN THE  
U.S. CONSUMER PRODUCT SAFETY COMMISSION'S "PUBLIC PLAYGROUND  
SAFETY HANDBOOK" REGARDING PLAYGROUND EQUIPMENT DESIGNED FOR:

5 - 12 YEAR OLD CHILDREN

THERE CAN BE LARGE DISPARITIES IN THE ABILITIES OF CHILDREN OF SIMILAR AGES.  
PARENTS MUST BE RESPONSIBLE FOR LIMITING THEIR CHILDREN TO THOSE ACTIVITIES  
THAT ARE APPROPRIATE AND SAFE FOR THEIR CHILDREN'S INDIVIDUAL ABILITIES.

MIRACLE RECREATION EQUIPMENT COMPANY

878 E. HWY 60

MONETT, MISSOURI 65708

PHONE: 1-800-523-4202

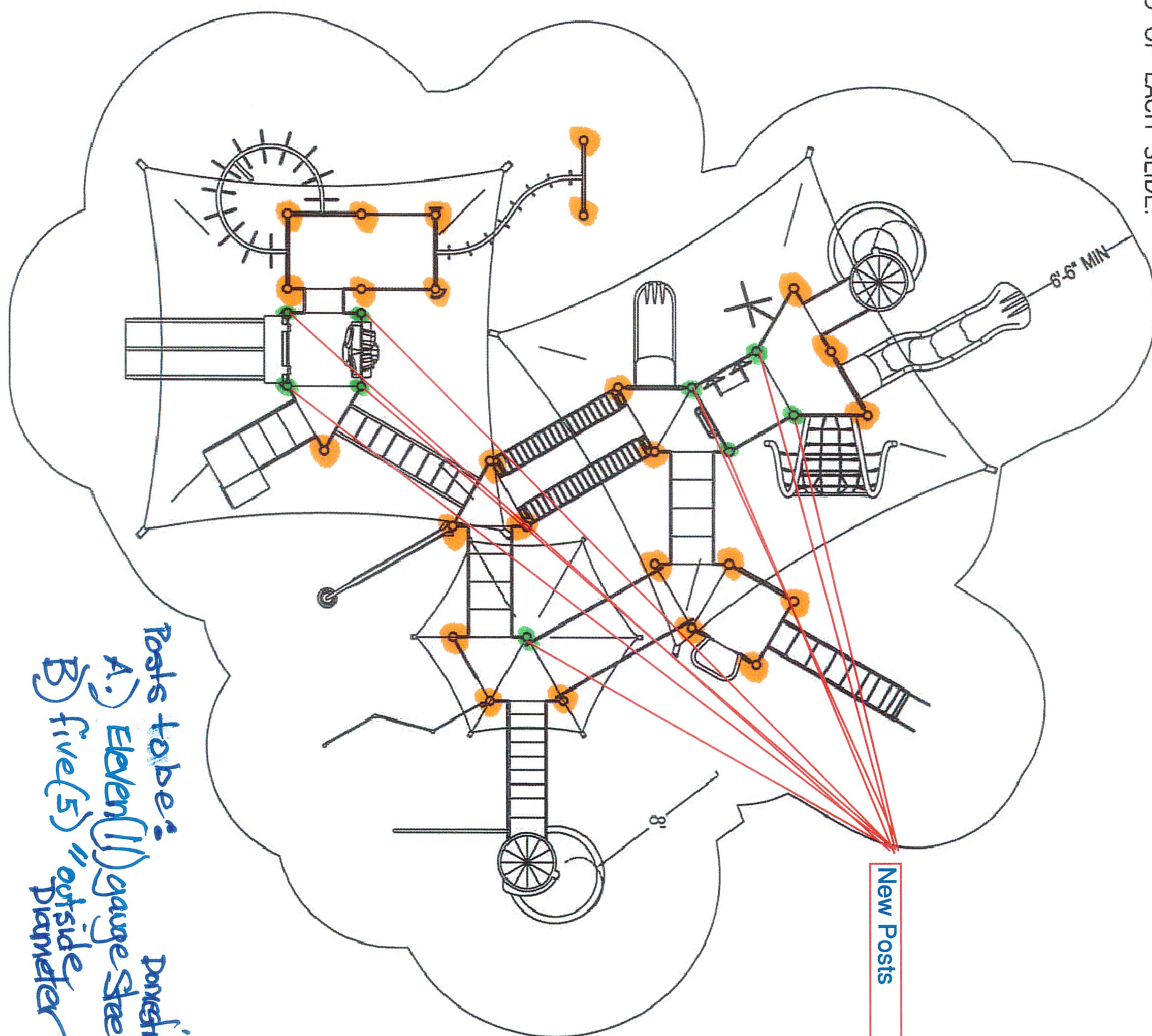


**IMPORTANT NOTE:**

THE LINE SHOWN AROUND THIS  
PLAYSYSTEM REPRESENTS THE  
PERIMETER OF THE MINIMUM  
"USE ZONE" REQUIRED. THIS  
"USE ZONE" MUST EXTEND AT  
LEAST SIX (6) FEET FROM ALL  
SIDES OF THE PLAYSYSTEM,  
EXCEPT AS SHOWN OFF THE  
END OF EACH SLIDE.

**USE ZONE**

SCALE: 1/8"=1'-0"



Posts to be:  
A.) Eleven (11) gauge steel  
B.) five (5) "outside  
diameter

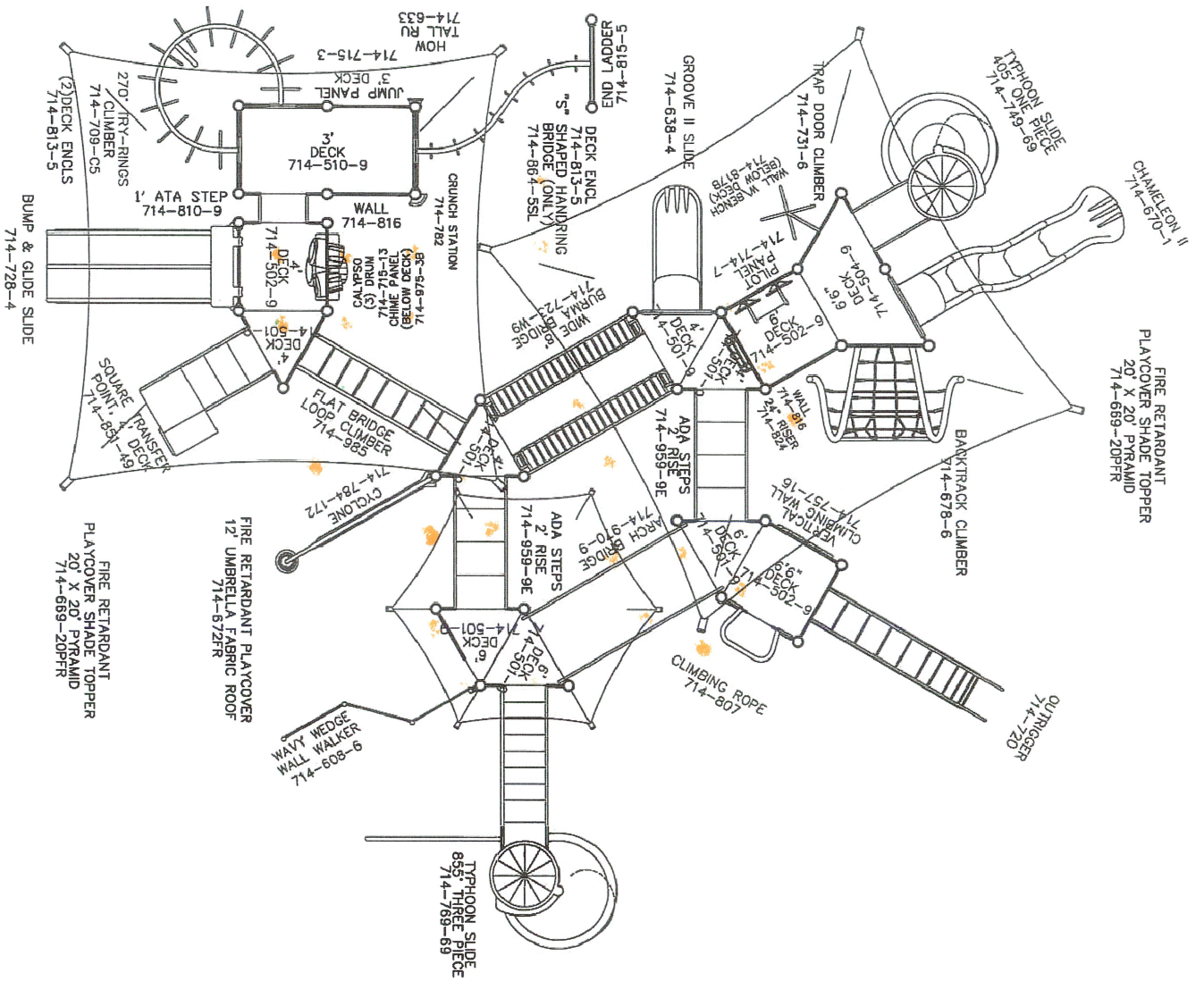
GROUND SPACE: 43' X 50' NINE (9) NEW POSTS  
PROTECTIVE AREA: 56' X 62' 'Old' Posts to be painted Cobalt blue ' 144100

to match new posts



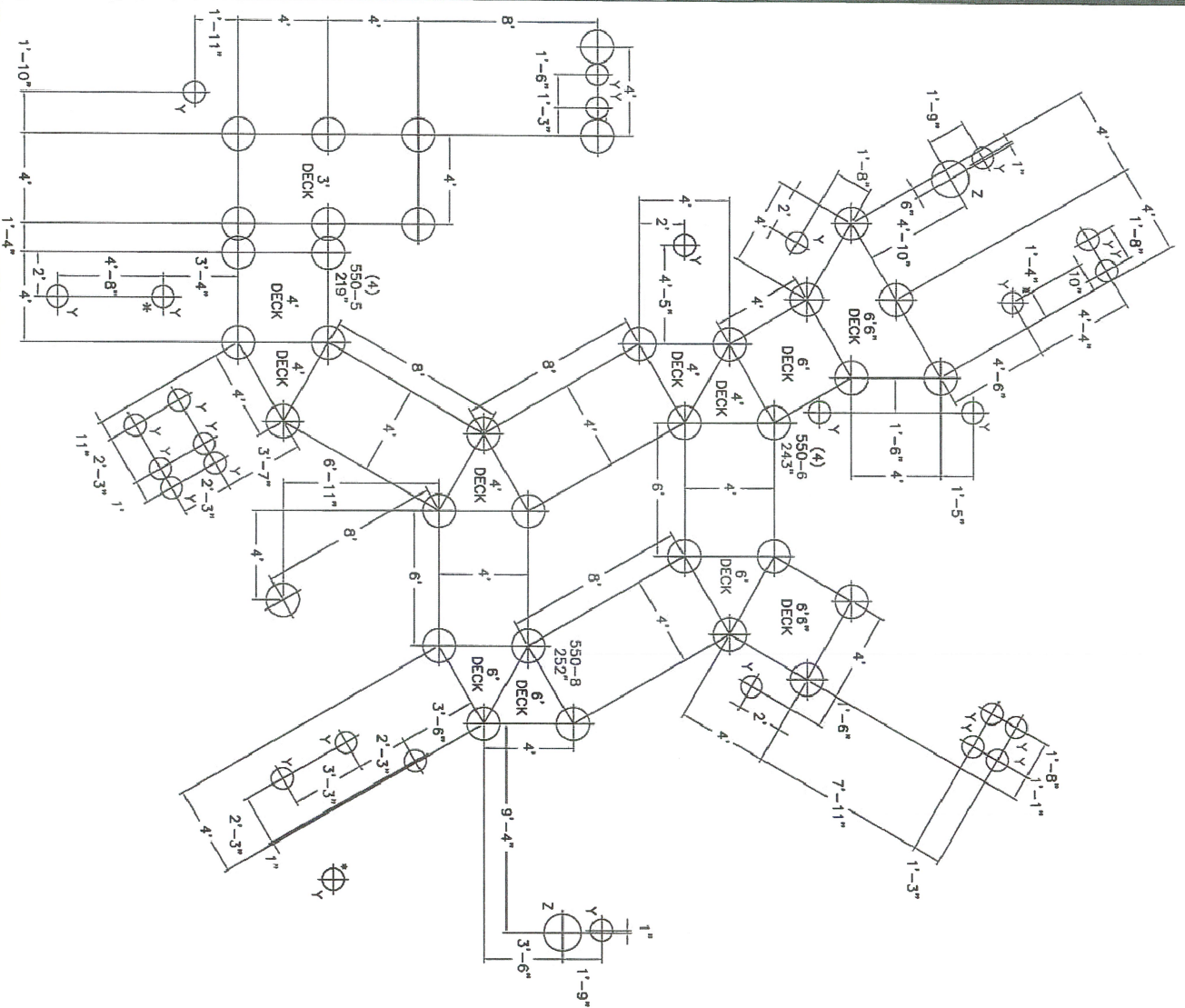
## SCAFF. 1"-6' 0"

PAGE 3 OF 5



144100

SCALE: 1" = 6'-0"



**IMPORTANT NOTE:** DO NOT POUR CONCRETE FOR FOOTINGS UNTIL ALL COMPONENTS ARE INSTALLED.



# FOOTING INFORMATION

PAGE  
5 OF 5

## POST LOCATION:

FOOTING	MODEL	POST LENGTH
AA.	714-520	144" & 132" POSTS.
BB.	714-576	204" POST.
B.	714-576	204" POST.
C.	714-571	106" POST.
D.	714-551	106" POST.
E.	714-552	136" POST.
F.	714-553	160" POST.
G.	714-554	178" POST.
H.	714-555	76" POST.
I.	714-556	196" POST.
J.	714-563	157" ARCH ROOF.
K.	714-565	181" ARCH ROOF.
L.	714-566	199" ARCH ROOF.
M.	714-572	144" POST.
N.	714-573	168" POST.
O.	714-574	186" POST.
P.	714-575	196" POST.
Q.	714-578	137" ARCH.
R.	714-583	157" ARCH.
S.	714-585	181" ARCH.
T.	714-586	199" ARCH.

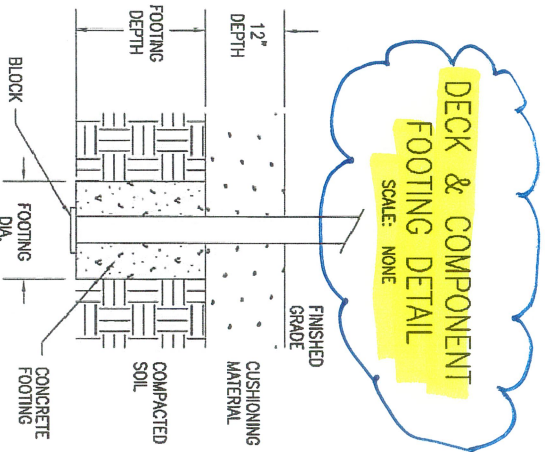
## FOOTING SCHEDULE:

AA.	30" DIA.	X 26" DEEP.
BB.	24" DIA.	X 26" DEEP.
B-T.	18" DIA.	X 24" DEEP.
U.	36" DIA.	X 18" DEEP.
V.	42" DIA.	X 18" DEEP.
W.	48" DIA.	X 18" DEEP.
X.	18" DIA.	X 24" DEEP.
Y.	12" DIA.	X 18" DEEP.
Z.	20" DIA.	X 42" DEEP.

\* LOCATIONS DETERMINED ON SITE.  
SEE INSTALLATION INSTRUCTIONS FOR  
SPECIFIC FOOTING SIZE AND LOCATION.

## FOOTING NOTES:

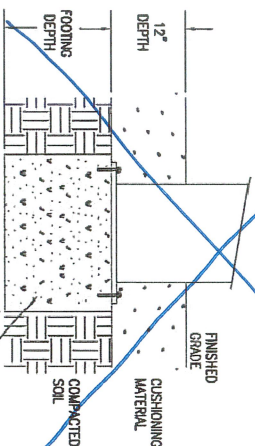
1. SOME EQUIPMENT LEGS MAY NOT REACH TO  
BOTTOM OF FOOTINGS.
2. ALLOW FOR BLOCK THICKNESS BY INCREASING  
FOOTING DEPTH WHEN APPLICABLE.



*Footings to be:  
A) 18" diameter x 18" deep  
with 12" of cushioning  
material above.*

## CENTER STAGE FOOTING DETAIL

SCALE: NONE



*B) 3250 PSI concrete  
C) utilize the deck component fig.*



## **Exhibit A (Scope of Work)**

**Project Name:** Playground Equipment and Surfaces

**Project Location:** Mabel L. Pendleton Elementary School, 7101 Stanton Avenue, Buena Park, CA 90621

**Bid Documents:** Project Documents are available on the District's web site.

*Project Bid Documents consist of*

*01 – Sheet A 1.0 Site and Logistics Plan dated 8/20/21*

*02- Miracle Recreation and Equipment Co. Installation Drawing # 144098 pages 1-5*

### **Construction Information:**

**Project Duration:** February 2<sup>nd</sup>, 2022 – February 28th, 2022

**Liquidated Damages:** \$500 Per. Calendar Day

**Prevailing Wage:** This project will use the Prevailing Wage rates with Certified Payroll Submitted to DIR and copied to TELACU Construction Management.

**Contractor Work Hours:** All construction and delivery activities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays, or as otherwise modified or amended. Sunday and/or Federal Holidays by request.

**Staging:** Contractor must coordinate with TELACU Construction Management for staging of materials and deliveries.

### **Addendum Items:**

- 1.
- 2.

**Site General Comments:** No smoking or substance use, professional construction attire, no interaction with staff & students. All correspondence and communication to be directed to TELACU Construction Management. Contractors shall not contact the District directly for information related to the project.

### **General Scope of Work:**

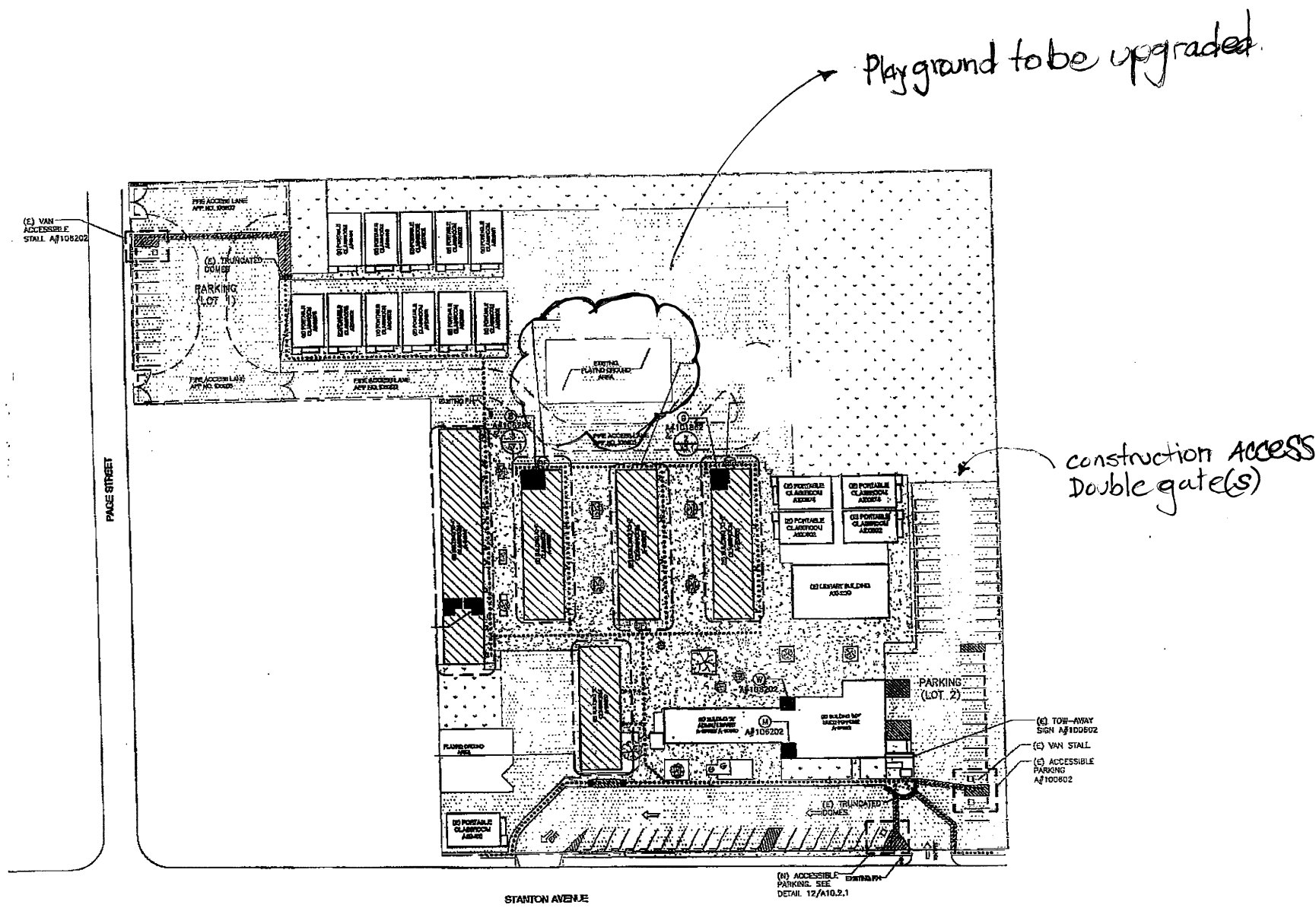
1. Completion of project no later than February 28th 2022.
2. Final grade (top of concrete) to be adjusted as required to provide adequate drainage.
3. Contractor to provide necessary traffic control as part of the base price.



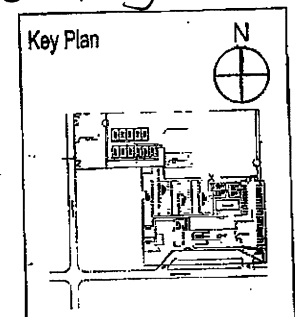
4. Contractor to receive, unload, store in a secure place (under lock and key) within a five (5) mile radius of the Buena Park School District Offices, (6885 Orangethorpe Boulevard, Buena Park, CA, 90620) and insure Miracle Playground Equipment packages for the term of the project.
5. Contractor to load Miracle Playground Equipment packages, from the local storage container, and deliver to the site as is necessary, in order to meet the construction schedule and project completion date, as part of this contract.
6. Contractor to remove, dispose of and haul away old playground surfaces and their supports, and old playground equipment and install new playground equipment according to plan. All "old" posts that remain to be prepared (sanded, sealed, and primed), painted multiple coats, as required "to cover", 'cobalt blue' to match the new posts. Contractor to provide a "mock - up" of the newly painted old post(s).
7. Contractor to provide temporary fencing (orange construction "snow" fencing) including supporting 'T' posts (or equal) every four (4) feet, of the entire playground area under construction extended beyond the concrete curb, for the term of the project.
8. Contractor to schedule, manage and provide supervision of the installation of the new owner playground surface (12" owner provided cushioning material), as part of this contract.
9. Contractor to install all playground surfaces and equipment consistent with the requirements specified by the American Society for Testing and Materials (ASTM) ASTM F-1292 and ASTM F-1487.

**Additional Notes:**

1. District to provide purchase order for awarded contractor to bill against.
2. Contractor to provide all necessary State of California legal requirements including but not limited to: bonds, background checks, fingerprinting.
3. Contractor to be prequalified by Buena Park School District.
4. 5% retention to be released upon completion of final "punch walk" list prepared by TELACU Construction Management and Buena Park School District.
5. Contractor to provide project schedule in Microsoft Project format, prior to commencement of project.
6. Contractor to provide necessary certificates of insurance naming Buena Park School District and TELACU Construction Management as certificate holders and additional insured.



# Site & Logistics Plan



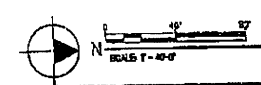
PENDLETON ELEMENTARY SCHOOL  
BUENA PARK SCHOOL DISTRICT

7101 STANTON ST.  
BUENA PARK, CA 90621

8-20-21

Drawing Number

A1.0



# INSTALLATION INSTRUCTIONS TOP VIEW & FOOTING LAYOUT

②

PAGE  
1 OF 5

Habel L

*Elementary School.*  
PENDLETON PRIMARY  
*7101 Stanton Ave.*  
*Buena Park CA. 90621*

DRAWING NUMBER:  
144098

WORK ORDER NUMBER(S):  
144098

DATE:  
7/15/21

MIRACLE PLAYGROUND SALES

## IMPORTANT SAFETY NOTE:

IT IS THE RESPONSIBILITY OF THE PLAYGROUND OWNER/ OPERATOR TO ENSURE THAT THE APPROPRIATE TYPE AND DEPTH OF CUSHIONING MATERIAL (PROTECTIVE SURFACING) IS USED. THE CUSHIONING MATERIAL MUST BE INSTALLED AND MAINTAINED IN THE "USE ZONE" AREA UNDER AND ALL AROUND THE PLAYGROUND EQUIPMENT. FOR COMPLETE SURFACING AND USE ZONE INFORMATION, PLEASE REFER TO THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "PUBLIC PLAYGROUND SAFETY HANDBOOK" SECTION 2.4 (SURFACING), SECTION 5.3 (EQUIPMENT) AND SECTION 4.3 (MAINTENANCE).

THIS PLAY SYSTEM FOLLOWS THE RECOMMENDATIONS CONTAINED IN THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S "PUBLIC PLAYGROUND SAFETY HANBOOK" REGARDING PLAYGROUND EQUIPMENT DESIGNED FOR:

**5 - 12 YEAR OLD CHILDREN**

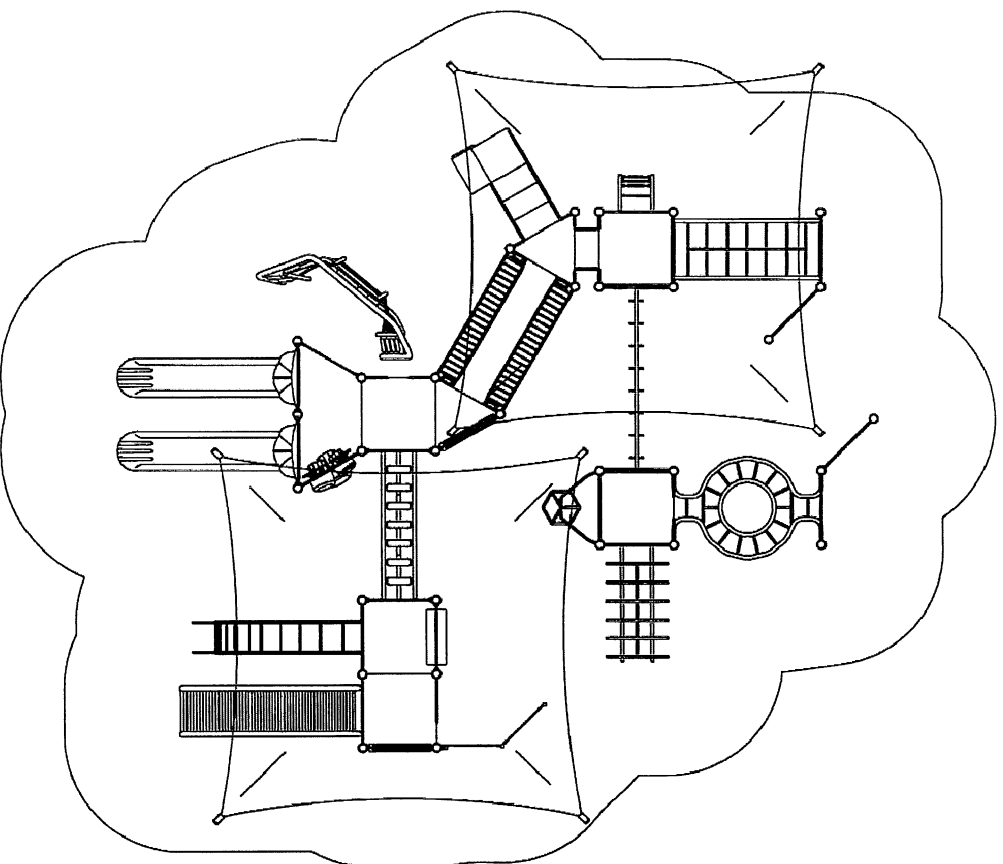
THERE CAN BE LARGE DISPARITIES IN THE ABILITIES OF CHILDREN OF SIMILAR AGES. PARENTS MUST BE RESPONSIBLE FOR LIMITING THEIR CHILDREN TO THOSE ACTIVITIES THAT ARE APPROPRIATE AND SAFE FOR THEIR CHILDREN'S INDIVIDUAL ABILITIES.

**MIRACLE RECREATION EQUIPMENT COMPANY**

878 E. HWY 60  
MONETT, MISSOURI 65708  
PHONE: 1-800-523-4202

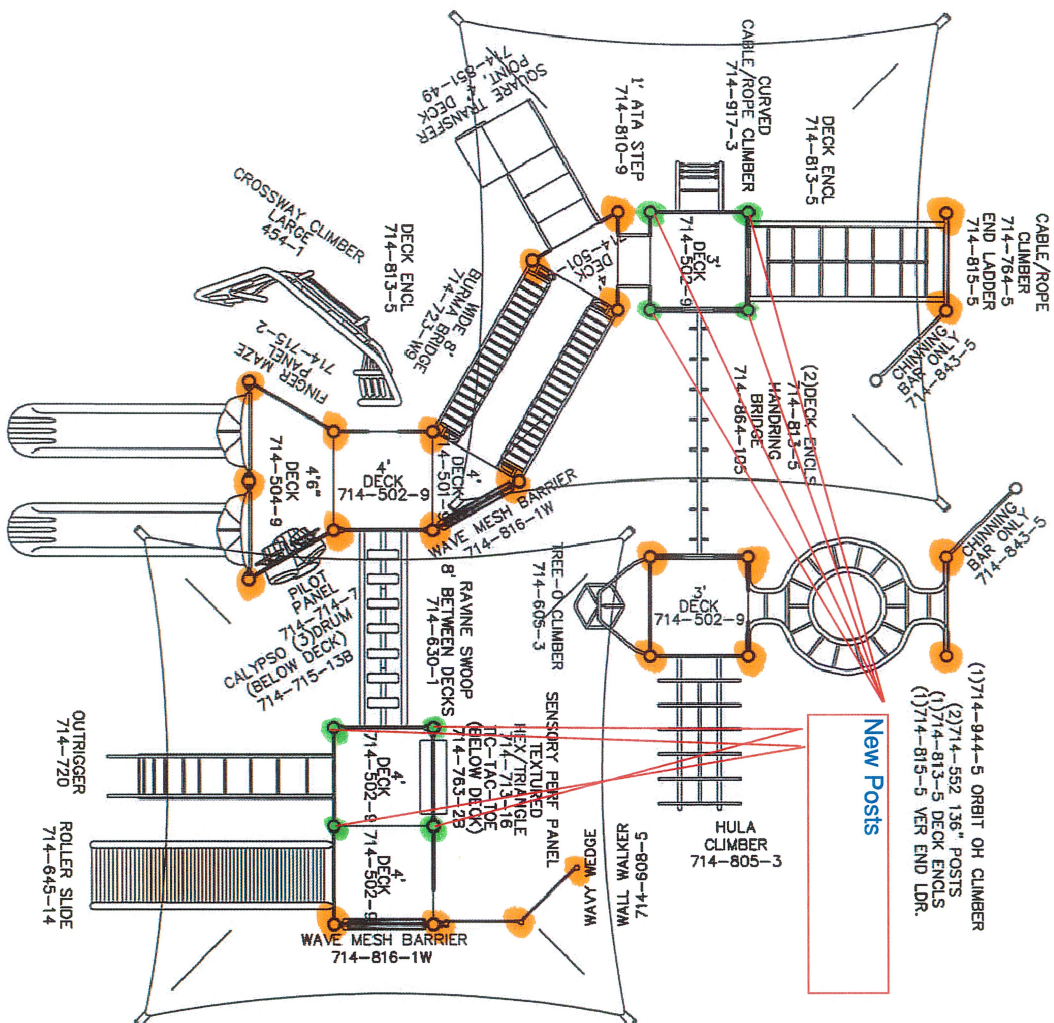


**IMPORTANT NOTE:**  
 THE LINE SHOWN AROUND THIS  
 PLAYSYSTEM REPRESENTS THE  
 PERIMETER OF THE MINIMUM  
 "USE ZONE" REQUIRED. THIS  
 "USE ZONE" MUST EXTEND AT  
 LEAST SIX (6) FEET FROM ALL  
 SIDES OF THE PLAYSYSTEM,  
 EXCEPT AS SHOWN OFF THE  
 END OF EACH SLIDE.



**GROUND SPACE: 34' X 42'**  
**PROTECTIVE AREA: 46' X 54'**

(1) 714-944-5 ORBIT OH CLIMBER  
(2) 714-552 136" POSTS  
{ 1) 714-813-5 DECK ENCLS  
(1) 714-815-5 VER END LDR.



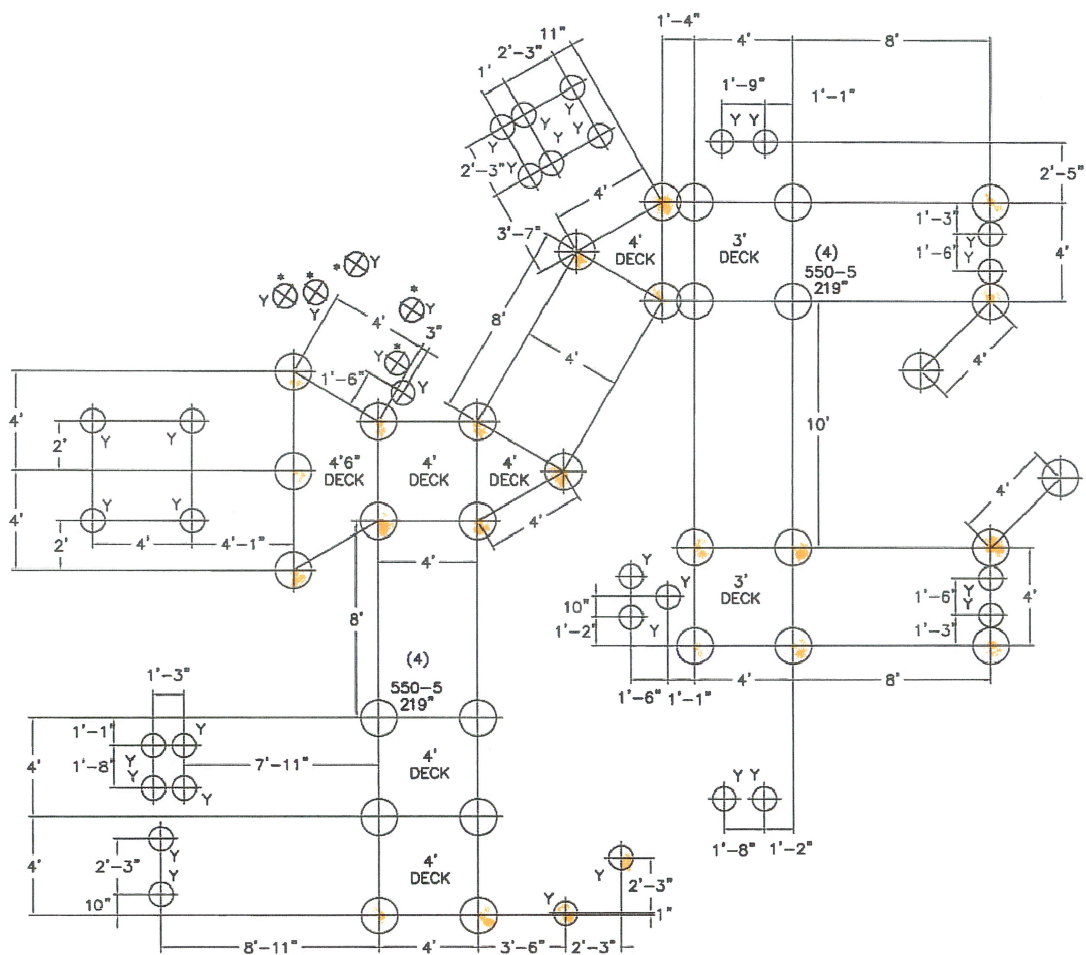
**FIRE RETARDANT  
PLAYCOVER SHADE TOPPER  
20' X 20' PYRAMID  
714-669-20PFR**

Posts to be:

- A) eleven (11) gauge domestic steel,
- B) five (5) " outside diameter.

144098

PAGE  
4 OF 5



**IMPORTANT NOTE: DO NOT POUR CONCRETE FOR FOOTINGS UNTIL ALL COMPONENTS ARE INSTALLED.**

144098

# FOOTING INFORMATION

PAGE  
5 OF 5

## POST LOCATION:

FOOTING	MODEL	POST LENGTH
AA.	714-520	144" & 132" POSTS.
BB.	714-576	204" POST.
B.	714-576	204" POST.
C.	714-571	106" POST.
D.	714-551	106" POST.
E.	714-552	136" POST.
F.	714-553	160" POST.
G.	714-554	178" POST.
H.	714-555	76" POST.
I.	714-556	196" POST.
J.	714-563	157" ARCH ROOF.
K.	714-565	181" ARCH ROOF.
L.	714-566	199" ARCH ROOF.
M.	714-572	144" POST.
N.	714-573	168" POST.
O.	714-574	186" POST.
P.	714-575	196" POST.
Q.	714-578	137" ARCH.
R.	714-583	157" ARCH.
S.	714-585	181" ARCH.
T.	714-586	199" ARCH.

## FOOTING SCHEDULE:

AA.	30" DIA.	X 26" DEEP.
BB.	24" DIA.	X 26" DEEP.
B-T.	18" DIA.	X 24" DEEP.
U.	36" DIA.	X 18" DEEP.
V.	42" DIA.	X 18" DEEP.
W.	48" DIA.	X 18" DEEP.
X.	18" DIA.	X 24" DEEP.
Y.	12" DIA.	X 18" DEEP.
Z.	20" DIA.	X 42" DEEP.

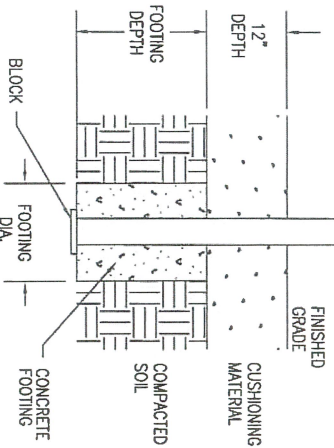
\* LOCATIONS DETERMINED ON SITE.  
SEE INSTALLATION INSTRUCTIONS FOR  
SPECIFIC FOOTING SIZE AND LOCATION.

## FOOTING NOTES:

1. SOME EQUIPMENT LEGS MAY NOT REACH TO BOTTOM OF FOOTINGS.
2. ALLOW FOR BLOCK THICKNESS BY INCREASING FOOTING DEPTH WHEN APPLICABLE.

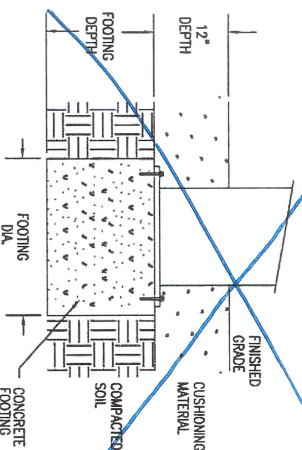
## DECK & COMPONENT FOOTING DETAIL

SCALE: NONE



## CENTER STAGE FOOTING DETAIL

SCALE: NONE



*Footings to be:*  
A) 18" diameter X 42" deep with 12" of cushioning material above.  
B) 3250 PSI Concrete  
C) utilize the deck component ftg. detail



## **Exhibit A (Scope of Work)**

**Project Name:** Playground Equipment and Surfaces

**Project Location:** Arthur F. Corey Elementary School, 7351 Holder Street, Buena Park, CA 90620

**Bid Documents:** Project Documents are available on the District's web site.

*Project Bid Documents consist of*

*01 – Sheet A 1.1 Site and Logistics Plan dated 8/20/21*

*02- Miracle Recreation and Equipment Co. Installation Drawing # 144096 pages 1-3*

### **Construction Information:**

**Project Duration:** March 1st, 2022 – March 28th, 2022

**Liquidated Damages:** \$500 Per. Calendar Day

**Prevailing Wage:** This project will use the Prevailing Wage rates with Certified Payroll Submitted to DIR and copied to TELACU Construction Management.

**Contractor Work Hours:** All construction and delivery activities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays, or as otherwise modified or amended. Sunday and/or Federal Holidays by request.

**Staging:** Contractor must coordinate with TELACU Construction Management for staging of materials and deliveries.

### **Addendum Items:**

- 1.
- 2.

**Site General Comments:** No smoking or substance use, professional construction attire, no interaction with staff & students. All correspondence and communication to be directed to TELACU Construction Management. Contractors shall not contact the District directly for information related to the project.

### **General Scope of Work:**

1. Completion of project no later than March 28<sup>th</sup> 2022.
2. Final grade (top of concrete) to be adjusted as required to provide adequate drainage.
3. Contractor to provide necessary traffic control as part of the base price.



4. Contractor to receive, unload, store in a secure place (under lock and key) within a five (5) mile radius of the Buena Park School District Offices, (6885 Orangethorpe Boulevard, Buena Park, CA, 90620) and insure Miracle Playground Equipment packages for the term of the project.
5. Contractor to load Miracle Playground Equipment packages, from the local storage container, and deliver to the site as is necessary, in order to meet the construction schedule and project completion date, as part of this contract.
6. Contractor to remove, dispose of and haul away old playground surfaces and their supports, and old playground equipment and install new playground equipment according to plan. All "old" posts that remain to be prepared (sanded, sealed, and primed), painted multiple coats, as required "to cover", 'cobalt blue' to match the new posts. Contractor to provide a "mock - up" of the newly painted old post(s).
7. Contractor to provide temporary fencing (orange construction "snow" fencing) including supporting 'T' posts (or equal) every four (4) feet, of the entire playground area under construction extended beyond the concrete curb, for the term of the project.
8. Contractor to schedule, manage and provide supervision of the installation of the new owner playground surface (12" owner provided cushioning material), as part of this contract.
9. Contractor to install all playground surfaces and equipment consistent with the requirements specified by the American Society for Testing and Materials (ASTM) ASTM F-1292 and ASTM F-1487.

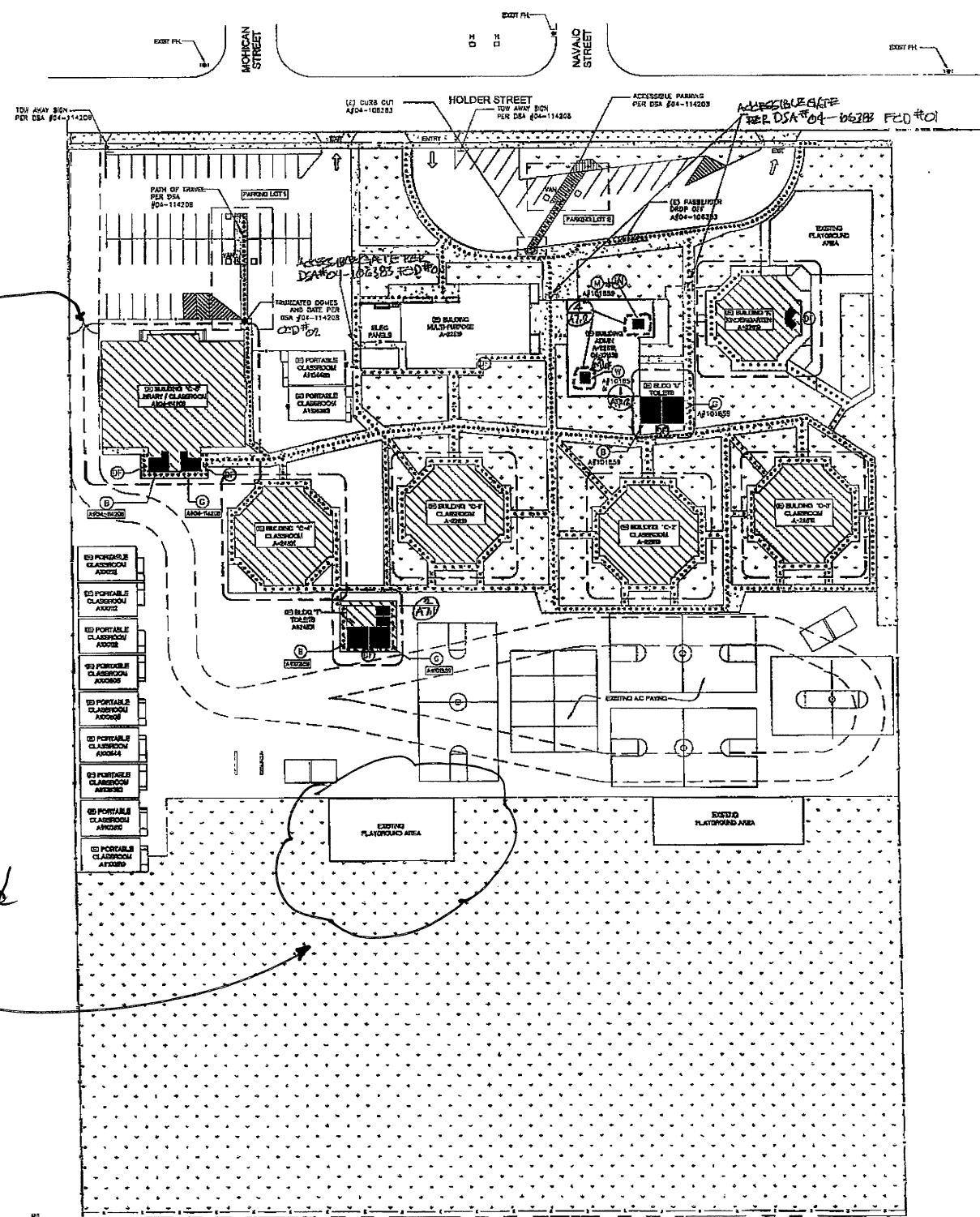
**Additional Notes:**

1. District to provide purchase order for awarded contractor to bill against.
2. Contractor to provide all necessary State of California legal requirements including but not limited to: bonds, background checks, fingerprinting.
3. Contractor to be prequalified by Buena Park School District.
4. 5% retention to be released upon completion of final "punch walk" list prepared by TELACU Construction Management and Buena Park School District.
5. Contractor to provide project schedule in Microsoft Project format, prior to commencement of project.
6. Contractor to provide necessary certificates of insurance naming Buena Park School District and TELACU Construction Management as certificate holders and additional insured.

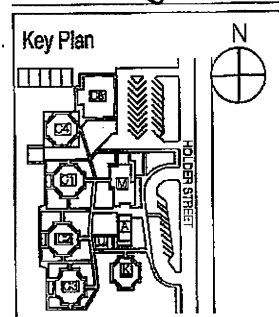


Construction Access  
Double Gate(s)

playground to be upgraded



Site & Logistics Plan



COREY ELEMENTARY SCHOOL

7351 HOLDER ST.,  
BUENA PARK, CA 90620

SITE PLAN

8.20.21

Drawing Number

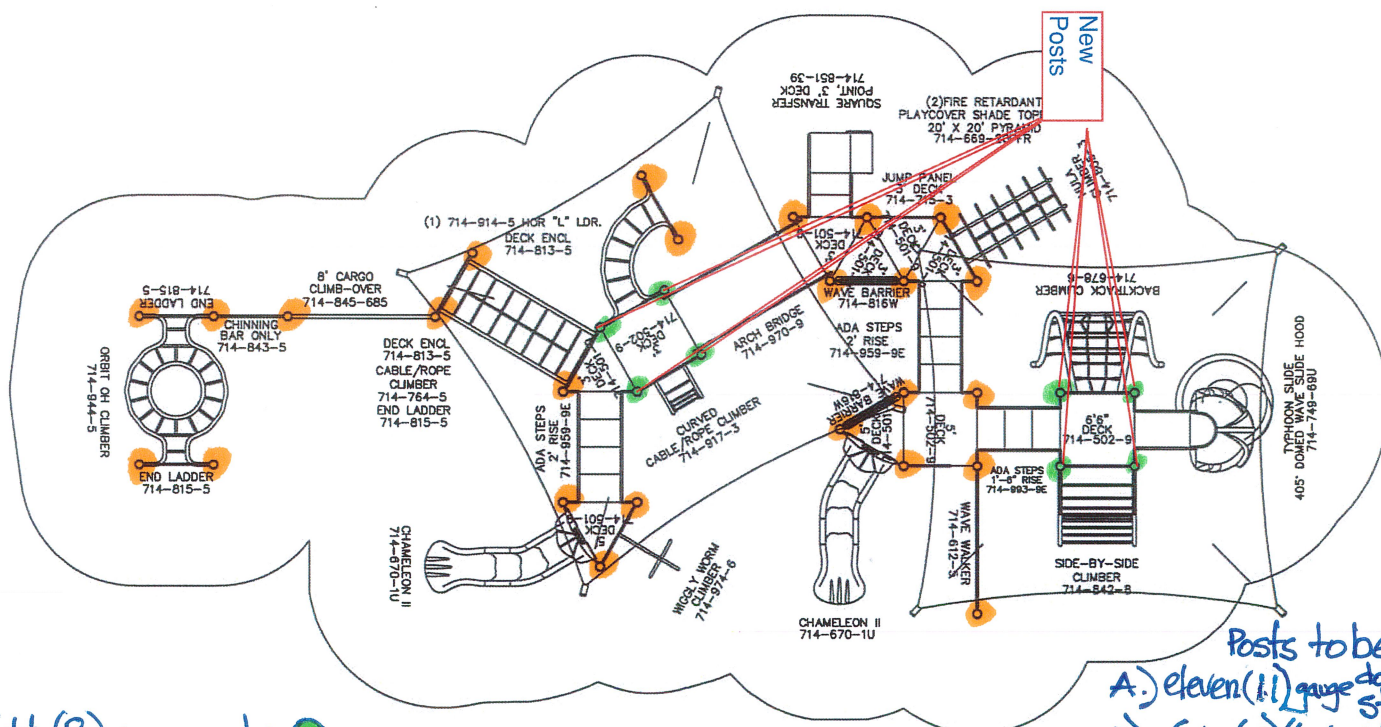
A1.1

3

GROUND SPACE: 62' X 27' *Arthur F*  
 PROTECTIVE AREA: 75' X 33'

COREY PRIMARY *Elementary School*  
 7351 Holder street, Buena Park CA  
 TOP VIEW OF KIDS' CHOICE UNIT '90620  
 SCALE: 1/4"=1'-0"

IMPORTANT NOTE:  
 THE LINE SHOWN AROUND THIS  
 PLAYSYSTEM REPRESENTS THE  
 PERIMETER OF THE MINIMUM  
 "USE ZONE" REQUIRED. THIS  
 "USE ZONE" MUST EXTEND AT  
 LEAST SIX (6) FEET FROM ALL  
 SIDES OF THE PLAYSYSTEM,  
 EXCEPT AS SHOWN OFF THE  
 END OF EACH SLIDE.



Eight (8) new posts

IMPORTANT SAFETY NOTE:

IT IS THE RESPONSIBILITY OF THE PLAYGROUND OWNER/ OPERATOR TO ENSURE THAT THE APPROPRIATE TYPE AND DEPTH OF CUSHIONING MATERIAL (PROTECTIVE SURFACING) IS USED. THE CUSHIONING MATERIAL MUST BE INSTALLED AND MAINTAINED IN THE "USE ZONE" AREA UNDER AND ALL AROUND THE PLAYGROUND EQUIPMENT. FOR COMPLETE SURFACING, USE ZONE AND MAINTENANCE INFORMATION PLEASE REFER TO THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "PUBLIC PLAYGROUND SAFETY HANDBOOK" SECTION 2.4 (SURFACING), SECTION 5.3 (EQUIPMENT) AND SECTION 4.3 (MAINTENANCE).

THIS PLAY SYSTEM FOLLOWS THE RECOMMENDATIONS CONTAINED IN THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S "HANDBOOK FOR PUBLIC PLAYGROUND SAFETY" REGARDING EQUIPMENT DESIGNED FOR:

5 - 12 YEAR OLD CHILDREN

THERE CAN BE LARGE DISPARITIES IN THE ABILITIES OF CHILDREN OF SIMILAR AGES. PARENTS MUST BE RESPONSIBLE FOR LIMITING THEIR CHILDREN TO THOSE ACTIVITIES THAT ARE APPROPRIATE AND SAFE FOR THEIR CHILDREN'S INDIVIDUAL ABILITIES.

144096

MIRACLE PLAYGROUND SALES

1/4"=1'-0" 27/15/21

SHEET 1 OF 3

Posts to be:  
 A.) eleven (11) gauge domestic steel  
 B.) five (5) outside diameter.

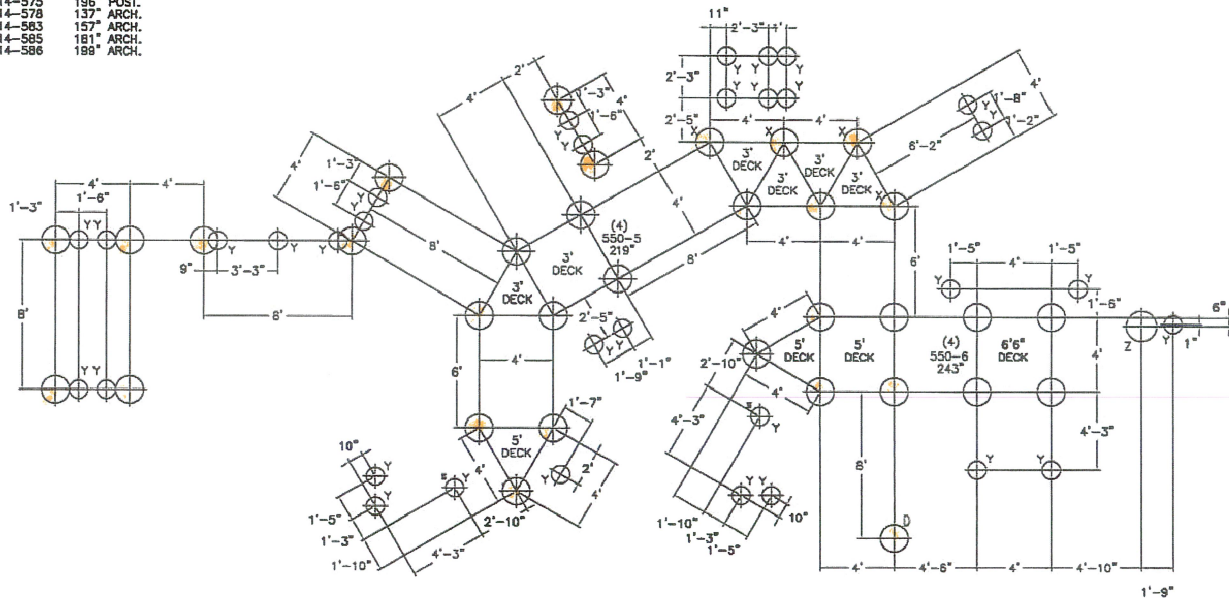
'old' posts to be painted 'galval blue' to match new posts



**IMPORTANT NOTE: DO NOT POUR CONCRETE FOR FOOTINGS UNTIL ALL COMPONENTS ARE INSTALLED.**

FOOTING	MODEL	POST	LENGTH	POSTS.
A.	714-520	144"	AS 132"	
AB.	714-576	204"	POST.	
B.	714-576	204"	POST.	
C.	714-571	106"	POST.	
D.	714-551	106"	POST.	
E.	714-552	138"	POST.	
F.	714-553	160"	POST.	
G.	714-554	178"	POST.	
H.	714-555	76"	POST.	
I.	714-556	199"	ARCH.	ROOF.
J.	714-563	157"	ARCH.	ROOF.
K.	714-565	181"	ARCH.	ROOF.
L.	714-566	199"	ARCH.	ROOF.
M.	714-572	144"	POST.	
N.	714-573	160"	POST.	
O.	714-574	186"	POST.	
P.	714-575	196"	POST.	
Q.	714-576	137"	ARCH.	
R.	714-583	177"	ARCH.	
S.	714-585	181"	ARCH.	
T.	714-586	199"	ARCH.	

FOOTING LAYOUT  
SCALE: 1/4"=1'-0"



AA. 30" DIA. X 26" DEEP.  
BB. 24" DIA. X 26" DEEP.  
B-T. 18" DIA. X 24" DEEP.  
U. 36" DIA. X 18" DEEP.  
V. 42" DIA. X 18" DEEP.  
W. 48" DIA. X 18" DEEP.  
X. 18" DIA. X 24" DEEP.  
Y. 12" DIA. X 18" DEEP.  
Z. 20" DIA. X 42" DEEP.

\* LOCATIONS DETERMINED ON SITE.  
SEE INSTALLATION INSTRUCTIONS FOR  
SPECIFIC FOOTING SIZE AND LOCATION.

1. SOME EQUIPMENT LEGS MAY NOT REACH TO BOTTOM OF FOOTINGS.
2. ALLOW FOR BLOCK THICKNESS BY INCREASING FOOTING DEPTH WHEN APPLICABLE.

SHEET 2 OF 2

# FOOTING INFORMATION

## POST LOCATION:

FOOTING	MODEL	POST LENGTH
AA.	714-520	144" & 132" POSTS.
BB.	714-576	204" POST.
B.	714-576	204" POST.
C.	714-571	106" POST.
D.	714-551	106" POST.
E.	714-552	136" POST.
F.	714-553	160" POST.
G.	714-554	178" POST.
H.	714-555	76" POST.
I.	714-556	196" POST.
J.	714-563	157" ARCH ROOF.
K.	714-565	181" ARCH ROOF.
L.	714-566	199" ARCH ROOF.
M.	714-572	144" POST.
N.	714-573	168" POST.
O.	714-574	186" POST.
P.	714-575	196" POST.
Q.	714-578	137" ARCH.
R.	714-583	157" ARCH.
S.	714-585	181" ARCH.
T.	714-586	199" ARCH.

## FOOTING SCHEDULE:

AA.	30" DIA.	X 26" DEEP.
BB.	24" DIA.	X 26" DEEP.
B-T.	18" DIA.	X 24" DEEP.
U.	36" DIA.	X 18" DEEP.
V.	42" DIA.	X 18" DEEP.
W.	48" DIA.	X 18" DEEP.
X.	18" DIA.	X 24" DEEP.
Y.	12" DIA.	X 18" DEEP.
Z.	20" DIA.	X 42" DEEP.

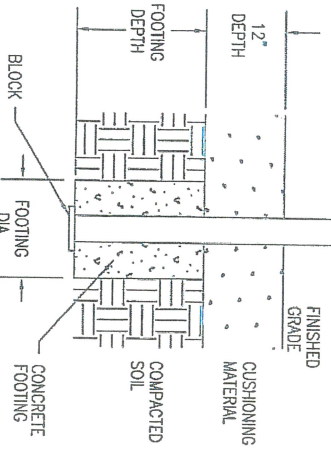
\* LOCATIONS DETERMINED ON SITE.  
SEE INSTALLATION INSTRUCTIONS FOR  
SPECIFIC FOOTING SIZE AND LOCATION.

## FOOTING NOTES:

1. SOME EQUIPMENT LEGS MAY NOT REACH TO BOTTOM OF FOOTINGS.
2. ALLOW FOR BLOCK THICKNESS BY INCREASING FOOTING DEPTH WHEN APPLICABLE.

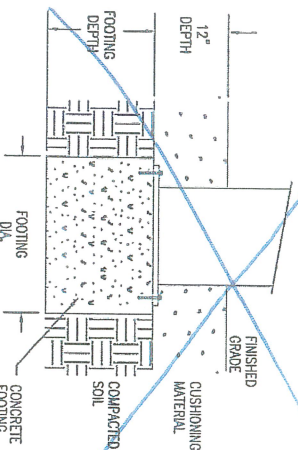
## DECK & COMPONENT FOOTING DETAIL

SCALE: NONE



## CENTER STAGE FOOTING DETAIL

SCALE: NONE



*Footings to be:*

- A) 18" diameter X 48" deep with 12" of cushioning material above
- B) 3250 PSI concrete
- C) utilize the deck component ftg. detail



## **Exhibit A (Scope of Work)**

**Project Name:** Playground Equipment and Surfaces

**Project Location:** Carl E. Gilbert Elementary School, 7255 8<sup>th</sup> Street, Buena Park, CA 90621

**Bid Documents:** Project Documents are available on the District's web site.

*Project Bid Documents consist of*

*01 – Sheet A 1.1 Site and Logistics Plan dated 8/20/21*

*02- Miracle Recreation and Equipment Co. Installation Drawing # 144095 pages 1-5*

### **Construction Information:**

**Project Duration:** April 4th, 2022 – April 29th, 2022

**Liquidated Damages:** \$500 Per. Calendar Day

**Prevailing Wage:** This project will use the Prevailing Wage rates with Certified Payroll Submitted to DIR and copied to TELACU Construction Management.

**Contractor Work Hours:** All construction and delivery activities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays, or as otherwise modified or amended. Sunday and/or Federal Holidays by request.

**Staging:** Contractor must coordinate with TELACU Construction Management for staging of materials and deliveries.

### **Addendum Items:**

- 1.
- 2.

**Site General Comments:** No smoking or substance use, professional construction attire, no interaction with staff & students. All correspondence and communication to be directed to TELACU Construction Management. Contractors shall not contact the District directly for information related to the project.

### **General Scope of Work:**

1. Completion of project no later than April 29<sup>th</sup> 2022.
2. Final grade (top of concrete) to be adjusted as required to provide adequate drainage.
3. Contractor to provide necessary traffic control as part of the base price.



4. Contractor to receive, unload, store in a secure place (under lock and key) within a five (5) mile radius of the Buena Park School District Offices, (6885 Orangethorpe Boulevard, Buena Park, CA, 90620) and insure Miracle Playground Equipment packages for the term of the project.
5. Contractor to load Miracle Playground Equipment packages, from the local storage container, and deliver to the site as is necessary, in order to meet the construction schedule and project completion date, as part of this contract.
6. Contractor to remove, dispose of and haul away old playground surfaces and their supports, and old playground equipment and install new playground equipment according to plan. All "old" posts that remain to be prepared (sanded, sealed, and primed), painted multiple coats, as required "to cover", 'cobalt blue' to match the new posts. Contractor to provide a "mock - up" of the newly painted old post(s).
7. Contractor to provide temporary fencing (orange construction "snow" fencing) including supporting 'T' posts (or equal) every four (4) feet, of the entire playground area under construction extended beyond the concrete curb, for the term of the project.
8. Contractor to schedule, manage and provide supervision of the installation of the new owner playground surface (12" owner provided cushioning material), as part of this contract.
9. Contractor to install all playground surfaces and equipment consistent with the requirements specified by the American Society for Testing and Materials (ASTM) ASTM F-1292 and ASTM F-1487.

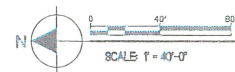
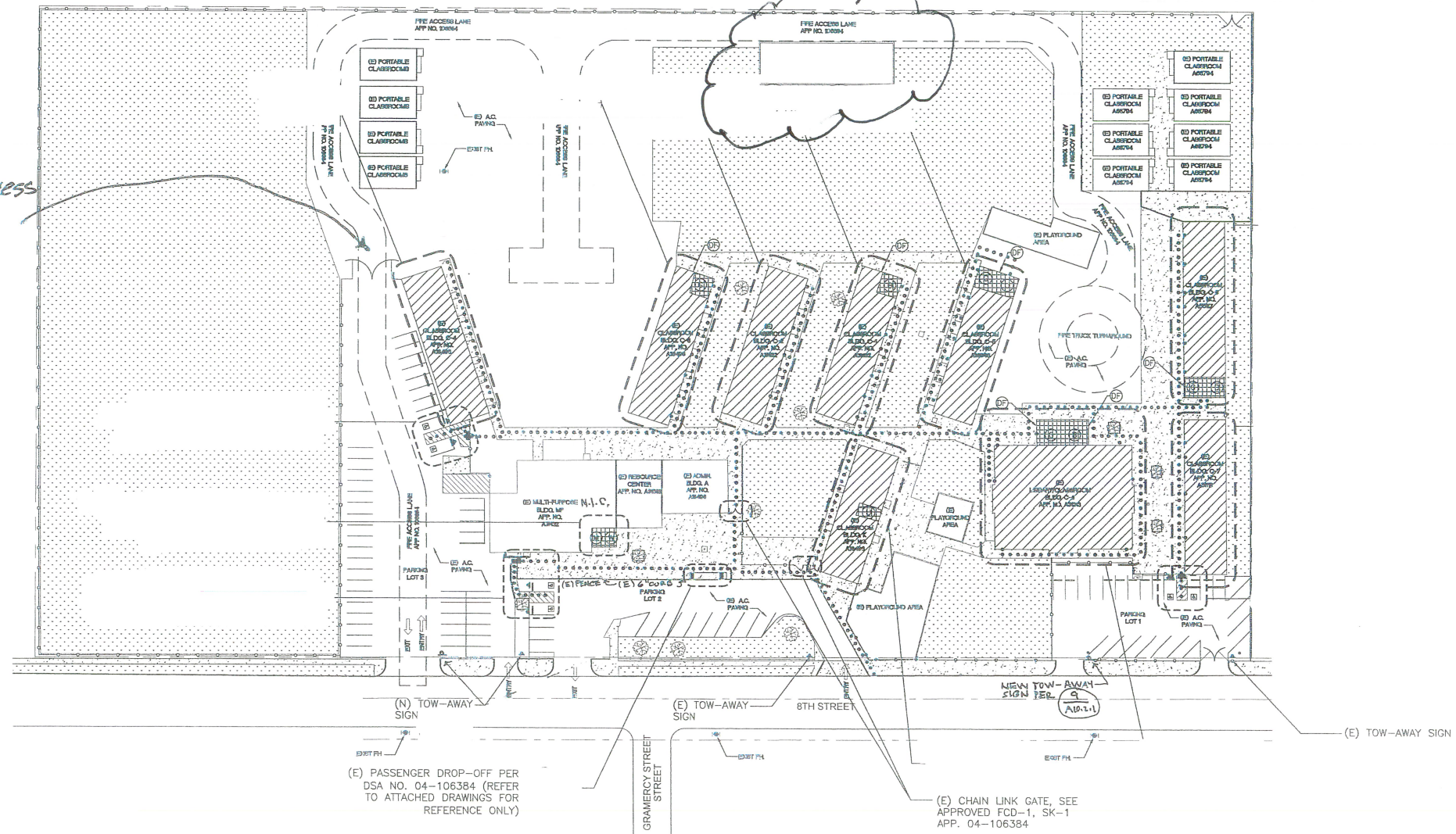
**Additional Notes:**

1. District to provide purchase order for awarded contractor to bill against.
2. Contractor to provide all necessary State of California legal requirements including but not limited to: bonds, background checks, fingerprinting.
3. Contractor to be prequalified by Buena Park School District.
4. 5% retention to be released upon completion of final "punch walk" list prepared by TELACU Construction Management and Buena Park School District.
5. Contractor to provide project schedule in Microsoft Project format, prior to commencement of project.
6. Contractor to provide necessary certificates of insurance naming Buena Park School District and TELACU Construction Management as certificate holders and additional insured.



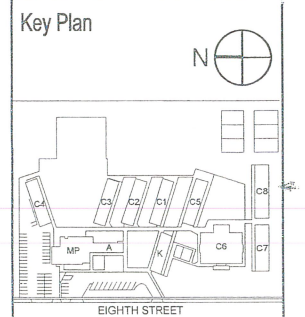
Playground to be upgraded

Construction Access  
Double gates)



SITE PLAN 1

## Site & Logistics Plan



GILBERT ELEMENTARY SCHOOL  
BUENA PARK SCHOOL DISTRICT

7255 8TH ST.,  
BUENA PARK, CA 90621

SITE PLAN  
8.20.21

Drawing Number

A1.1

INSTALLATION INSTRUCTIONS  
TOP VIEW & FOOTING LAYOUT

PAGE  
1 OF 5

Carl E

GILBERT PRIMARY  
7255 8th Street  
Buena Park CA 92621

DRAWING NUMBER:  
144095

WORK ORDER NUMBER(S):  
144095

DATE:  
7/15/21

MIRACLE PLAYGROUND SALES

IMPORTANT SAFETY NOTE:

IT IS THE RESPONSIBILITY OF THE PLAYGROUND OWNER/OPERATOR TO ENSURE THAT THE APPROPRIATE TYPE AND DEPTH OF CUSHIONING MATERIAL (PROTECTIVE SURFACING) IS USED. THE CUSHIONING MATERIAL MUST BE INSTALLED AND MAINTAINED IN THE "USE ZONE" AREA UNDER AND ALL AROUND THE PLAYGROUND EQUIPMENT. FOR COMPLETE SURFACING AND USE ZONE INFORMATION, PLEASE REFER TO THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "PUBLIC PLAYGROUND SAFETY HANDBOOK" SECTION 2.4 (SURFACING), SECTION 5.3 (EQUIPMENT) AND SECTION 4.3 (MAINTENANCE).

THIS PLAY SYSTEM FOLLOWS THE RECOMMENDATIONS CONTAINED IN THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S "PUBLIC PLAYGROUND SAFETY HANDBOOK" REGARDING PLAYGROUND EQUIPMENT DESIGNED FOR:

5 - 12 YEAR OLD CHILDREN

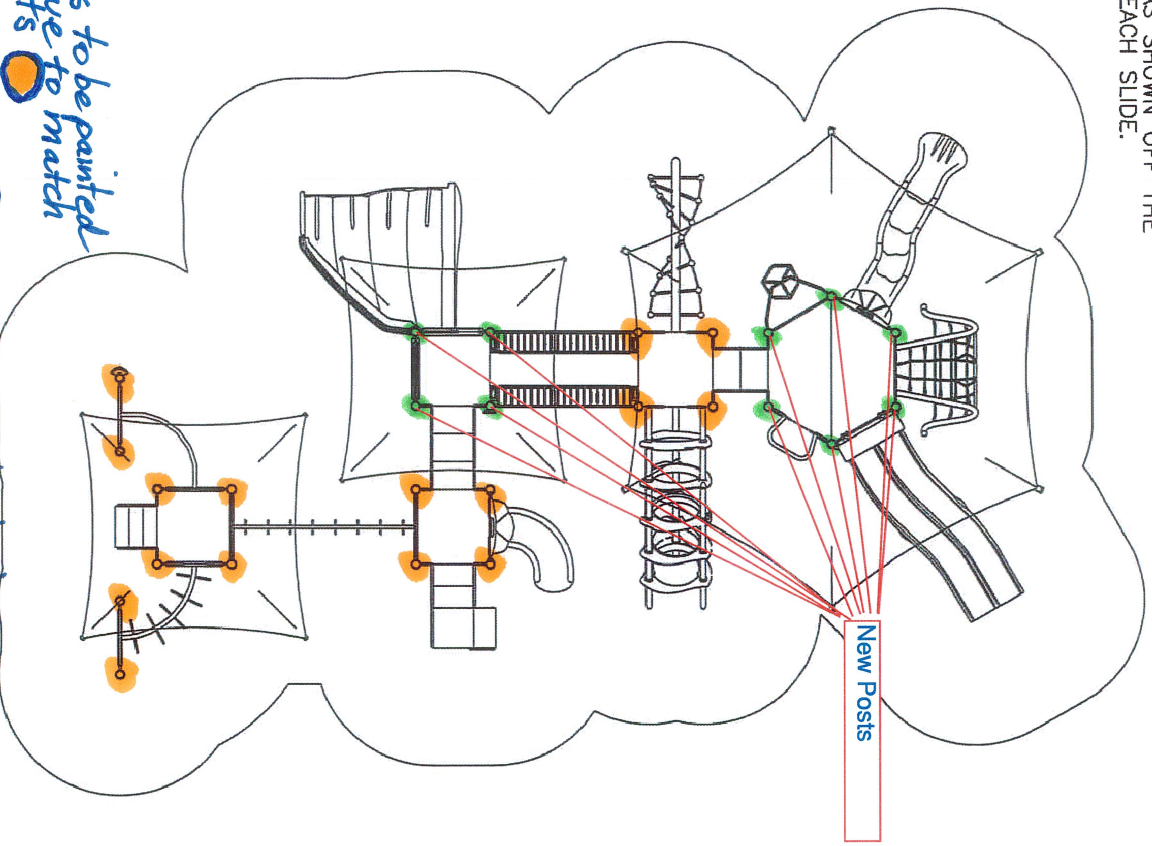
THERE CAN BE LARGE DISPARITIES IN THE ABILITIES OF CHILDREN OF SIMILAR AGES. PARENTS MUST BE RESPONSIBLE FOR LIMITING THEIR CHILDREN TO THOSE ACTIVITIES THAT ARE APPROPRIATE AND SAFE FOR THEIR CHILDREN'S INDIVIDUAL ABILITIES.

MIRACLE RECREATION EQUIPMENT COMPANY

878 E. HWY 60  
MONETT, MISSOURI 65708  
PHONE: 1-800-523-4202



**IMPORTANT NOTE:**  
THE LINE SHOWN AROUND THIS  
PLAYSYSTEM REPRESENTS THE  
PERIMETER OF THE MINIMUM  
"USE ZONE" REQUIRED. THIS  
"USE ZONE" MUST EXTEND AT  
LEAST SIX (6) FEET FROM ALL  
SIDES OF THE PLAYSYSTEM,  
EXCEPT AS SHOWN OFF THE  
END OF EACH SLIDE.

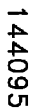


*Old Posts to be painted  
can it blue to match  
new posts*

*Ten (10) NEW Posts*

GROUND SPACE: 31' X 50'  
PROTECTIVE AREA: 43' X 62'

*Posts to be:  
A. eleven (11) gauge domestic steel  
B. five (5) outside diameter*





PAGE  
4 OF 5



# FOOTING INFORMATION

PAGE  
5 OF 5

## POST LOCATION:

FOOTING	MODEL	POST LENGTH
AA.	714-520	144" & 132" POSTS.
BB.	714-576	204" POST.
B.	714-576	204" POST.
C.	714-571	106" POST.
D.	714-551	106" POST.
E.	714-552	136" POST.
F.	714-553	160" POST.
G.	714-554	178" POST.
H.	714-555	76" POST.
I.	714-556	196" POST.
J.	714-563	157" ARCH ROOF.
K.	714-565	181" ARCH ROOF.
L.	714-566	199" ARCH ROOF.
M.	714-572	144" POST.
N.	714-573	168" POST.
O.	714-574	186" POST.
P.	714-575	198" POST.
Q.	714-578	137" ARCH.
R.	714-583	157" ARCH.
S.	714-585	181" ARCH.
T.	714-586	199" ARCH.

## FOOTING SCHEDULE:

AA.	30" DIA.	X	26" DEEP.
BB.	24" DIA.	X	26" DEEP.
B-T.	18" DIA.	X	24" DEEP.
U.	36" DIA.	X	18" DEEP.
V.	42" DIA.	X	18" DEEP.
W.	48" DIA.	X	18" DEEP.
X.	18" DIA.	X	24" DEEP.
Y.	12" DIA.	X	18" DEEP.
Z.	20" DIA.	X	42" DEEP.

\* LOCATIONS DETERMINED ON SITE.  
SEE INSTALLATION INSTRUCTIONS FOR  
SPECIFIC FOOTING SIZE AND LOCATION.

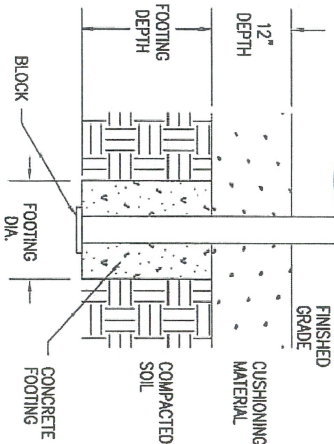
## FOOTING NOTES:

1. SOME EQUIPMENT LEGS MAY NOT REACH TO BOTTOM OF FOOTINGS.
2. ALLOW FOR BLOCK THICKNESS BY INCREASING FOOTING DEPTH WHEN APPLICABLE.

*Footings to be:*

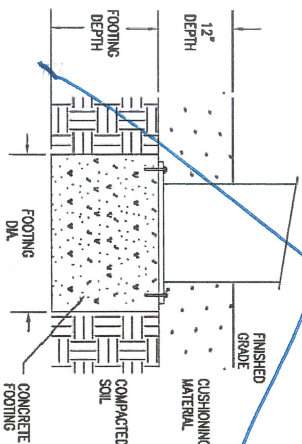
## DECK & COMPONENT FOOTING DETAIL

SCALE: NONE



## FOOTING DETAIL

SCALE: NONE



*A) 18" diameter X 48" deep  
with 12" of cushioning  
material above concrete  
B) 3250 PSI concrete  
C) utilize the decking component  
center stage*



## **Exhibit A (Scope of Work)**

**Project Name:** Playground Equipment and Surfaces

**Project Location:** James A. Whitaker Elementary School, 8401 Montana Avenue, Buena Park, CA 90621

**Bid Documents:** Project Documents are available on the District's web site.

*Project Bid Documents consist of*

*01 – Sheet A 1.1 Site and Logistics Plan dated 8/20/21*

*02- Miracle Recreation and Equipment Co. Installation Drawing # 144099 pages 1-5*

### **Construction Information:**

**Project Duration:** May 2nd, 2022 – May 27th, 2022

**Liquidated Damages:** \$500 Per. Calendar Day

**Prevailing Wage:** This project will use the Prevailing Wage rates with Certified Payroll Submitted to DIR and copied to TELACU Construction Management.

**Contractor Work Hours:** All construction and delivery activities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays, or as otherwise modified or amended. Sunday and/or Federal Holidays by request.

**Staging:** Contractor must coordinate with TELACU Construction Management for staging of materials and deliveries.

### **Addendum Items:**

- 1.
- 2.

**Site General Comments:** No smoking or substance use, professional construction attire, no interaction with staff & students. All correspondence and communication to be directed to TELACU Construction Management. Contractors shall not contact the District directly for information related to the project.

### **General Scope of Work:**

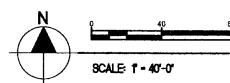
1. Completion of project no later than May 27<sup>th</sup> 2022.
2. Final grade (top of concrete) to be adjusted as required to provide adequate drainage.
3. Contractor to provide necessary traffic control as part of the base price.



4. Contractor to receive, unload, store in a secure place (under lock and key) within a five (5) mile radius of the Buena Park School District Offices, (6885 Orangethorpe Boulevard, Buena Park, CA, 90620) and insure Miracle Playground Equipment packages for the term of the project.
5. Contractor to load Miracle Playground Equipment packages, from the local storage container, and deliver to the site as is necessary, in order to meet the construction schedule and project completion date, as part of this contract.
6. Contractor to remove, dispose of and haul away old playground surfaces and their supports, and old playground equipment and install new playground equipment according to plan. All "old" posts that remain to be prepared (sanded, sealed, and primed), painted multiple coats, as required "to cover", 'cobalt blue' to match the new posts. Contractor to provide a "mock - up" of the newly painted old post(s).
7. Contractor to provide temporary fencing (orange construction "snow" fencing) including supporting 'T' posts (or equal) every four (4) feet, of the entire playground area under construction extended beyond the concrete curb, for the term of the project.
8. Contractor to schedule, manage and provide supervision of the installation of the new owner playground surface (12" owner provided cushioning material), as part of this contract.
9. Contractor to install all playground surfaces and equipment consistent with the requirements specified by the American Society for Testing and Materials (ASTM) ASTM F-1292 and ASTM F-1487.

**Additional Notes:**

1. District to provide purchase order for awarded contractor to bill against.
2. Contractor to provide all necessary State of California legal requirements including but not limited to: bonds, background checks, fingerprinting.
3. Contractor to be prequalified by Buena Park School District.
4. 5% retention to be released upon completion of final "punch walk" list prepared by TELACU Construction Management and Buena Park School District.
5. Contractor to provide project schedule in Microsoft Project format, prior to commencement of project.
6. Contractor to provide necessary certificates of insurance naming Buena Park School District and TELACU Construction Management as certificate holders and additional insured.



## A1.1

INSTALLATION INSTRUCTIONS  
TOP VIEW & FOOTING LAYOUT

PAGE  
1 OF 5

James A.

WHITAKER Elementary School

8401 Montana  
Buena Park CA 90621

DRAWING NUMBER:

144099

WORK ORDER NUMBER(S):

144099

DATE:

7/15/21

MIRACLE PLAYGROUND SALES

IMPORTANT SAFETY NOTE:

IT IS THE RESPONSIBILITY OF THE PLAYGROUND OWNER/ OPERATOR TO ENSURE THAT THE APPROPRIATE TYPE AND DEPTH OF CUSHIONING MATERIAL (PROTECTIVE SURFACING) IS USED. THE CUSHIONING MATERIAL MUST BE INSTALLED AND MAINTAINED IN THE "USE ZONE" AREA UNDER AND ALL AROUND THE PLAYGROUND EQUIPMENT. FOR COMPLETE SURFACING AND USE ZONE INFORMATION, PLEASE REFER TO THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S (CPSC) "PUBLIC PLAYGROUND SAFETY HANDBOOK" SECTION 2.4 (SURFACING), SECTION 5.3 (EQUIPMENT) AND SECTION 4.3 (MAINTENANCE).

THIS PLAY SYSTEM FOLLOWS THE RECOMMENDATIONS CONTAINED IN THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S "PUBLIC PLAYGROUND SAFETY HANDBOOK" REGARDING PLAYGROUND EQUIPMENT DESIGNED FOR:

5 - 12 YEAR OLD CHILDREN

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MIRACLE RECREATION EQUIPMENT COMPANY

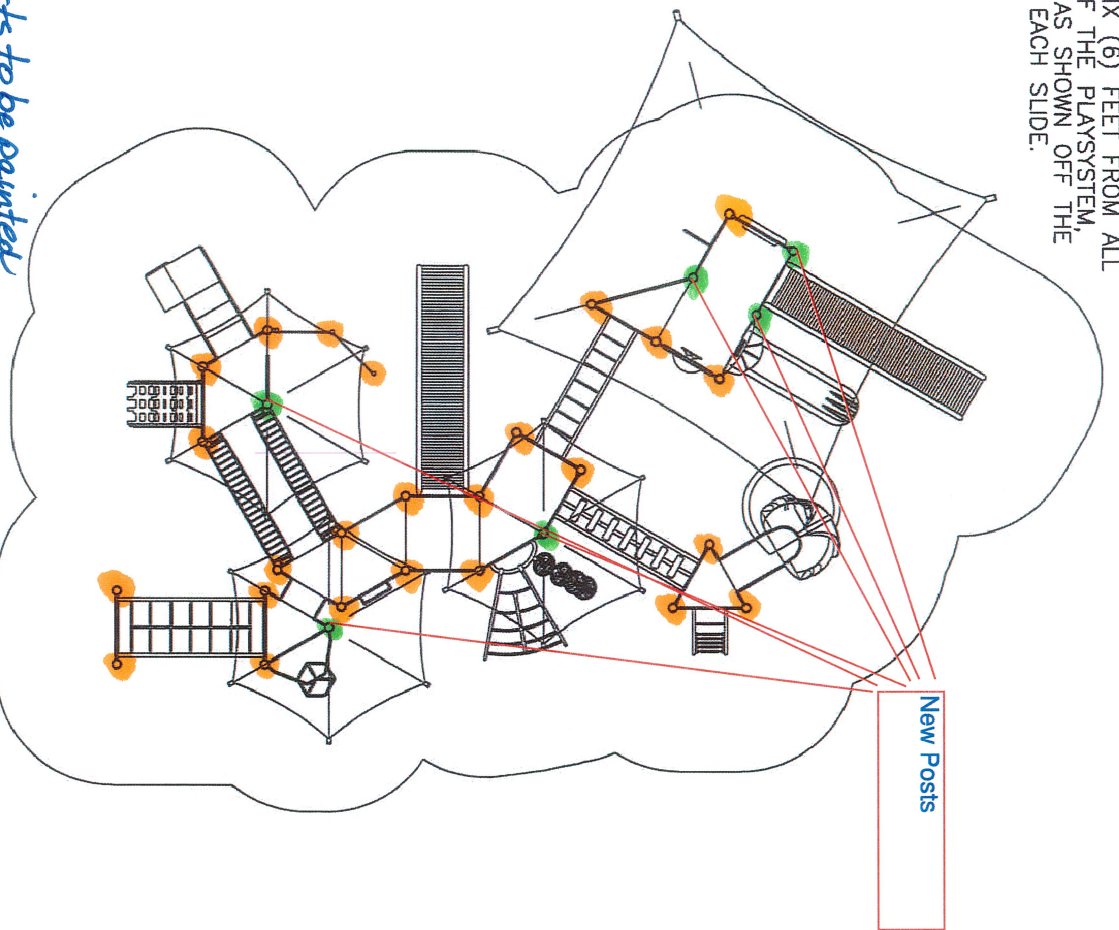
878 E. HWY 60

MONETT, MISSOURI 65708

PHONE: 1-800-523-4202



IMPORTANT NOTE:  
THE LINE SHOWN AROUND THIS  
PLAYSYSTEM REPRESENTS THE  
PERIMETER OF THE MINIMUM  
"USE ZONE" REQUIRED. THIS  
"USE ZONE" MUST EXTEND AT  
LEAST SIX (6) FEET FROM ALL  
SIDES OF THE PLAYSYSTEM,  
EXCEPT AS SHOWN OFF THE  
END OF EACH SLIDE.



*Old posts to be painted  
cocaft blue to match  
new posts*

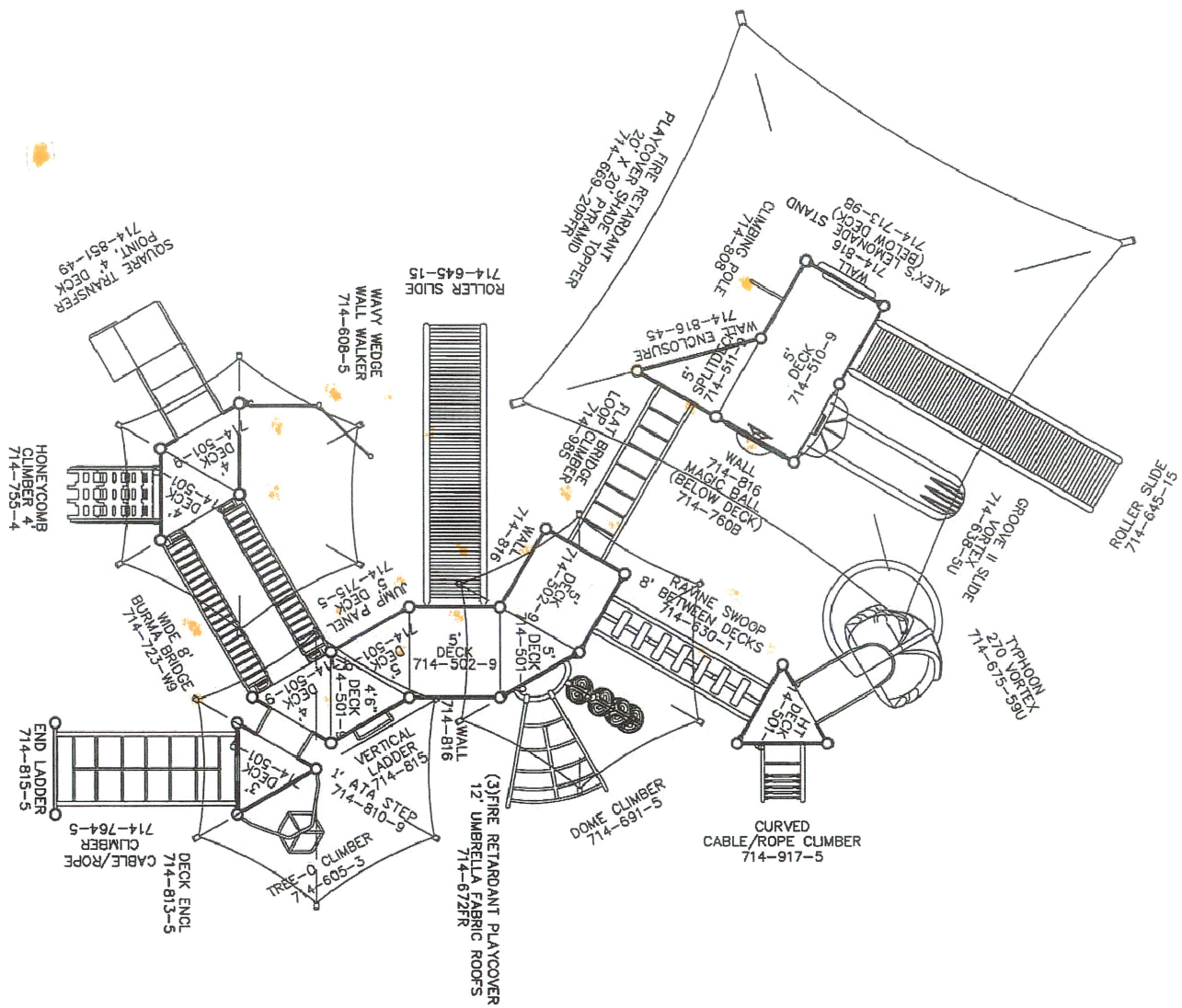
*Six (6) new posts*

*Posts to be:  
A) eleven (11) gauge domestic steel.  
B) five (5) " outside diameter*

GROUND SPACE: 27' X 47'  
PROTECTIVE AREA: 39' X 60'

SCALE: 1" = 6'-0"

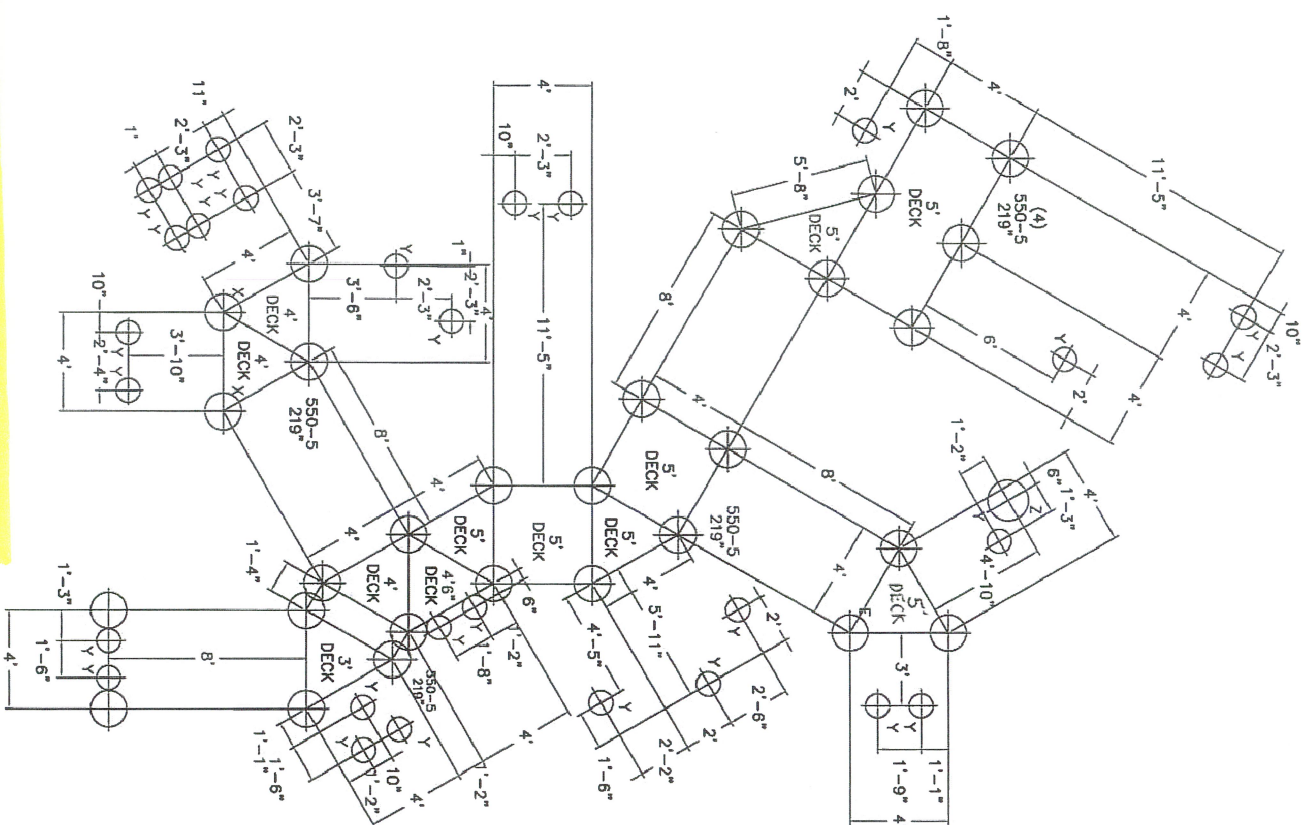
3 OF 5



144099



SCALE: 1" = 6'-0"



**IMPORTANT NOTE:** DO NOT POUR CONCRETE FOR FOOTINGS UNTIL ALL COMPONENTS ARE INSTALLED.

# FOOTING INFORMATION

PAGE  
5 OF 5

## POST LOCATION:

FOOTING	MODEL	POST LENGTH
AA.	714-520	144" & 132" POSTS.
BB.	714-576	204" POST.
B.	714-576	204" POST.
C.	714-571	106" POST.
D.	714-551	106" POST.
E.	714-552	136" POST.
F.	714-553	160" POST.
G.	714-554	178" POST.
H.	714-555	76" POST.
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J.	714-563	157" ARCH ROOF.
K.	714-565	181" ARCH ROOF.
L.	714-566	199" ARCH ROOF.
M.	714-572	144" POST.
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P.	714-575	196" POST.
Q.	714-578	137" ARCH.
R.	714-583	157" ARCH.
S.	714-585	181" ARCH.
T.	714-586	199" ARCH.

## FOOTING SCHEDULE:

AA.	30" DIA.	X	26" DEEP.
BB.	24" DIA.	X	26" DEEP.
B-T.	18" DIA.	X	24" DEEP.
U.	36" DIA.	X	18" DEEP.
V.	42" DIA.	X	18" DEEP.
W.	48" DIA.	X	18" DEEP.
X.	18" DIA.	X	24" DEEP.
Y.	12" DIA.	X	18" DEEP.
Z.	20" DIA.	X	42" DEEP.

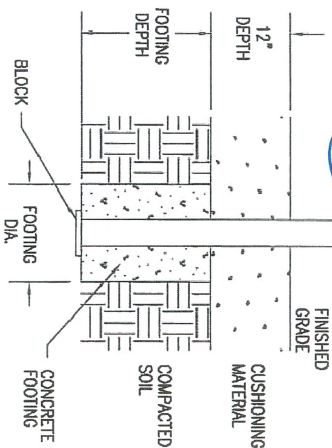
\* LOCATIONS DETERMINED ON SITE.  
SEE INSTALLATION INSTRUCTIONS FOR  
SPECIFIC FOOTING SIZE AND LOCATION.

## FOOTING NOTES: Footings to be:

1. SOME EQUIPMENT LEGS MAY NOT REACH TO  
BOTTOM OF FOOTINGS.
2. ALLOW FOR BLOCK THICKNESS BY INCREASING  
FOOTING DEPTH WHEN APPLICABLE.

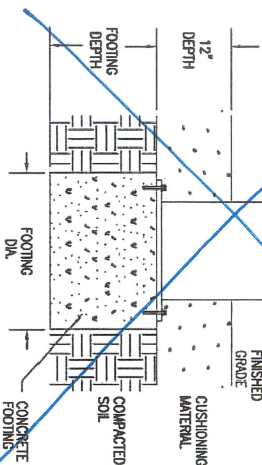
## DECK & COMPONENT FOOTING DETAIL

SCALE: NONE



## CENTER STAGE FOOTING DETAIL

SCALE: NONE



*A) 16" diameter x 48" deep with  
12" of cushioning  
material above.  
B) 3250 PSI concrete  
C) utilize the deck component  
ftg. detail.*