

**MORONGO UNIFIED SCHOOL DISTRICT**  
**Business Services**  
**P.O. Box 1209**  
**Twentynine Palms, CA 92277**

**BID# 19-02**

**Playground Replacement at Various District  
Sites**

**(Condor Elementary School, Friendly Hills Elementary School, Oasis  
Elementary School, Onaga Elementary School, Palm Vista Elementary  
School, Twentynine Palms Elementary School, Yucca Mesa  
Elementary School and Plus Program School)**

**NOTICE TO VENDORS CALLING FOR BIDS**

School District: MORONGO UNIFIED SCHOOL DISTRICT

Bid Deadline: **10:00 A.M. on Tuesday, March 17, 2020**

Place of Bid Receipt: **Business Office Morongo Unified School District  
5715 Utah Trail (P O Box 1209), Twentynine Palms, CA 92277**

**Project Identification Name: Bid #19-02 Playground Replacement at Various District Sites**

**(Condor Elementary School, Friendly Hills Elementary School, Oasis Elementary School, Onaga Elementary School, Palm Vista Elementary School, Twentynine Palms Elementary School, Yucca Mesa Elementary School and Plus Program School.)**

Place Plans are on File: Purchasing Dept. Morongo Unified School District  
5715 Utah Trail, Twentynine Palms, CA 92277

NOTICE IS HEREBY GIVEN that the above-named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than the above-stated time, sealed bids for the above project.

**Bids shall be in a sealed envelope marked:**  
**Bid #19-02 Playground Replacement at Various District Sites**

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

Each bid must conform and be responsive to the bid documents, which are on file for examination at the *Purchasing Department, 5715 Utah Trail, 29 Palms, CA 92277.*

Each bid shall be accompanied by the security referred to in the bid documents and by all documents contained in the provided "Bid Document Package".

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.

The DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of workman needed to execute this contract. Such rates are as on file at the District office, and are available to any interested party on request.

It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workmen employed by them in the execution of the contract.

No bidder may withdraw his bid for a period of 30 (thirty) days after the date set for the opening of bids.

A Payment Bond and a Performance Bond will be required prior to execution of the contract. Both bonds shall be in the form set forth in the contract documents, **and equal to 100% of the Contract amount.**

The Contractor to whom the contract is awarded may avail himself of the provisions of government Code Section 4590, which allows certain securities to be substituted for monies withheld to ensure performance.

**SB96 Revised Public Works Contractor Registration Law, as of June 27, 2017:** *(which amends the previous SB854 law)*

It revised the previous SB 854 to update the fees to be collected to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects that meet the requirements for new construction, alteration, installation, demolition or repair that exceed \$25,000.00 for new construction or \$15,000.00 for maintenance, will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. This is a DIR fee paid to the state. The District will not register a contractor, nor collect funds for registration.

No quote or bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on District projects in the future, please ensure you are registered with the DIR. The District will require a completed form PWC-100 notifying the DIR of the services you are providing, based on requirements above.

Annual registration fees for public works contractors have increased from \$300 to \$400, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

The Labor Commissioner will be able to assess public works contractors' penalties of up to \$8,000 – in addition to any penalty or registration fee – for failure to register. Awarding agencies are also subject to penalties of \$100 a day, up to a maximum of \$10,000, for hiring an unregistered contractor to perform work on a public works project. A contractor that hires an unregistered subcontractor is also subject to penalties of up to \$10,000.

This project is subject to compliance monitoring and enforcement by the DIR Relations. **All contractors must provide a separate form for each of their subcontractors, and they must include a screen shot(s) from the DIR Website for all contractors and subcontractors showing compliance, or your Bid will not be evaluated.**

**All project plans and specifications can be found on the Vendor Registry website at:**

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=f4ef4d91-cf30-465b-bbf1-6839207e31c6>

This project will be subject to General Liability, Automobile Liability, Workers' Compensation, Employer's Liability and **Sexual Abuse and Molestation (SAM)** insurance requirements. Various amounts will be shown within the bid packet.

A **MANDATORY JOB WALK** is scheduled for all interested Contractors on **Tuesday, March 3, 2020**. Location: Morongo Unified School District, District Office – Business Conference Room, 5715 Utah Trail, Twentynine Palms, CA 92277. Contact: David Daniels, Director, Maintenance and Operations (760) 367-9191 extension 4231. The walk through will start promptly at **9:00 A.M.** Contractors will be responsible for all measurements as needed.

**In order to gain access to Condor Elementary School to attend the MANDATORY JOB WALK, CONTRACTORS will be required to enter through the Twentynine Palms Marine Base main entrance gate and have to abide by their access requirements. For any contractors/sub-contractors who do not currently have a base access I.D., in order for the District to request base access for the JOB WALK, CONTRACTORS are required to have ALL of the following documentation: “Real California I.D.” per the “Real California I.D. Act, social security card (both names on I.D. & social security card must match,) current and active vehicle registration and auto insurance. Failure to not present ALL the required documentation to the Twentynine Palms Marine Base at their gate entrance will result in Contractors and/or Sub-Contractors not getting access to enter Condor Elementary School. The AWARDED CONTRACTOR will be responsible for each of their employees to have ALL necessary documentation to have access to enter the Twentynine Palms Marine Base to work at Condor Elementary School.**

Bid documents and specifications will be handed out and reviewed at the job walk.

Governing Board

MORONGO UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_  
Sharon Flores  
Assistant Superintendent  
Business Services

Publish:

Publish

February 19 and 26, 2020  
February 19 and 26, 2020

Desert Trail  
Hi-Desert Star

Bid Opening: **10:00 A.M. on Tuesday, March 17, 2020**

## INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice To Contractors Calling For Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Bid Security. Each bid shall be accompanied by cash, a certified check, or a cashier's check payable to the DISTRICT, or a satisfactory bid bond in favor of the DISTRICT, executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than ten (10)% of the maximum amount of the bid. The bid security shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified within seven (7) days after notification of the award of the contract to the bidder. Said security shall be forfeited to the DISTRICT should the bidder to whom the Contract is awarded fails to execute the Agreement and provide said bonds within seven (7) calendar days of award. Please ensure that the Surety also completes a California All Purpose Acknowledgement signed by their Attorney of Record.

3. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

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 invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

5. Erasures. The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. 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 acquaint himself with conditions there existing shall not relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. Withdrawal of Bids. Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the payment bond which he will be required to furnish in accordance with Civil Code Section 3246 prior to execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The payment bond shall be in the amount of one hundred (100)% of the contract. The contractor will also be required to furnish a performance bond in the amount of one hundred (100)% of the amount of the contract prior to execution of the contract.

9. Interpretation of Plans and Documents. If any person is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the DISTRICT a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No oral interpretation of any provision in the contract documents will be made to any bidder.

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 bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a subproposal 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 DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be to the lowest responsible bidder therefor.

12. Alternates. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

13. 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, his construction experience, and his organization available for the performance of the contract.

14. Listing Subcontractors. Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Govt. Code Sec. 4100 et seq.). Forms for this purpose are furnished with the contract documents.

15. Workmen's Compensation. In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with 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 require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all its employees engaged in work under this contract, or at the site of the project, and if work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Contractor must provide a Certificate of Insurance indicating "statutory" limits. 30-day notice of intent to cancel, non-renew, or make material change in coverage prior to commencement of the project. Employer's Liability, \$1,000,000 per accident for bodily injury or disease. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance.

16. Certification of Bidder and Qualifications. In order for the District to determine the successful bidder, the bidder shall submit, in writing, at the time he/she submits his/her bid:

- a. A completed Certification of Bidder and Qualifications & Supplemental forms. These forms is furnished with the contract documents. Failure to successfully complete these forms may be cause for rejection of the bid.
- b. Proof on the Certification of Bidder and Qualifications form that the bidder has been in business under the same license and company name for at least five consecutive years and shall have successfully completed at least five similar both dollar amount and scope of work, projects to those being bid.

17. **SB 854 & SB 96 – Important Information for Contractors**

SB 854 (Stat. 2014, chapter 28) made several changes to the laws governing how the Department of Industrial Relations (DIR) monitors compliance with prevailing wage requirements on public works projects & SB 96 established amount thresholds as follows:

- a) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)] No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- b) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- c) The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.)
- d) Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.

18. A **MANDATORY JOB WALK** is scheduled for all interested Contractors on **Tuesday, March 3, 2020**. Location: Morongo Unified School District, District Office – Business Conference Room, 5715 Utah Trail, Twentynine Palms, CA 92277. Contact David Daniels, Director of Maintenance and Operations, (760) 367-9191, ext. 4231. The walk-through will start promptly at **9:00 A.M.** **Contractors will be responsible for all measurements as needed.** Access to the job site on any other date will not be permitted unless prior arrangements have been made by contacting Mr. Daniels at the number listed above.
19. **In order to gain access to Condor Elementary School to attend the MANDATORY JOB WALK, CONTRACTORS will be required to enter through the Twentynine Palms Marine Base main entrance gate and have to abide by their access requirements. For any contractors/sub-contractors who do not currently have a base access I.D., in order for the District to request base access for the JOB WALK, CONTRACTORS are required to have ALL of the following documentation: “Real California I.D.” per the “Real California I.D. Act, social security card (both names on I.D. & social security card must match,) current and active vehicle registration and auto insurance. *Failure to not present ALL the required documentation to the Twentynine Palms Marine Base at their gate entrance will result in Contractors and/or Sub-Contractors not getting access to enter Condor Elementary School.* The AWARDED CONTRACTOR will be responsible for each of their employees to have ALL necessary documentation to have access to enter the Twentynine Palms Marine Base to work at Condor Elementary School.**
20. This project will be subject to General Liability, Automobile Liability, Workers’ Compensation, Employer’s Liability and **Sexual Abuse and Molestation (SAM)** insurance requirements. Required various insurance amounts are shown on “Bid Agreement” of this packet.
21. Questions regarding project should be directed to: David Daniels, Director of Maintenance & Operations by email at [David.Daniels@morongo.k12.ca.us](mailto:David.Daniels@morongo.k12.ca.us) or by phone at (760)367-9191, ext. 4231. Questions regarding bid package documents should be directed to Marilyn Waters, Director of Purchasing by email at [Marilyn.Waters@morongo.k12.ca.us](mailto:Marilyn.Waters@morongo.k12.ca.us) or by phone at (760)367-9191, ext. 4260. **Contractors shall submit all questions by 10:00AM, March 11, 2020.**



BID FORM

**TO: Morongo Unified School District acting by and through its Governing Board, herein called the "DISTRICT":**

Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the 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 and the cost of the work at the place where the work is to be done, and 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, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with:

**Bid #19-02**

**Playground Replacement at Various District Sites**

all in strict conformity with the Drawings and Specifications and other contract documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, on file at the District Office of the Morongo Unified School District.

Base price as follows:

Per the project specifications, provide all material and labor to take down and dispose of existing playground structures and install new playground structures (new playground structures already purchased by the District) for the Morongo Unified School District. LUMP SUM:

\$ \_\_\_\_\_; in words \_\_\_\_\_.

This bid is for a total base bid of (\$ \_\_\_\_\_) including all applicable taxes, permits and licenses.

**UNIT PRICE QUOTE PER SITE AS FOLLOWS:**

Condor Elementary School	_____ (\$ _____)
Friendly Hills Elementary School	_____ (\$ _____)
Oasis Elementary School	_____ (\$ _____)
Onaga Elementary School	_____ (\$ _____)
Palm Vista Elementary School	_____ (\$ _____)
Twentynine Palms Elementary School	_____ (\$ _____)
Yucca Mesa Elementary School	_____ (\$ _____)
Plus Program School	_____ (\$ _____)

I \_\_\_\_\_, have read, understand and agreed to comply with all the requirements listed in the specifications for this Project. I also certify that my company does meet the qualifications listed in the specifications for this Project. I am authorized to sign this document as a legal representative of my company,

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_.

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

Bid award will be to one contractor for all locations. Individual pricing is necessary for District accounting purposes.

TIME TO COMPLETE PROJECT:

The work shall be commenced on **Wednesday, April 1, 2020**, and shall be completed prior to **Monday, June 15, 2020**. Award of bid/contract shall be on **Tuesday, March 24, 2020**.

ACCOMPANYING THIS PROPOSAL IS \_\_\_\_\_ (Insert the words "Cash," "Bidder's Bond," or "Certified Check" as the case may be) in the amount equal to at least ten percent [10%] of the total bid, payable to the Morongo Unified School District.

Respectfully Submitted:

Name of Bidder:

Type of Organization:

Signed by:

Title of Signer:

Address of Bidder:

Telephone Number:

Contractor's License Number:

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal,  
and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto the \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Owner," in  
the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

WHEREAS, the said Principal is hereby submitting its proposal for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract upon said Proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bonds, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former; building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

\_\_\_\_\_  
(Individual Principal) (Seal)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(Individual Principal) (Seal)  
\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_  
(Corporate Principal)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
By \_\_\_\_\_ (Affix  
Corporate Seal)

Attest:

\_\_\_\_\_  
(Corporate Surety)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
By \_\_\_\_\_ (Affix  
Surety Seal)

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charges, \$ \_\_\_\_\_.

**(The above must be filled in by corporate surety)**

## DEVIATIONS FORM

Any and all DEVIATIONS to this Bid Package including specifications or equipment and methods of installation are noted below. Anything not here noted is to be considered "as per specifications".


Signature \_\_\_\_\_ Date \_\_\_\_\_

Company \_\_\_\_\_

*(This form **MUST** be submitted with your Bid Package)*

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime 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 prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it 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 prime contractor's total bid as to which his 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 prime contractor's total bid as to which 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.

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration Number

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License #	DIR Registration Number

---

Respectfully Submitted:

Name of Bidder:

Type of Organization:

\_\_\_\_\_

Signed by:

\_\_\_\_\_

Title of Signer:

\_\_\_\_\_

Address of Bidder:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Contractor's License Number:

\_\_\_\_\_

If the Bidder is a corporation, and signer is not President or Secretary, attach certified copy of By-Laws or Resolution authorizing execution. If bidder is a corporation affix corporate seal. If signer is an agent attach power of attorney. If bidder is not an individual, list names of other persons authorized to bond the organization.

## Revised Public Works Contractor Registration Law (SB 96)

(Signed into law June 28, 2017, became effective immediately)

It revised the previous SB 854 to update the fees to be collected to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects that meet the requirements for new construction, alteration, installation, demolition or repair that exceed \$25,000.00 for new construction or \$15,000.00 for maintenance, will be required to register, and annually renew, online for the program. The cost to register for the program is currently \$400.00 and is non-refundable. This is a DIR fee paid to the state. The District will not register a contractor, nor collect funds for registration.

No quote can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on District projects in the future, please ensure you are registered with the DIR. The District will be required to complete a form PWC-100 notifying the DIR of the services you are providing, based on requirements above.

See Attachment "A" for the information required on the PWC-100 form. This information must be included in all quotes and/or bids, and must also be included for any subcontractor you use (they must also be registered with DIR). The District will not issue a Purchase Order without the completed PWC-100 form.



Attachment "A"

PWC-100 Information

FORM MUST BE RETURNED WITH BID

CONTRACTOR'S INFORMATION REQUIRED

**\*\*MUST BE COMPLETED FOR ALL CONTRACTORS AND SUB-CONTRACTORS\*\***

Contractor's Name and Address \_\_\_\_\_

Contractor's Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

Registration Number given by DIR \_\_\_\_\_

Project Name \_\_\_\_\_

Project Description \_\_\_\_\_

Project Cost \_\_\_\_\_

Estimated Start Date \_\_\_\_\_

Estimated Completion Date \_\_\_\_\_

Project Superintendent Name \_\_\_\_\_

Classification, (please select one)

- |  |  |   |  |
|--|--|---|--|
| <input type="checkbox"/> Asbestos        | <input type="checkbox"/> Boilermaker       | <input type="checkbox"/> Bricklayers      | <input type="checkbox"/> Carpenters      |
| <input type="checkbox"/> Carpet/Linoleum | <input type="checkbox"/> Cement Masons     | <input type="checkbox"/> Drywall Finisher | <input type="checkbox"/> Drywall/Lathers |
| <input type="checkbox"/> Electricians    | <input type="checkbox"/> Elevator Mechanic | <input type="checkbox"/> Glaziers         | <input type="checkbox"/> Iron Workers    |
| <input type="checkbox"/> Laborers        | <input type="checkbox"/> Mill Wrights      | <input type="checkbox"/> Operating Eng    | <input type="checkbox"/> Painters        |
| <input type="checkbox"/> Pile Drivers    | <input type="checkbox"/> Pipe Trades       | <input type="checkbox"/> Plasterers       | <input type="checkbox"/> Roofers         |
| <input type="checkbox"/> Sheet Metal     | <input type="checkbox"/> Sound/Comm        | <input type="checkbox"/> Surveyors        | <input type="checkbox"/> Teamster        |
| <input type="checkbox"/> Tile Workers    |  |   |  |

**CONTRACTOR'S CERTIFICATE  
REGARDING WORKMEN'S COMPENSATION**

Labor Code Section 3700

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) 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 his employees."

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 filed with the awarding body prior to performing any work under this contract.)

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

(Public Contract Code Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, 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].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**SITE VISIT CERTIFICATION**

I certify that I have visited the site of the proposed work and have fully aquatinted myself with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the work under contract.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I fully indemnify **DISTRICT**, the Architect, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit to the site.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Type Name of Bidder)

SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

## CERTIFICATION OF BIDDER AND QUALIFICATIONS

The undersigned bidder certifies that he or she is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that he or she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The bidder represents that he or she is competent, knowledgeable and has special skills with respect to the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the work which may create, during the work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that he or she is aware of such peculiar risks and that he or she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Furthermore, bidder hereby certifies to the District that all representations, certifications and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Contractor's License Expiration Date

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title of Signator

## CERTIFICATION OF BIDDER AND QUALIFICATIONS SUPPLEMENTAL

Please provide the last five (5) playground installment projects your company has completed for public entities starting with the most recent project. It is the bidder's responsibility to confirm that the contact information is current.

- 1) Name of Pubic Entity: \_\_\_\_\_  
Project dollar amount: \_\_\_\_\_  
Project Date: \_\_\_\_\_  
Playground Manufacturer: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_
  
- 2) Name of Pubic Entity: \_\_\_\_\_  
Project dollar amount: \_\_\_\_\_  
Project Date: \_\_\_\_\_  
Playground Manufacturer: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_
  
- 3) Name of Pubic Entity: \_\_\_\_\_  
Project dollar amount: \_\_\_\_\_  
Project Date: \_\_\_\_\_  
Playground Manufacturer: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_
  
- 4) Name of Pubic Entity: \_\_\_\_\_  
Project dollar amount: \_\_\_\_\_  
Project Date: \_\_\_\_\_  
Playground Manufacturer: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_
  
- 5) Name of Pubic Entity: \_\_\_\_\_  
Project dollar amount: \_\_\_\_\_  
Project Date: \_\_\_\_\_  
Playground Manufacturer: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
**Contractor Signature**

\_\_\_\_\_  
**Please Print Name**

**CRIMINAL BACKGROUND INVESTIGATION  
CERTIFICATION (Contractor)**

**Morongo Unified School District**

The undersigned does hereby certify to the governing board of the School District ("District") as follows:

1. That I am a representative of \_\_\_\_\_ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.
2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.
3. That a complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract shall be provided upon award of bid.

Dated: \_\_\_\_\_

**CONTRACTOR**

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

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

MORONGO UNIFIED SCHOOL DISTRICT  
5715 UTAH TRAIL  
29 PALMS, CA 92277

**HOLD HARMLESS**

CONTRACTOR hereby agrees to indemnify, defend, save and hold harmless the MORONGO UNIFIED SCHOOL DISTRICT and the CALIFORNIA SCHOOLS RISK MANAGEMENT – JPA, its departments, agencies, officers or employees from and against any and all liability, loss, expense including reasonable attorney fees, or claims for injury or damages arising out of the performance of the services rendered by CONTRACTOR whether caused by any error, omission or act of CONSULTANT or any person employed by him or her or by the District. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees. (See "Article 56" of "General Conditions" for further details.)

Date \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Please Print Name



**MORONGO UNIFIED SCHOOL DISTRICT  
DRUG-FREE WORKPLACE CERTIFICATION**

State and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code § 8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions that will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - (i) The dangers of drug abuse in the workplace;
    - (ii) Contractor's policy of maintaining a drug-free workplace;
    - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - (iv) The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

# **Contract Documents:**

**BID# 19-02**

## **Playground Replacement at Various District Sites**

**(Condor Elementary School, Friendly Hills Elementary School, Oasis  
Elementary School, Onaga Elementary School, Palm Vista Elementary  
School, Twentynine Palms Elementary School, Yucca Mesa  
Elementary School and Plus Program School)**

**AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_ day of \_\_\_\_\_, 2020, in the County of San Bernardino, State of California, by and between **MORONGO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT," and \_\_\_\_\_ (*name of contractor*), hereinafter referred to as "CONTRACTOR,"

W I T N E S S E T H:

That the DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the contract documents, including the Notice to Contractors Calling for Bids, Information for Bidders, Bid Form, Deviations Form, Bid Bond, Designation of Sub-Contractors, Contractor's Certifications of Workers Compensation, Non-Collusion Declaration, Site Visitation Certification, Certification of Bidder and Qualifications, Criminal Background Investigation Certification, Plans, Drawings, Specifications, General Conditions and any addenda thereto, the Agreement, Payment and Performance Bonds, Supplementary General Conditions and all modifications and amendments thereto. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the completion of the work associated to:

**Bid #19-02 Playground Replacement at Various District Sites**

All of said work to be performed and materials to be furnished shall be in strict accordance with the Plans, Drawings, Specifications and provisions of the contract hereinabove enumerated.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of

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

4. The work shall be commenced on **Wednesday, April 1, 2020** and shall be completed by no later than **Monday, June 15, 2020**. Award of bid/contract shall be of **Tuesday, March 24, 2020**.

5. The acceptance by the CONTRACTOR of the final payment shall constitute a waiver of all claims against the DISTRICT under or arising out of this contract.

6. Time is of the essence, and CONTRACTOR agrees to forfeit and pay to DISTRICT **\$250.00 (two hundred fifty dollars)** per project site for each calendar day completion of work is delayed beyond the specified day of completion.

7. CONTRACTOR shall take out and maintain during the life of this contract **insurance as required** by Article 20 through 23 of the General Conditions in the following amounts:

**I. General Liability:**

- A. Commercial General Liability with \$1,000,000 per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, Completed Operations.
- B. Contractor's insurance to be primary and non-contributory.
- C. 30-Day notice of intent to cancel, non-renew, or make material change in coverage. **Morongo Unified School District and CSRJ JPA to be named as "Additional Insured."**
- D. Executed Indemnity and Hold Harmless Agreement or substantially similar provisions should be included in the bid specifications or contract.

**II. Automobile Liability:**

- A. \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per accident.
- B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- C. 30-Day notice of intent to cancel, non-renew, or make material change in coverage.

**III. Workers' Compensation/Employer's Liability:**

- A. Certificate of Insurance indicating "statutory" limits.
- B. 30-Day notice of intent to cancel, non-renew, or make material change in coverage.
- C. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

**IV. Sexual Abuse or Molestation Injury Limit of \$3,000,000 per occurrence.**

8. CONTRACTOR hereby agrees to indemnify, defend, save and hold harmless the MORONGO UNIFIED SCHOOL DISTRICT and the CALIFORNIA SCHOOLS RISK MANAGEMENT – JPA, its departments, agencies, officers or employees from and against any and all liability, loss, expense including reasonable attorney fees, or claims for injury or damages arising out of the performance of the services rendered by CONTRACTOR whether caused by any error, omission or act of CONTRACTOR or any person employed by him or her or by the District. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By \_\_\_\_\_ By \_\_\_\_\_  
"DISTRICT" "CONTRACTOR"

Contractor's License No. \_\_\_\_\_

CORPORATE SEAL

**PERFORMANCE BOND**

100% OF CONTRACT AMOUNT

WHEREAS, the **MORONGO UNIFIED SCHOOL DISTRICT** by Board action on \_\_\_\_\_, 2020, has awarded to \_\_\_\_\_

hereinafter designated as the "Principal," a contract for the work described as follows:

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, \_\_\_\_\_  
(Name of Principal)

of \_\_\_\_\_  
(Address)

City of \_\_\_\_\_, State of \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, legally doing business in California as an admitted surety insurer at \_\_\_\_\_, City of \_\_\_\_\_, State of California, as Surety, are indebted to Morongo Unified School District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principals, his or its heirs, executors, administrators, successors or assigns, shall keep and perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall remain in full force.

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

In the event suit is brought upon this bond by the District and judgement is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorneys fees, to be fixed by the Court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

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

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

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

(Attach Attorney in Fact Certificate)

Title \_\_\_\_\_

**PAYMENT BOND**  
100% OF CONTRACT AMOUNT  
(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENT: That

WHEREAS, the MORONGO UNIFIED SCHOOL DISTRICT by  
resolution passed \_\_\_\_\_, 2020, has awarded  
to \_\_\_\_\_,  
designated as the "Contractor", a contract for the work described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
*WHEREAS, said contractor is required by Division 4, Part VI, Title III, Chapter 5, (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with said contract;*

NOW THEREFORE, we, the undersigned contractor and \_\_\_\_\_  
\_\_\_\_\_ as surety are held and firmly bound unto the  
\_\_\_\_\_ District in the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for  
which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in civil Code Section 9100, or amounts due under the Unemployment Insurance Code Section 13020 with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of the employees of the contractor and his subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assignees in any suit brought upon this bond.

And the said surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in anywise affects its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the contractor and surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_



TABLE OF CONTENTS TO THE GENERAL CONDITIONS

1. Definitions .....	1
2. Specifications.....	1
3. Copies Furnished.....	1
4. Instructions.....	2
5. Extension of Time.....	2
6. Progress Schedule.....	2
7. Contract Security.....	2
8. Assignment.....	2
9. Claims for Damages.....	2
10. Separate Contracts.....	3
11. Subcontracting.....	3
12. District's Right to Terminate Contract.....	4
13. Guarantee.....	4
14. Notice and Service Thereof.....	5
15. Workers.....	5
16. Wage Rates.....	6
17. Apprentices.....	7
18. Hours of Work.....	7
19. Workmen's Compensation Insurance.....	8
20. Public Liability and Property Damage Insurance.....	8
21. Fire Insurance.....	8
22. Proof of Carriage of Insurance.....	8
23. Laws and Regulations.....	8
24. Permits and Licenses.....	9
25. Surveys.....	9
26. Excise Taxes.....	9
27. Patents, Royalties, and Indemnities.....	9
28. Materials.....	9
29. Substitutions.....	10
30. Shop Drawings.....	10
31. Samples.....	10
32. Cost Breakdown and Periodical Estimates.....	11
33. Pavments.....	11
34. Pavments Withheld.....	11
35. Changes and Extra Work.....	12
36. Deductions for Uncorrected Work.....	13

37. Payments by Contractor.....	13
38. Contractor's Supervisor.....	13
39. Documents on Work.....	14
40. Utilities.....	14
41. Sanitary Facilities.....	14
42. Protection of Work and Property.....	14
43. Cutting and Patching.....	15
44. Cleaning Up.....	16
45. Correction of Work Before Final Payment.....	16
46. Access to Work.....	16
47. Occupancy.....	16
48. District's Inspector.....	16
49. Tests and Inspections.....	17
50. Soils Investigation.....	17
51. District's Status.....	18
52. District's Decisions.....	18
53. Provisions Required by Law Deemed Inserted.....	18
54. Utilities: Removal, Restoration.....	18
55. Travel and Subsistence Payments.....	19
56. Hold Harmless Agreement.....	19
57. Auditor General Examination and Audit.....	19
58. Substitution of Securities.....	20
59. Mediation and Arbitration of Claims.....	20

General Conditions Attachment #1  
General Conditions Attachment #2

## GENERAL CONDITIONS

### Article 1. DEFINITIONS

- (a) The DISTRICT or OWNER and CONTRACTOR are those mentioned as such in the Agreement. They are treated through in the contract documents as if they are of singular number and masculine gender.
- (b) Subcontractor, as used herein, includes those having direct contract with CONTRACTOR, and one who furnished material worked to a special design according to plans, drawings and specifications of this work, but does not include one who merely furnished material not so worked.
- (c) Surety is the person, firm or corporation that executes as surety the CONTRACTOR'S Performance Bond and Payment Bond.
- (d) Provide shall include "Provide complete in place"; that is, "furnish and install."
- (e) As shown, as indicated, as detailed refer to drawings accompanying this Specification.
- (f) Work of the CONTRACTOR or subcontractor includes labor or materials or both.
- (g) References to Special Conditions shall mean Supplementary General Conditions.

### Article 2. SPECIFICATIONS

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied has a well know technical or trade meaning shall be deemed to refer to such recognized standards.

Interpretations: Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be same as similar parts that are shown or specified. Large scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if CONTRACTOR observes that drawings and specifications are in conflict, he shall promptly notify the District in writing. The specification calling for the higher quality material or workmanship shall prevail.

The District shall clarify questions regarding interpretation of drawings and specifications.

### Article 3. COPIES FURNISHED

CONTRACTOR will be furnished, free of charge, a maximum of one (1) copy of the bidding drawings and specifications, **Bid #19-02 Playground Replacement at Various District Sites**, (to be handed out at jobwalk.) Additional copies may be obtained at cost of reproduction.

#### Article 4. INSTRUCTIONS.

Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper instruction.

#### Article 5. EXTENSION OF TIME

CONTRACTOR shall not be penalized, as set forth in Paragraph 6 of the Agreement, because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including but not restricted to: acts of God, or of public enemy, acts of government, acts of DISTRICT or anyone employed by it or acts of another contractor in performance of a contract with the DISTRICT, fires, floods, epidemics, quarantine restriction, strikes, and unusually severe weather or delays of subcontractors due to such causes. CONTRACTOR shall within ten (10) days of beginning of any such delay (unless DISTRICT grants in writing a further period of time to file such notice prior to date of final settlement of the contract) notify DISTRICT in writing of causes of delay; thereupon DISTRICT shall ascertain the facts and extend of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT'S findings of fact thereon shall be final and conclusive on the parties hereto.

#### Article 6. PROGRESS SCHEDULE

Immediately after being awarded contract, CONTRACTOR shall prepare an estimated progress schedule and submit same for DISTRICT'S approval. Schedule shall indicate the beginning and completion dates of all phases of construction.

#### Article 7. CONTRACT SECURITY

Unless otherwise specified in Special Conditions, CONTRACTOR shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond in amount equal to 100 percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract.

#### Article 8. ASSIGNMENT

CONTRACTOR shall not assign this contract or any part thereof without prior written consent of DISTRICT. Any assignment of money due or to become due under this contract shall be subject to prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all personal firms or corporations rendering such services of supplying such materials to the extent that claims are filed pursuant to the Civil Code and the Government Code.

#### Article 9. CLAIMS FOR DAMAGES

If the CONTRACTOR should claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, he shall, within five (5) days after sustaining of such damage, make to the District a written statement of damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the CONTRACTOR shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, his claims for compensation shall be forfeited and invalidated and he shall not be entitled to consideration for payment on account of any such damage.

## Article 10. SEPARATE CONTRACTS

DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of CONTRACTOR'S work depends for proper execution or results upon work of any other contractor, the CONTRACTOR shall inspect and promptly report to District in writing any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in other contractor's work after execution of his work.

To insure proper execution of his subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between executed work and contract documents.

CONTRACTOR shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the project to the end that CONTRACTOR may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. DISTRICT shall not be responsible for any damages suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on project, or caused by any decision or omission of DISTRICT respecting the order of precedence in performance of contracts.

## Article 11. SUBCONTRACTING

(a) CONTRACTOR agrees to bind every subcontractor by terms of this contract as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of this contract, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons either directly or indirectly employed by himself. Nothing contained in contract documents shall create any contractual relation between any subcontractor and DISTRICT.

(b) DISTRICT'S consent to or approval of any subcontractor under this contract shall not in any way relieve CONTRACTOR of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

(c) Substitution or addition of sub contractors shall be permitted only as authorized in Chapter 2 (commencing at Section 4100), Division 5, Title 1 of the California Government Code.

## Article 12. DISTRICT'S RIGHT TO TERMINATE CONTRACT

If the CONTRACTOR refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of DISTRICT, or if he or his subcontractors should violate any of the provisions of this contract, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, this contraction shall upon the expiration of said ten days, cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until work is finished. In event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and CONTRACTOR, and surety shall have the right to take over and perform this contract, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this contract or does not commence performance within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and CONTRACTOR and his surety shall be liable to DISTRICT for any excess cost or other damages occasioned the DISTRICT thereby. IF the district takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials appliances, plant, and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefor.

If unpaid balance of contract price shall exceed expense of finishing work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to CONTRACTOR. If such expense shall exceed such unpaid balance, CONTRACTOR shall pay difference to DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR'S default, shall be certified by District, whose decision shall be final.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

## Article 13. GUARANTEE

Besides guarantees required elsewhere, CONTRACTOR shall, and hereby does, guarantee all work for a period of one (1) year after date of acceptance of work by DISTRICT and shall repair or replace any or all such work, together with any other work which may be displace in so doing, that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. DISTRICT will give notice of observed defects with reasonable promptness. CONTRACTOR shall notify DISTRICT upon completion of repairs.

In the event of failure of CONTRACTOR to commence and pursue with diligence said replacements or repairs within one (1) week after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired and made good at expense of CONTRACTOR who hereby agrees to pay costs and charges therefor immediately on demand.

If, in the opinion of the DISTRICT, defective work creates a dangerous condition or required immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give notice required by this article. If the CONTRACTOR cannot be contacted or does not comply with the DISTRICT'S request, for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR. Such action by the DISTRICT will not relieve the CONTRACTOR of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish DISTRICT all appropriate guarantee or warranty certificates upon completion of the project.

#### Article 14. NOTICE AND SERVICE THEREOF

Any notice from one party to the other under this contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (a) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in United States mails, enclosed in a sealed envelope addressed to DISTRICT, postage prepaid and registered;
- (b) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to his foreman at site of project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said CONTRACTOR at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
- (c) If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.

#### Article 15. WORKERS

- (a) CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him.
- (b) Any person in the employ of the CONTRACTOR whom DISTRICT may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of DISTRICT.

## Article 16. WAGE RATES

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1 part 7, Division 2 of the Labor Code of California, the governing body of DISTRICT has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. The general prevailing rate of per diem wages determined are set forth in the Notice to Contractors or are available at the District Office.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the CONTRACTOR or any of his subcontractors engaged in work on the project not less than the wage rate listed herein, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with labor Code Section 1773.8.

The CONTRACTOR shall, as a penalty to the DISTRICT forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which worker was paid less than the stipulated prevailing wage rate shall be paid by the CONTRACTOR.

Any worker employed to perform work on the project, which work is not covered by any classification listed in Notice to Contractors shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by him, and such person in such classification.

Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, and similar purposes.

CONTRACTOR and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation, and actual per diem wages paid to each worker employed by him in connection with this public work. **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

**June 20, 2014:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

**April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner*



*anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

**January 1, 2016:** The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

**Exceptions:** The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

*These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.*

CONTRACTOR shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### Article 17. APPRENTICES

Apprentices of any crafts or trades may be employed, and when required by Labor code Section 1777.5, shall be employed provided they are properly indentured to the CONTRACTOR in full compliance with provisions of the Labor Code. The CONTRACTOR agrees that he will comply with the provisions of Labor Code Section 1777.5.

#### Article 18. HOURS OF WORK

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any sub contractor on any part of this contract is limited and restricted to eight (8) hours per day and forty (40) hours during any one week. Workers shall be permitted to work on this contract in excess of eight (8) hours per day or forty (40) hours per week upon compensation at a minimum of one and one-half times the basic rate of pay.

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

The CONTRACTOR shall pay to the DISTRICT a penalty of fifty dollars (\$50.00) for each worker employed in the execution of this contract by CONTRACTOR or by any sub contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor code.

Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

## Article 19. WORKMEN'S COMPENSATION INSURANCE

The CONTRACTOR shall provide, during the life of this contract, workmen's compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide workmen's compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the CONTRACTOR'S insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workmen's Compensation Statute, the CONTRACTOR shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of his insurance protecting workers.

## Article 20. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

CONTRACTOR shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and DISTRICT from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract, in amounts as set forth in the Agreement.

CONTRACTOR shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance in appropriate amounts.

## Article 21. FIRE INSURANCE

CONTRACTOR **shall not be required to maintain or cause to be maintained fire insurance** on all work subject to loss or damage by fire.

## Article 22. PROOF OF CARRIAGE OF INSURANCE

CONTRACTOR shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which have been delivered in duplicate to and approved by DISTRICT. DISTRICT shall be named as a co-insured in all said insurance policies.

(a) Certificates and insurance policies shall include the following clause:

"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(b) Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

## Article 23. LAWS AND REGULATIONS

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations

bearing on conduct of work as indicated and specified. If CONTRACTOR observed that drawings and specifications are at variance therewith, he shall promptly notify District in writing and any changes deemed necessary by the District shall be adjusted as provided in contract for changes in work. If CONTRACTOR performs any work which he knew, or through exercise or reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to District, he shall bear all costs arising therefrom.

#### Article 24. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by CONTRACTOR, unless otherwise specified.

#### Article 25. SURVEYS

Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, and site work shall be provided by CONTRACTOR.

#### Article 26. EXCISE TAXES

If under federal excise tax law transaction hereunder constitutes a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute a certificate of exemption which will certify (1) that the DISTRICT is a political subdivision of the State for the purpose of such exemption and (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

#### Article 27. PATENTS, ROYALTIES, AND INDEMNITIES

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

#### Article 28. MATERIALS

Unless otherwise specifically stated in this contract, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, facilities of every nature whatsoever necessary to execute and complete this contract within specified time.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.

Materials shall be furnished in ample quantities and at such time as to insure uninterrupted progress of work and shall be stored properly and protected as required. CONTRACTOR shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

No material, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by a seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver

premises, together with all improvements and appurtenances constructed or placed thereon by him, to DISTRICT free from any claims, liens, or charges. He further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hands of DISTRICT, and these such persons to look to funds due CONTRACTOR in hands of DISTRICT, and these provisions shall be given to all persons furnishing material.

#### Article 29. SUBSTITUTIONS

Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be sued for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process, or article offered by CONTRACTOR is not, in opinion of Architect or DISTRICT, substantially equal or better in every respect to that specified, the CONTRACTOR shall furnish material, process, or article specified. Burden of proof as to equality of any material, process, or article shall rest with CONTRACTOR. CONTRACTOR shall submit request together with substantiating data for substitution of an "or equal" item within thirty-five (35) days after award of contract. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

In event CONTRACTOR furnishes material, process or article more expensive than that specified difference in cost of such material, process, or article so furnished shall be borne by CONTRACTOR.

#### Article 30. SHOP DRAWINGS

CONTRACTOR shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor six (6) copies checked and approved by him of all shop or setting drawings, schedules, and materials list required for the work of various trades. District shall check and approve or disapprove within ten (10) days such schedules and drawings only for conformance with design concept of project and compliance with information given in contract documents. CONTRACTOR shall make any corrections required by District, file with him three (3) corrected copies and furnish six (6) corrected copies and furnish such other copies as may be needed for construction. District's approval of such drawings or schedules shall not relieve CONTRACTOR from responsibility for deviations from drawings or specifications unless he has in writing called District's attention to such deviations at time of submission and secured District's written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

#### Article 31. SAMPLES

CONTRACTOR shall furnish for approval, within fifteen (15) days following award of contract, all samples as required in specifications together with catalogs and supporting data required by District.

This provision shall not authorize any extension of time for performance of this contract. District will check and approve or disapprove such samples, within ten (10) working days from receipt of same, as to conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples.

#### Article 32. COST BREAKDOWN AND PERIODICAL ESTIMATES

CONTRACTOR shall furnish:

- (a) Within ten (10) days of award of contract a detailed estimate giving complete breakdown of contract price for each project or site; and
- (b) Within ten (10) days of request by DISTRICT, a schedule of estimated monthly payments which shall be due him under the contract.

Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions too or deductions from contract price.

#### Article 33. PAYMENTS

Each month with thirty (30) days after receipt of approved periodical estimate for partial payment, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of value of work performed and of materials delivered on the ground or stock subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or any bondsman from any damages arising from such work or from enforcing each and every provision of this contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by the DISTRICT shall remain un-complied with. The final payment of five percent (5%) of the value of the work done under this contract if unencumbered shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion. Acceptance will be made only by an action of the governing board of DISTRICT. Acceptance by CONTRACTOR of said final payment shall constitute a waiver of all claims against DISTRICT arising from this contract.

#### Article 34. PAYMENTS WITHHELD

In addition to amount which DISTRICT may retain under article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

- (a) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.
- (b) Defective work not remedied.
- (c) Failure of CONTRACTOR to make proper payments to this subcontractor or for material or labor.

(d) Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.

(3) Damage to another contractor.

If the above grounds are in the opinion of the DISTRICT removed, payment shall be made for amounts withheld because of them.

DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall be deemed the agent of CONTRACTOR and any payment so made by DISTRICT shall be considered as payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

### Article 35. CHANGES AND EXTRA WORK

DISTRICT, without invalidating contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, contract sum being adjusted accordingly. All such work shall be executed under conditions of original contract except that any claim for extension of time caused thereby shall be adjusted at time of ordering such change.

In giving instructions, District shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, and no claim for addition to contract sum shall be valid unless so ordered.

Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT in one or more of the following ways:

- (a) By acceptable lump sum proposal from CONTRACTOR .
- (b) By unit prices contained on CONTRACTOR'S original bid and incorporated in contract documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR.
- (c) By cost of material and labor and percentage for overhead and profit. The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deletions to contract:

	<u>EXTRA</u>	<u>CREDIT</u>
1. Material (attach itemized quantity and unit cost, plus sales tax)	_____	_____
2. Labor (attach itemized hours and rates)	_____	_____
3. Subtotal	_____	_____
4. Contractor/Subcontractor's overhead and profit, not to exceed 15% of the total of Item 3.	_____	_____

- |    |  |  |  |
|----|--|--|--|
| 5. | P.I. and P.D., Compensation Insurance, Social Security and Unemployment Taxes, no to exceed 10% of Item 3. |  |  |
| 6. | Subtotal   |  |  |
| 7. | Bond Premium, not to exceed 1% of Item 6.  |  |  |
| 8. | Total  |  |  |

If the CONTRACTOR should claim that any instruction, request, drawing specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to the CONTRACTOR or to grant an extension of time for the completion of the contract, or constitutes a waiver of any provision in the contract, he shall notify the DISTRICT, in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The CONTRACTOR'S failure to notify the DISTRICT within such ten-day period shall not disadvantage the DISTRICT. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article.

**Article 36. DEDUCTIONS FOR UNCORRECTED WORK**

If DISTRICT deems it inexpedient to correct work injured or done not in accordance with contract, an equitable deduction from contract price shall be made therefor.

**Article 37. PAYMENTS BY CONTRACTOR**

CONTRACTOR shall pay:

- (a) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- (b) For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment re delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and
- (c) To each of his subcontractors, not later than the 5th day following each payment to CONTRACTOR: the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

**Article 38. CONTRACTOR'S SUPERVISOR**

Unless personally present on premises where work is being done, CONTRACTOR shall keep on the work, during its progress, a competent superintendent satisfactory to District. Superintendent shall not be changed except with written consent of District. Superintendent shall represent CONTRACTOR in his absence and all directions given to superintendent shall be as binding as if given to CONTRACTOR.

CONTRACTOR shall give efficient supervision to work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover.

#### Article 39. DOCUMENTS ON WORK

CONTRACTOR shall keep one copy of all contract documents, including addenda change orders, and Titles 19, 21 and 24 of the California Administrative Code, which is a part of contract documents, on job at all times. Said documents shall be kept in good order and available to District and his representatives.

CONTRACTOR shall be acquainted with and comply with the provisions of said Titles as they relate to this project (see particularly the duties of contractor, 21 Cal. Admin. Code Sec. 35).

#### Article 40. UTILITIES

All utilities, including but not limited to electricity, water, gas, telephone used on work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work CONTRACTOR shall remove all temporary distribution systems.

If contract is for repair or addition to existing facility, CONTRACTOR may, with written permission of DISTRICT, use DISTRICT'S existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for construction.

#### Article 41. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities as required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal as directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.

#### Article 42. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the CONTRACTOR'S risk with the exception of damage to the work caused by "acts of God" as defined in Government Code Section 4151 (b). He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. CONTRACTOR shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. He shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to DISTRICT by CONTRACTOR.



In an emergency affecting safety of life or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act if so authorized or instructed by DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by agreement.

CONTRACTOR shall provide such heat, covering and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

CONTRACTOR shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

CONTRACTOR shall:

Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.

Provide substantial barricades around any shrubs or trees indicated to be preserved.

When directed by DISTRICT, take preventive measures to eliminate objectionable dust.

Confine his apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District and shall not unreasonably encumber premises with his materials, and enforce all instructions of DISTRICT and Inspector regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on construction site.

Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the DISTRICT.

#### Article 43. CUTTING AND PATCHING

CONTRACTOR shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work or other contractors showing on, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as District may direct.

All cost caused by defective or ill-timed work shall be borne by CONTRACTOR.

CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent of District.

#### Article 44. CLEANING UP

CONTRACTOR at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work; debris shall be removed from premises. CONTRACTOR shall not leave debris under, in, or about the premises. Upon completion of work, he shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; he shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary, barricades, planking and construction toilet and similar temporary facilities from site.

#### Article 45. CORRECTION OF WORK BEFORE FINAL PAYMENT

CONTRACTOR shall promptly remove from premises all work identified by DISTRICT as failing to conform to contract, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute his own work to comply with contract documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR'S expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

#### Article 46. ACCESS TO WORK

DISTRICT and its representatives shall at all times have access to work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access so that DISTRICT'S representatives may perform their functions under the contract.

#### Article 47. OCCUPANCY

DISTRICT reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date specified for completion of the work.

#### Article 48. DISTRICT'S INSPECTOR

An Inspector employed by DISTRICT in accordance with requirements of Title 21 of the California Administrative Code may be assigned to the work. His duties are specifically defined in Section 34 of said Title 21.

All work shall be under observation of said Inspector. He shall have free access to any or all parts of work at any time. He shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation of fulfill this contract. Inspector or District shall have authority to stop work whenever provisions of contract documents are not being complied with and CONTRACTOR shall instruct his employees accordingly.

#### Article 49. TESTS AND INSPECTIONS

If contract, DISTRICT'S instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, CONTRACTOR shall give notice in accordance with such authority of his readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform DISTRICT of date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of DISTRICT, it must, if required by DISTRICT, be uncovered for examination and satisfactorily reconstructed at CONTRACTOR'S expense in compliance with contract. Costs of tests of any materials found to be not in compliance with contract shall be paid for by CONTRACTOR. Other costs for tests and inspection of materials shall be paid by DISTRICT unless specifically provided otherwise.

CONTRACTOR shall notify DISTRICT a sufficient time in advance of manufacture of materials to be supplied by him under contract, which must by terms of contract be tested, in order that DISTRICT may arrange for testing of same at source of supply. Any materials shipped by CONTRACTOR from source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of DISTRICT and subsequent testing and inspection.

Re-examination of questioned work may be ordered by DISTRICT and, if so ordered, work must be uncovered by CONTRACTOR. If such work be found in accordance with contract documents, DISTRICT shall pay costs of re-examination and replacement. If such work be found not in accordance with contract documents, CONTRACTOR shall pay such costs.

#### Article 50. SOILS INVESTIGATION

This section mandates that any public works contract which involves digging trenches or other excavations that extend more than four (4) feet below the surface require that the CONTRACTOR shall promptly, before conditions are disturbed, notify the DISTRICT in writing of: (a) any material the CONTRACTOR believes may be hazardous waste; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

Once notified, pursuant to Section 7104(b), the DISTRICT is obligated to investigate and if hazardous waste is involved, or conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or time required for, performance of any part of the work, a change order must be issued. If a dispute arises between the DISTRICT and the CONTRACTOR, as to the conditions or a change in cost or required time for completion, the CONTRACTOR will not be excused from any scheduled completion date but shall have rights provided by contract or law regarding the resolution of the dispute. For your convenience, we have attached a copy of Section 7104.\*\*

#### Article 51. DISTRICT'S STATUS

The Director of Maintenance and Operations, or other assigned personnel shall be the DISTRICT'S representative during construction period and he shall observe the progress and quality of the work on behalf of the DISTRICT. He shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the contract documents. He shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.

The DISTRICT shall be, in the first instance, the judge of the performance of this contract.

#### Article 52. DISTRICT'S DECISIONS

The DISTRICT shall, within a reasonable time, make decisions on all claims of the DISTRICT or CONTRACTOR and on all other matters relating to the execution and progress of the work.

#### Article 53. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

#### Article 54. UTILITIES; REMOVAL, RESTORATION

Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this contract with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for delay in completion of the project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. DISTRICT shall compensate the CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment necessarily idle during such work.

The Article shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

If the CONTRACTOR, while performing work under this contract, discovers utility facilities not identified by the DISTRICT in the contract plans or specifications, he shall immediately notify the DISTRICT and the utility in writing.

#### Article 55. TRAVEL AND SUBSISTENCE PAYMENTS

Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.

#### Article 56. HOLD HARMLESS AGREEMENT

The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, or for defects in design furnished by such persons.

(b) Any injury to or death of persons or damage to property, sustained by any person, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, agents or independent contractors who are directly employed by the DISTRICT, or for defects in design furnished by such persons.

(c) The CONTRACTOR, at his own expense, cost, and risk shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand or liability, and shall pay or satisfy judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

#### Article 57. AUDITOR GENERAL EXAMINATION AND AUDIT

Pursuant to Government code Section 10532, the contracting parties shall be subject to the examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under the contract.

#### Article 58. SUBSTITUTION OF SECURITIES

Pursuant to Public Contract Code Section 22300, CONTRACTOR may request in writing the substitution of securities, at CONTRACTOR'S expense, for any monies withheld by DISTRICT to ensure performance. DISTRICT may, as a condition of granting the request, impose requirements relating to the ownership of the securities and the terms and conditions of the deposit, which requirements shall be consistent with Government Code Section 4590. DISTRICT may refuse to permit the substitution of securities if its requirements are not complied with by CONTRACTOR.

#### Article 59. MEDIATION AND ARBITRATION OF CLAIMS

Pursuant to Public Contract Code Section 20104(c), the current provisions of Article 1.5 of Chapter 1 of Part 3 of the Public Contract Code (commencing with Section 20104) dealing with the mediation and arbitration of public works claims are incorporated herein and a copy of these provisions are attached to these General Conditions.\*\*

## PUBLIC CONTRACT CODE

□ 7104. Contracts for digging trenches or excavations; notice on discovery of hazardous waste or other unusual conditions; investigations; change orders; effect on contract

Any public works contract of a local public entity which involved digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(Added by Stats.1989, c. 300, □1.)

## Article 1.5. Resolution of Construction Claims

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

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

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.0) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 [commencing with Section 2106] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

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

**Scope of Work  
&  
Project  
Specifications:**

**BID# 19-02**

**Playground Replacement at Various District  
Sites**

**(Condor Elementary School, Friendly Hills Elementary School, Oasis  
Elementary School, Onaga Elementary School, Palm Vista Elementary  
School, Twentynine Palms Elementary School, Yucca Mesa  
Elementary School and Plus Program School)**

# MORONGO UNIFIED SCHOOL DISTRICT

## Playground Installation of Playground Equipment at Various Sites:

Scope of Work Common at All Sites (see specific site plans for additional requirements at each site)

- a. Demo, hauling and disposal of the existing playground equipment and footings, including disposal fees. Remove, haul away and dispose of existing sand and unsuitable site materials at Yucca Mesa Elementary School. Remove, haul away and dispose of existing sand, rubber and unsuitable site materials at Onaga Elementary School. Remove, haul away and dispose of all spoils generated from footing excavations at all sites.
- b. Stockpile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation.
- c. Install owner furnished playground equipment with in-ground concrete footings, per included installation instructions, 3/8" aggregate minimum, 3000 PSI ready mix. Cost shall include 6' high temporary chain link fencing.
- d. Furnish and Install new ADA accessible concrete ramp, concrete curb and Sidewalk at specific sites per individual site plans. Concrete must meet 3/8" aggregate minimum, 3000 PSI ready mix, #3 rebar with 24" grid and a broom finish.
- e. Top off 4" to 12" of Engineered Wood Fibers as each site as needed to provide a flush condition at curb, sidewalk, border. Maintain a minimum of 12" of engineered wood fibers at locations. The following is the approximate area for each site. All areas shall be verified by the contractor.
  - a) Condor Elementary School – Area 8200 SF
  - b) Friendly elementary School – Area 4050 SF
  - c) Oasis Elementary School – Area 5730 SF
  - d) Onaga Elementary School – Area 5440 SF
  - e) Palm Vista Elementary School – 9680 SF
  - f) Plus Academy – Area 1280 SF
  - g) Twentynine Palms – Area 7240 SF
  - h) Yucca Mesa Elementary School – 4200 SF
- f. District has very specific requirements with regards to playground equipment installations and requires the following conditions shall apply to all subcontracts between District and Subcontractor:
  - a) Document project by taking photos of the site and areas affected by your work prior to the start of construction to document the existing condition. Daily progress report along with pictures, to be sent to Director of Maintenance & Operations of the District. Take photos throughout the construction phase to capture work progress. Take photos upon completion to show the finished product. Submit photos to District upon completion.
  - b) Return sidewalks, parking lots, landscaping areas, etc. in the condition found. Patch, repair, power wash areas affected by the new construction as needed to return to the original condition. Installer shall clean and wash playground and affected areas prior the playground opening (after surfacing is installed - this may require an additional trip to the job site).
  - c) All excess fill, demo items, project waste, etc. shall be hauled off site and not disposed in the owner's dumpsters.
  - d) On public works & larger project, it shall be the installer's responsibility to reach out to the project superintendent and obtain the latest plans and specs for the project to make

sure that all requirements of the project are met. Installer shall compare project plans with our drawings and verify footing sizes, concrete mix, etc. and report any conflicts to District, prior to the start of project.

- e) On public works projects as well as projects with a permit, installer shall reach out to the inspector to find out what inspections are necessary and set up inspections accordingly.
  - f) Installer shall take necessary measures (fencing, security, etc.) to protect new hardscape as well as new PIP surfacing until it has time to properly cure.
  - g) At the completion of each project, installer shall deliver the Playcraft Maintenance Kit to the District and have them sign a receipt for it using form provided by District and return to District.
- g. Should the District decide to have all playground equipment shipped to the site prior to the execution of this contract, Subcontractor agrees to move equipment that has been delivered to the school site to each individual playground area as included in the total price in this Agreement. Some of this playground equipment maybe stored on schools grounds in containers. Moving playground equipment from storage containers to the playground area is included in the Subcontractor's price. Prior to moving any playground equipment on site, Subcontractor shall determine if any damages have occurred during shipment to the school site, take pictures, and report to District any damages. Failure to promptly report any shipping damages to the District will make Subcontractor liable for any repairs or replacement of damaged playground equipment.
- h. Upon completion of work at each school, Subcontractor shall perform a final inspection of the project and walk the site with the District and the party or parties that engaged District to work on the project, hereinafter "Owner", or Owner's agents, to make sure that the work is complete and to their satisfaction. Subcontractor shall provide any repairs or adjustments that may be needed to finalize his work in a timely fashion.

In addition, upon final walk as described above, Subcontractor shall Hand Deliver to an authorized representative of the Morongo Unified School District the PLAYGROUND MAINTENANCE KIT provided by Playcraft Systems from the original shipping pallet and receive written confirmation of this delivery.

- i. Utilities include but are not limited to either underground or above ground water, sewer, gas, electricity, irrigation, phone and data. Subcontractor shall take all reasonable measures, including but not limited to hiring a private utility locating service to locate underground utilities which may be in conflict with his work in order to minimize damage to utilities. If utilities or any part of District's property is damaged due to the work performed by Subcontractor or his employees or agents, Subcontractor shall immediately take all necessary action in order to mitigate the situation and minimize further damage to the District's property, until such time that repairs can be made to the damaged utilities or property by Subcontractor at his expense.

Utility locating service is to be provided by Subcontractor and included in the Agreement.



3288 GREY HWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

**Playground Drawing**  
 Condor Elementary School  
 2551 Condor Rd  
 Twentynine Palms, CA 92277  
 A PROJECT FOR:  
**Morongo USD**

NOTES

DRAWN BY:  
**ST**

DATE: 10-30-2019

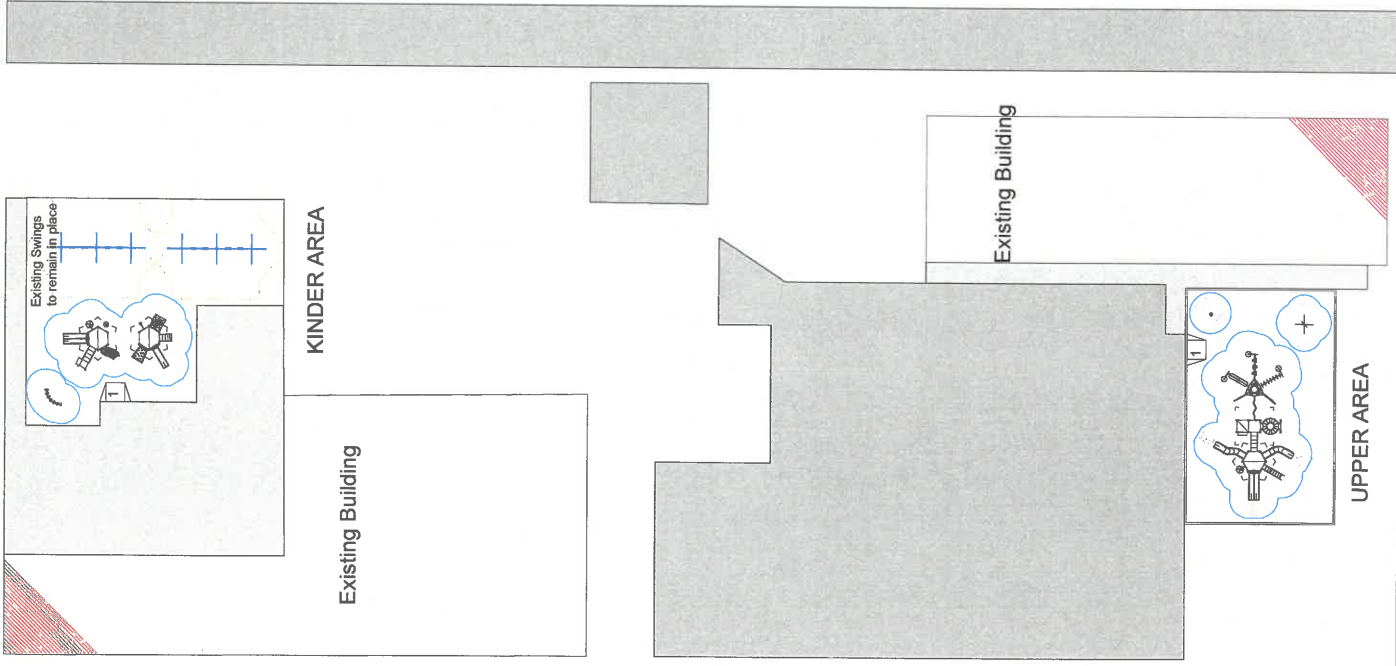
DRAWING NO.

**A1**

SHEET 1 OF 1

**Lower Area Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6" high temporary chain link fencing.
- Furnish and Install New ADA Concrete Ramp (To be verified)
- Top off engineered wood fibers as needed to provide a flush condition at Curb



**Upper Area Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6" high temporary chain link fencing.
- Cut portion of the curb and Furnish and Install New ADA Concrete Ramp
- Top off engineered wood fibers as needed to provide a flush condition at Curb.



3288 GREY HWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

**Friendly Hills Elementary School**  
 Playground Site Plan  
 7252 Sunny Vista Rd  
 Joshua Tree, CA 92252  
 A PROJECT FOR:  
 Morongo USD

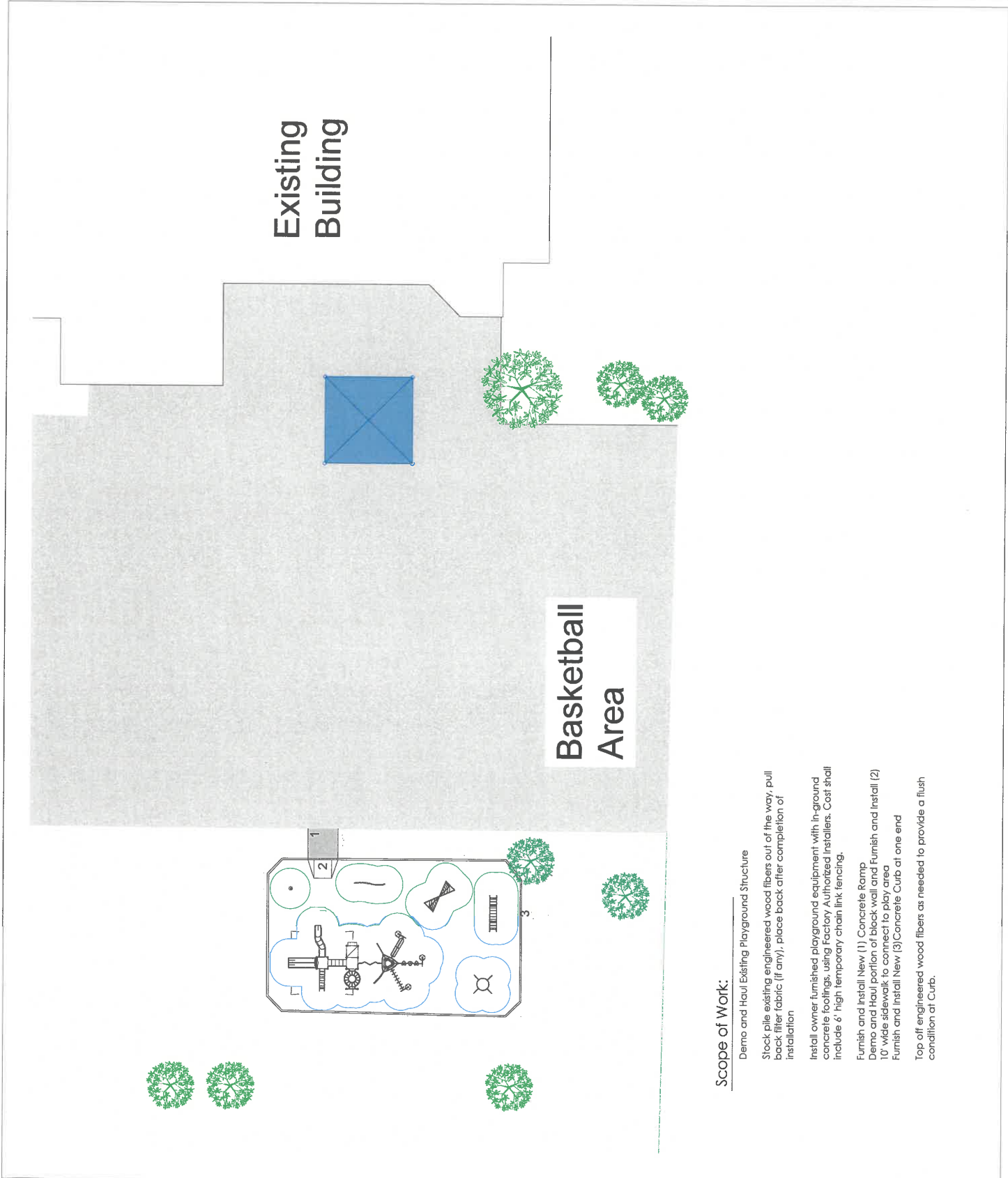
NOTES

DRAWN BY:  
**ST**

DATE: 12.31.19

DRAWING NO.  
**A1**

SHEET 1 OF 1



**Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.
- Furnish and Install New (1) Concrete Ramp
- Demo and Haul portion of black wall and Furnish and Install (2) 10' wide sidewalk to connect to play area
- Furnish and Install New (3) Concrete Curb at one end
- Top off engineered wood fibers as needed to provide a flush condition at Curb.



3288 GREY HAWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

**Playground Site Plan**  
 Oasis Elementary School  
 73175 El Paseo Dr  
 Twentynine Palms, CA 92277

A PROJECT FOR:  
**Morongo USD**

NOTES

DRAWN BY:

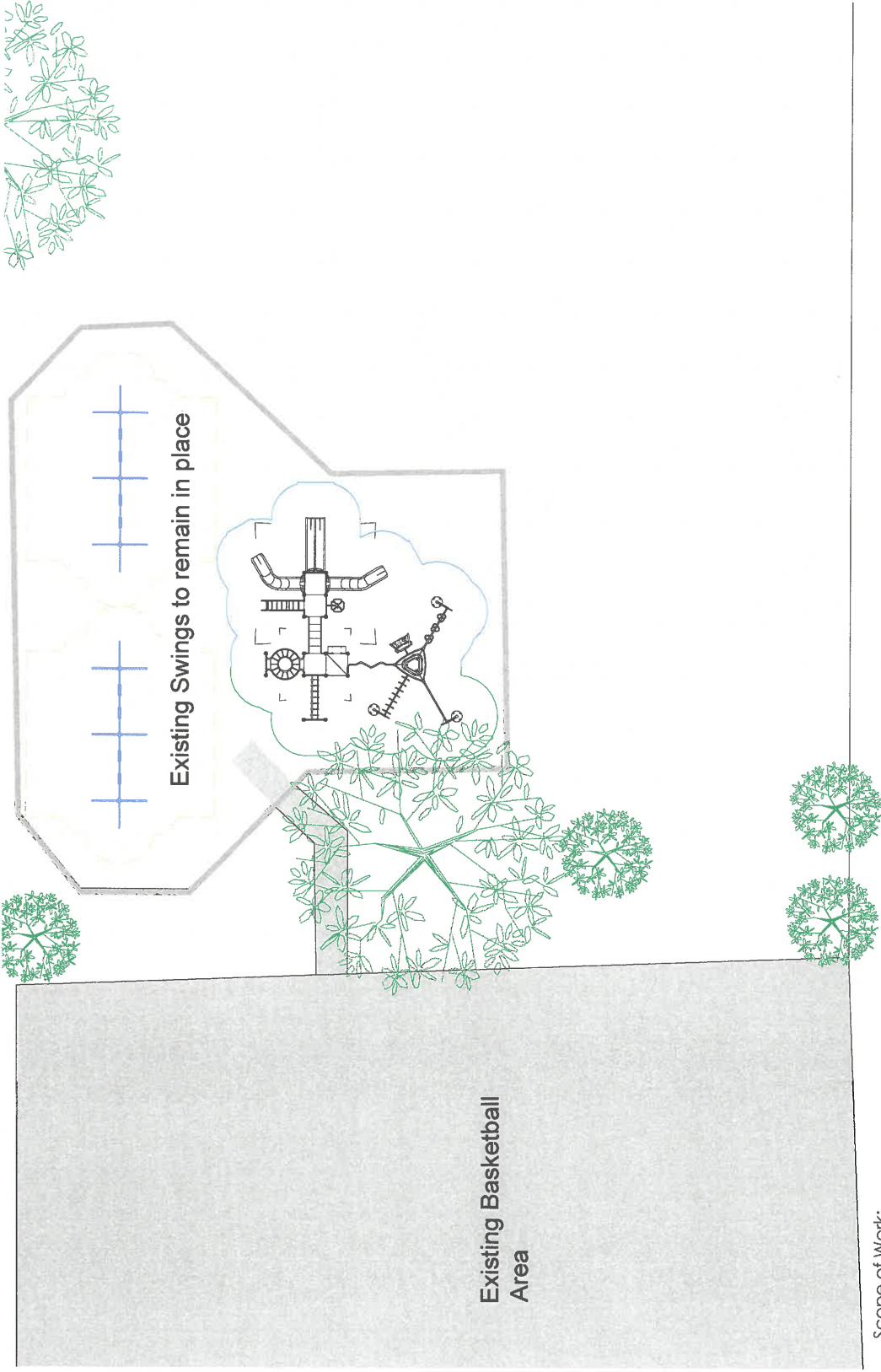
**ST**

DATE: 12/31/19

DRAWING NO.

**A1**

SHEET 1 OF 1



**Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filler fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized installers. Cost shall include 6' high temporary chain link fencing.
- Remove and Replace portion of Existing sidewalk from basketball Court to Play Area to comply with ADA path of travel. Area to be verified by contractor.
- Top off engineered wood fibers as needed to provide a flush condition at Curb.



3288 GREY HWK CT  
CARLSBAD, CA 92010  
PHONE 760.599.7355  
www.pacificplayinc.com

**Playground Site Plan**  
Onaga Elementary School  
58001 Onaga Trail  
Yucca Valley, CA 92284

A PROJECT FOR:  
**Morongo USD**

NOTES

DRAWN BY:

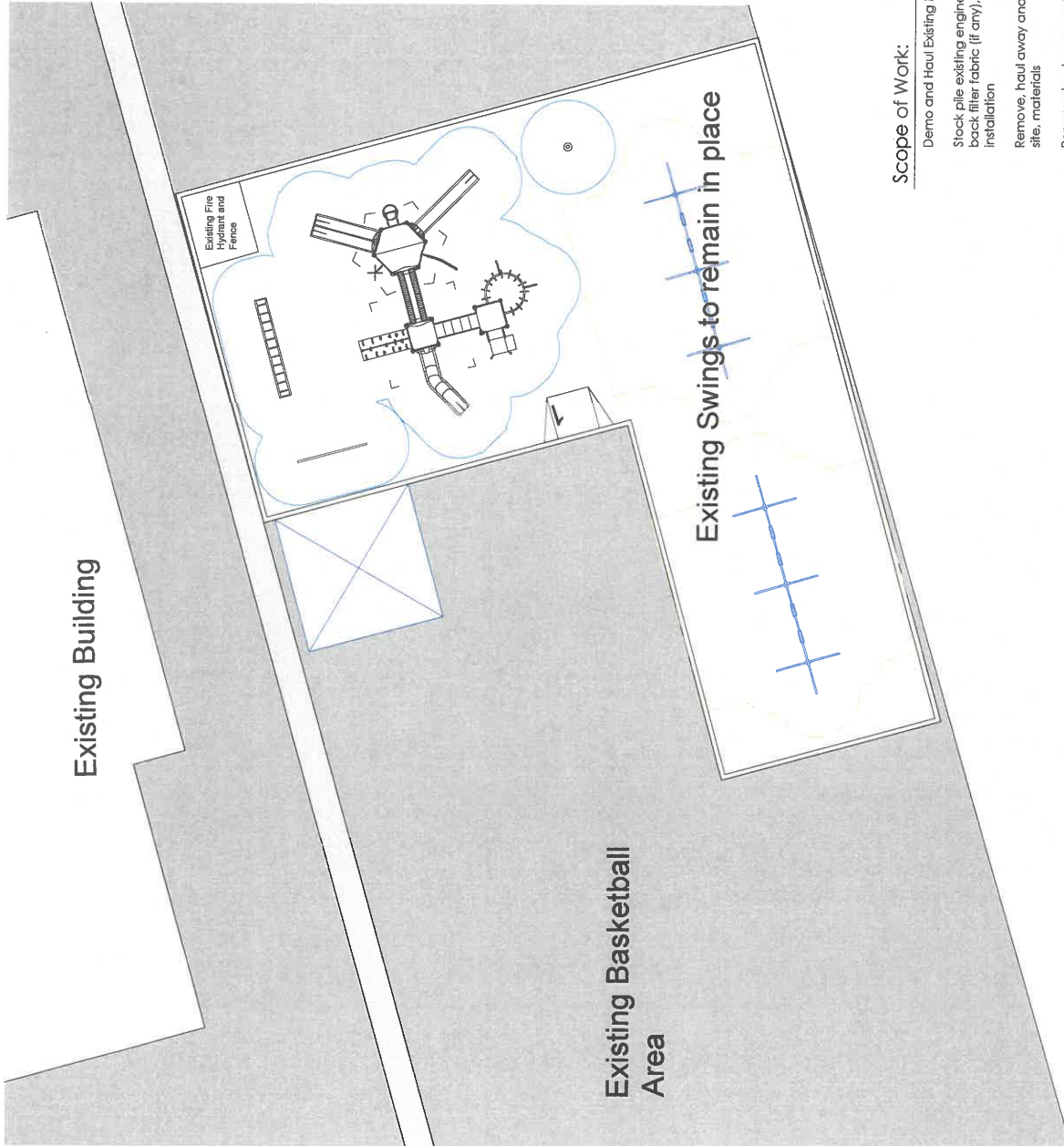
**ST**

DATE: 01-10-20

DRAWING NO.

**A1**

SHEET 1 OF 1



**Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filler fabric (if any), place back after completion of installation
- Remove, haul away and dispose of existing sand and unsuitable site, materials
- Remove, haul away and dispose of existing rubber surfacing and base
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.
- Furnish and Install New (1) Concrete Ramp
- Furnish and Install Engineered wood fibers to provide a flush condition at Curb.





3288 GREY HWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

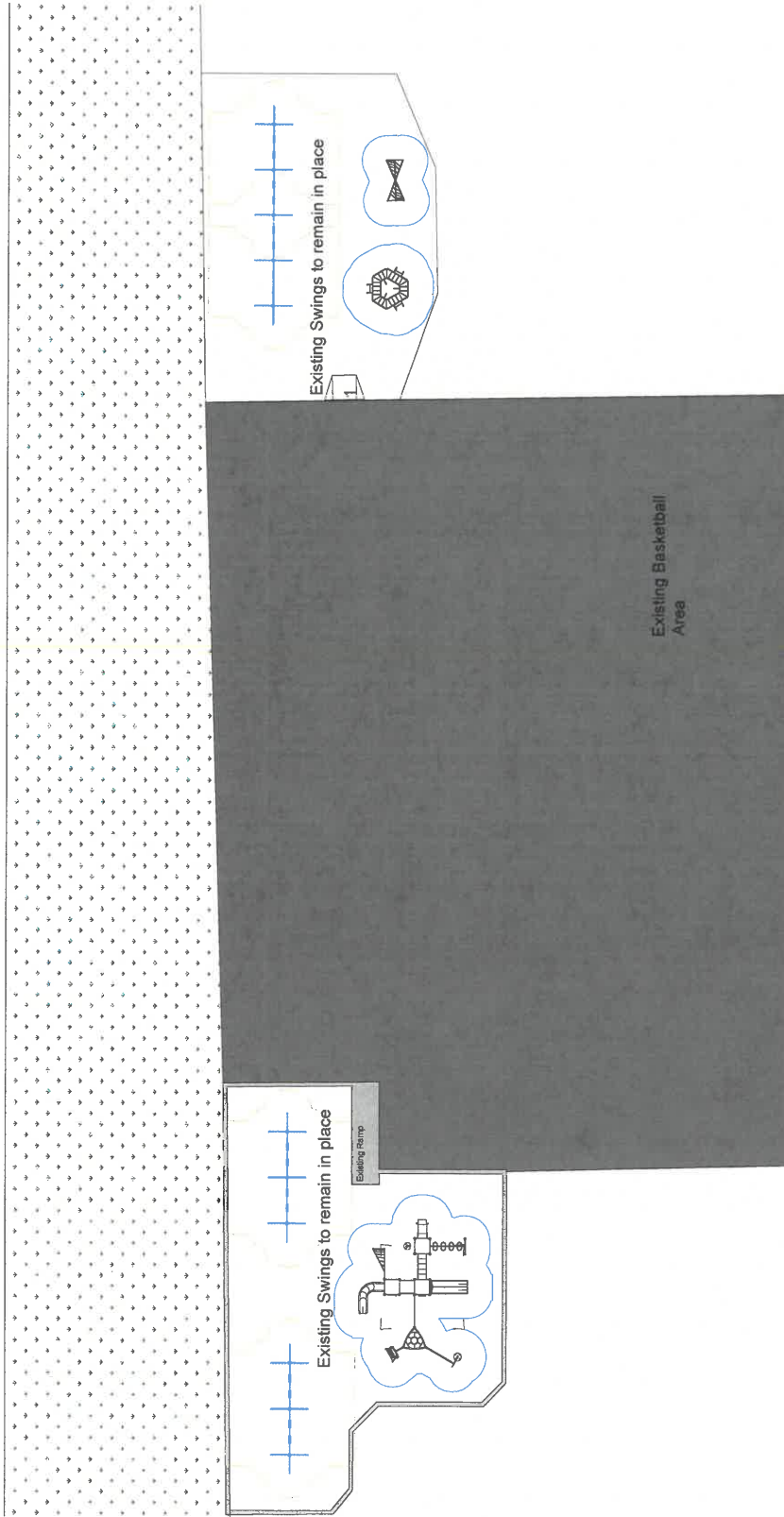
**Palm Vista Elementary School**  
 Playground Site Plan  
 74350 Baseline Rd  
 Twentynine Palms, CA 92277  
 A PROJECT FOR:  
 Morongo USD

**Upper Area Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filler fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.
- Top off engineered wood fibers as needed to provide a flush condition at Curb.

**Swings Area Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filler fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.
- Furnish and install New (1) ADA Concrete Ramp
- Top off engineered wood fibers as needed to provide a flush condition at Curb.



**NOTES**

**DRAWN BY:**

**ST**

**DATE: 12.31.19**

**DRAWING NO.**

**A1**

**SHEET 1 OF 1**



3288 GREY HWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

**Bright Futures Academy - Plus**  
 Playground Site Plan

5455 Luckie Ave,  
 Twentynine Palms, CA 92277

A PROJECT FOR:  
**Morongo USD**

NOTES

DRAWN BY:

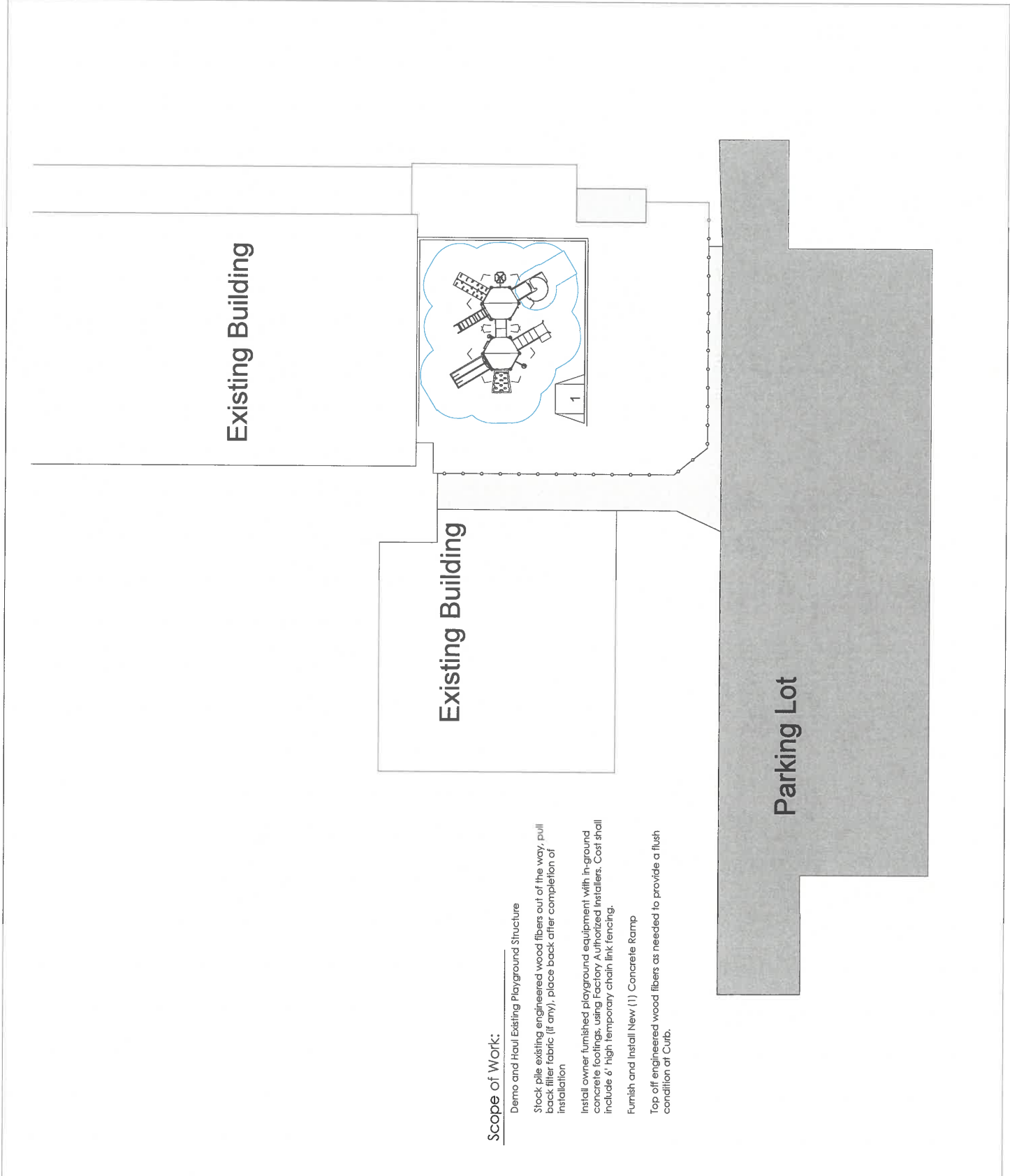
**ST**

DATE: 12.31.19

DRAWING NO.

**A1**

SHEET 1 OF 1



**Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.
- Furnish and Install New (1) Concrete Ramp
- Top off engineered wood fibers as needed to provide a flush condition at Curb.



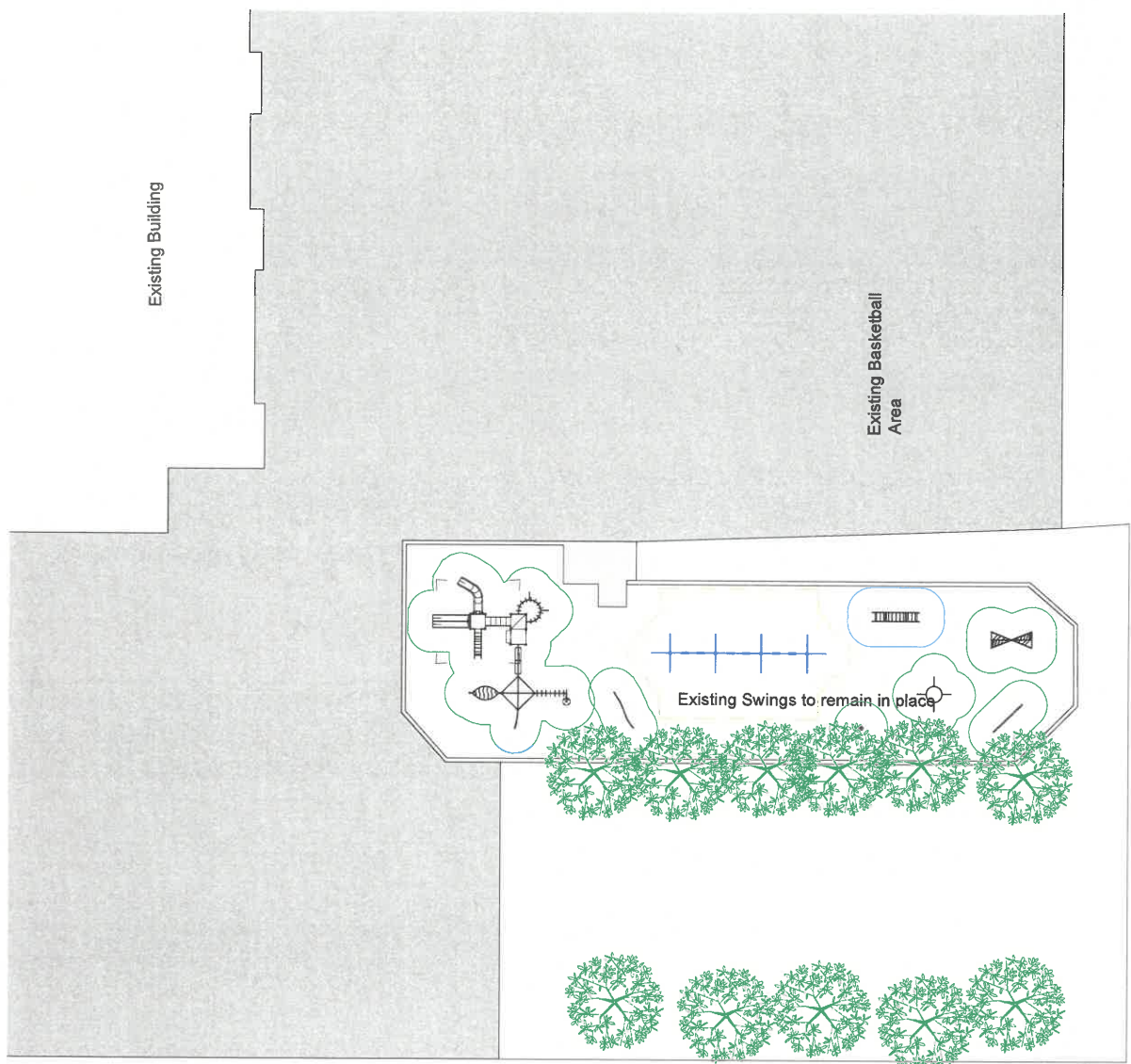
3288 GREY HWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

**Twenty-nine Palms Elementary School**  
 Playground Site Plan  
 7430 Playa Vista Dr,  
 Twenty-nine Palms, CA 92277  
 A PROJECT FOR:  
**Morongo USD**

NOTES

DRAWN BY:  
**ST**  
 DATE: 12.31.19

DRAWING NO.  
**A1**  
 SHEET 1 OF 1



**Scope of Work:**

- Demo and Haul Existing Playground Structure
- Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation
- Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized installers. Cost shall include 6' High temporary chain link fencing.
- Top off engineered wood fibers as needed to provide a flush condition at Curb.



3288 GREY HAWK CT  
 CARLSBAD, CA 92010  
 PHONE 760.599.7355  
 www.pacificplayinc.com

**Playground Drawings**  
 Yucca Mesa Elementary School  
 3380 Avdon Ave  
 Yucca Valley, CA 92284  
 A PROJECT FOR:  
 Morongo USD

**NOTES**

DRAWN BY:

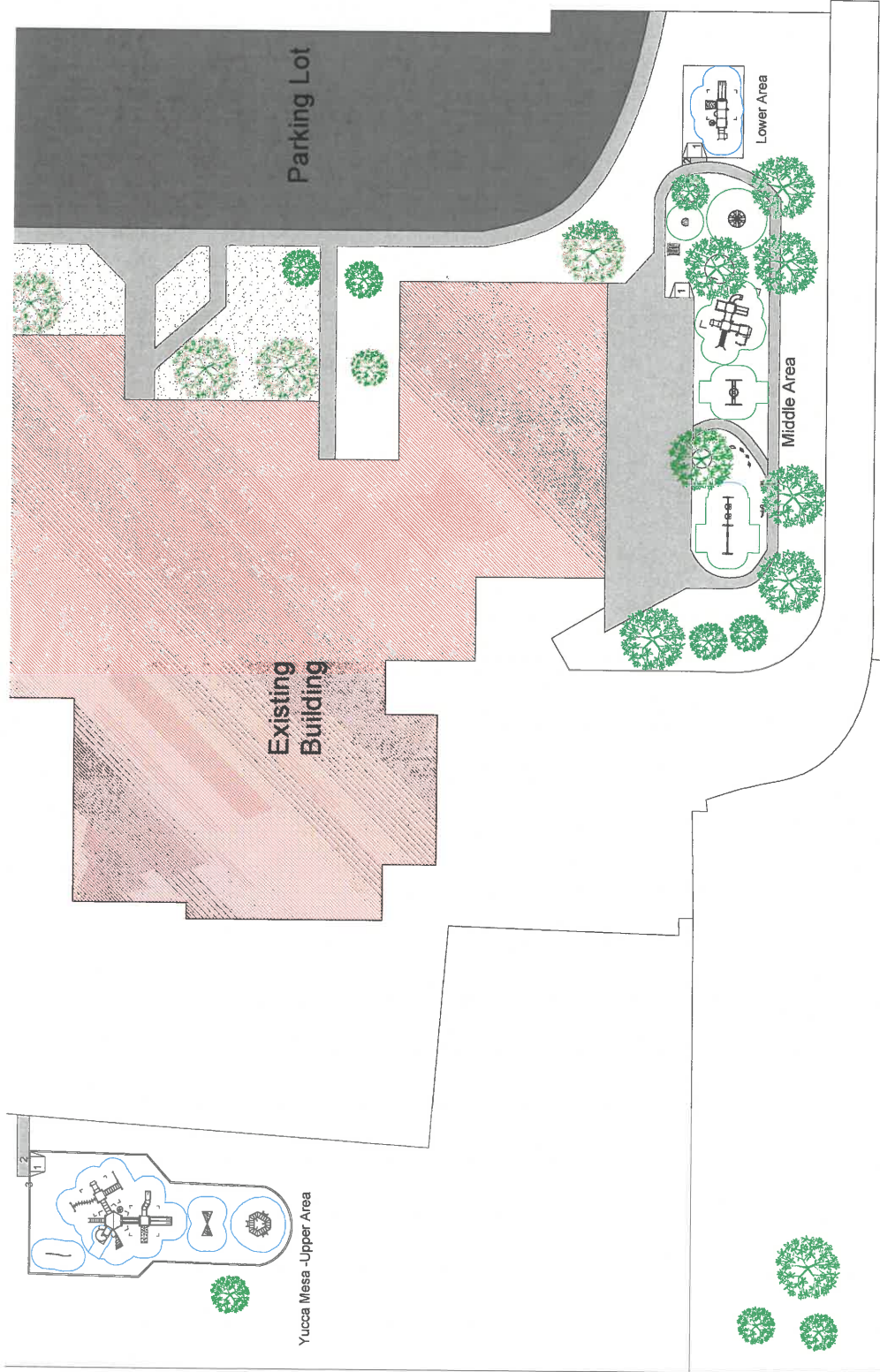
**ST**

DATE: 10-30-2019

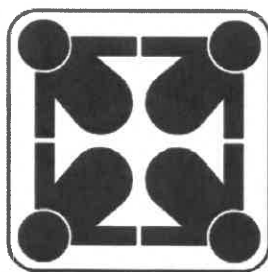
DRAWING NO.

**A1**

SHEET 1 OF 1



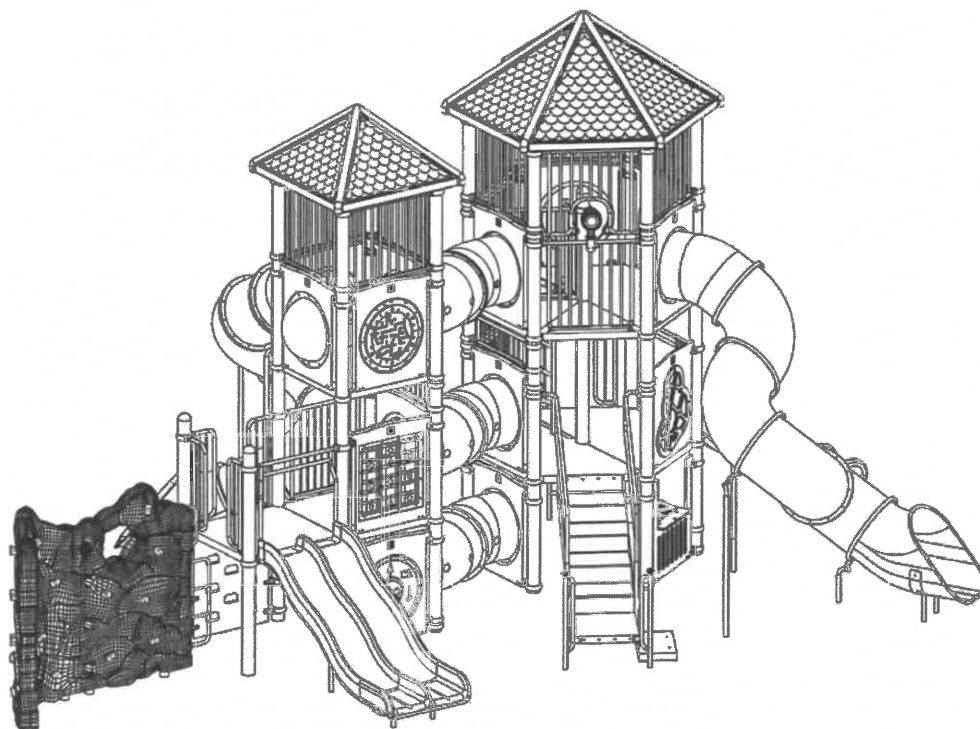
- |   |  |   |
|---|--|---|
| <p><b>Scope of Work (Upper Area):</b><br/>         Demo and Haul Existing Playground Structure<br/>         Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation<br/>         Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.<br/>         Furnish and Install New (1) ADA Concrete Ramp, (2) 10' wide sidewalk to connect to play area, (3) Concrete Curb<br/>         Top off engineered wood fibers as needed to provide a flush condition at Curb.</p> | <p><b>Scope of Work (Middle Area):</b><br/>         Demo and Haul Existing Playground Structure<br/>         Remove, haul away and dispose of existing sand and unsuitable materials.<br/>         Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.<br/>         Furnish and Install New (1) ADA Concrete Ramp<br/>         Furnish and install engineered wood fibers to provide a flush condition at Curb.</p> | <p><b>Scope of Work (Lower Area):</b><br/>         Demo and Haul Existing Playground Structure<br/>         Stock pile existing engineered wood fibers out of the way, pull back filter fabric (if any), place back after completion of installation<br/>         Install owner furnished playground equipment with in-ground concrete footings, using Factory Authorized Installers. Cost shall include 6' high temporary chain link fencing.<br/>         Furnish and Install New (1) ADA Concrete Ramp<br/>         Demo and Haul portion of Block Wall and Furnish and Install (2) 10' wide sidewalk to connect to play area<br/>         Furnish and Install New (3) Concrete Curb<br/>         Top off engineered wood fibers as needed to provide a flush condition at Curb.</p> |
|---|--|---|



# PLAYCRAFT SYSTEMS

## MAINTENANCE MANUAL

**IMPORTANT!** This manual contains maintenance, safety and repair information



**WARNING:** Read this manual thoroughly before installation. Improper assembled or maintained playground equipment can present a serious safety hazard. Impact attenuating surfacing is required under and around all playground equipment and must be maintained.

For replacement parts, additional maintenance supplies or information, please contact your Playcraft representative or customer service at:

**Krauss Craft, Inc. • 123 North Valley Drive • Grants Pass, OR 97526**  
**Tel: 541-955-9199 Fax: 541-955-6130**

## Playground Equipment Maintenance Guidelines

### IMPORTANT INFORMATION

**Please Save This Document. Do Not Discard or Destroy. Keep all instructions, specifications, drawings, packing lists and bills of material, plus these Maintenance Guidelines in a permanent file for future reference. Packing and parts lists will be required when ordering replacement parts.**

#### Read This Document First

Prior to performing required maintenance on any play structures or play accessories supplied by Krauss Craft, Inc., it is imperative that this document be read and fully understood by all persons responsible for maintaining your new playground equipment.

#### Introduction

You have purchased some of the finest commercial playground equipment available. It is built to exacting production standards using the finest materials available.

Krauss Craft, Inc. is ready to serve you when you need replacement parts and/or additional products. We welcome your input. Listening to our customers and specifiers has been instrumental in helping us set high industry standards and has contributed to our continually improving product lines.

#### Owner's Responsibility

##### The Site

Excellent playground equipment is only one part of the total playground equation – environment plus equipment equals a playground. The best equipment poorly sited, carelessly installed, or improperly maintained can result in an unsafe playground. Therefore, before you install your new playground equipment, we urge you to carefully review your plans for the site and consider the following important questions:

1. Will the equipment be visible and accessible to the public?
2. Will it be clearly separated from streets, bike paths and playing fields?
3. Will the area include benches to encourage adult supervision?
4. Will litter receptacles be close by so trash can be contained?

These and other factors that can impact the safety of the play experience are presented in this document.

#### Safety Surfacing

**WARNING! You MUST install and maintain appropriate impact attenuating safety surfacing material under and around all playground equipment.**

We sincerely mean exactly what this warning states. Do not consider placing any play equipment over unforgiving materials such as concrete, asphalt, grass or compacted earth. No other single factor effects playground safety as does the correct selection, installation and maintenance of energy absorbing playground surfacing materials.

#### Surfacing Material and Equipment Installation by Others

Krauss Craft, Inc. does not supply safety surfacing material nor do we provide equipment installation services. Whether installed by the owner or by an independent contractor, it is the owner's responsibility to insure that the site and surface are properly prepared and that all equipment is correctly and safely installed.

#### Preventive Maintenance

The playground site, the safety surfacing, and the playground equipment itself will require conscientious periodic maintenance. A carefully planned and implemented preventative maintenance program will not only protect your investment and prolong equipment life, but also, and most important, it will reduce the potential for serious accidents and injuries.

## Playground Equipment Maintenance Guidelines

### Risk Management

Liability exposure concerns us all. Your role in decreasing this exposure begins with careful site selection, proper play surface preparation, and correct equipment installation. Once your playground is put into service your obligation continues with an ongoing maintenance program.

In-service training of your maintenance staff, a systematic and documented program for inspection of the site and equipment, procedures for immediate maintenance and repair, plus meaningful recordkeeping are indispensable steps in providing a safe playground environment for the users.

**WARNING!** If you feel for any reason that any part of your playground, equipment, or surfacing, is unsafe, do not allow access to the playground until your concern for safe play has been satisfied.

### Safety Inspection Forms / Maintenance Checklist

If you do not have a systematic playground inspection program now in place, we encourage you to start one. You can use the suggested Playground Maintenance Safety Inspection Forms which accompany this manual as a basis or you can develop your own. Later in this document we also provide examples of product specific maintenance check lists that should be included on your inspection forms.

**Project: C & C Reference material on playground safety including performance standards for equipment and loose fill ground cover can be found in the following publications.**

#### ASTM (These publications are not free)



The American Society for Testing and Materials (ASTM), has published two related voluntary standards.

Standard F-1292 is entitled Standard Specifications for Impact Attenuation Systems Under and Around Playground Equipment. Standard F-1487 is entitled Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

For copies of these publications contact:

**ASTM Customer Service**  
1915 Race Street  
Philadelphia, PA 19103  
Telephone 215-299-5585

#### CPSC Handbook for Playground Safety (This publication is free)



U.S. Consumer Product Safety  
Commission Office of  
Information and Public Affairs  
Washington, D.C. 20207

or Call Toll Free Hot-Line 1-800-638-2772  
or Visit the CPSC web site at [www.cpsc.gov](http://www.cpsc.gov)

### Safety Surfacing

Falling onto a hard surface has always been the most frequent cause of severe playground injuries, and while the U.S. Consumer Product Safety Commission (CPSC) strongly supports safety surfacing, it has stopped short of banning unforgiving surfaces. The choice of surfacing materials is the primary factor in playground safety, and is solely the responsibility of the playground owner.

The CPSC Handbook includes an appendix entitled, "Summary Characteristics of Organic and Inorganic Loose Fill Materials, and Unitary Synthetic materials". It presents an evaluation of the fall absorbing characteristics of several commonly used safety surfacing materials (i.e. wood chips, bark mulch, sand, pea gravel, shredded rubber, rubber matting, etc.).

This appendix also deals with the advantages and disadvantages of each surface material, including installation and maintenance requirements. All safety surfacing materials will require maintenance. We urge you to seek professional guidance in evaluating safety surfacing for your particular application.

## Playground Equipment Maintenance Guidelines

### Safety Surfacing (Continued)

Climate, supervision, budget and maintenance considerations can each be a factor for choosing the correct material for your site. Safety surfacing materials must be maintained at a depth or thickness sufficient to meet ASTM Standard F-1292, "Standard Specification for Impact Attenuation Systems Under and Around Playground Equipment." This standard provides criteria for measuring the force absorbed by a playground surface when an object falls on it from a specified height.

If you select a loose-fill safety surfacing, be sure that the retaining walls or walkways are properly designed to keep the material in place and at the recommended depth. To avoid creating a tripping hazard, edging material should be made obviously visible to the user. Be aware that pot holes at the base of slides and under swings may need to be filled on a daily basis.

### Use Zones

The CPSC Handbook states that an appropriately wide and unobstructed safety perimeter, covered with forgiving material, must always surround all play equipment. The guidelines generally recommend a minimum six-foot fall zone around all sides of the equipment. Review your plans carefully. Be sure your site's fall zone is adequate; if in doubt, err on the side of safety. Eight to ten feet of unobstructed space between the equipment and the playground perimeter may not be excessive around high decks or moving equipment. Allow additional space around "to-fro" swings and such other accessories as Bouncers, Track Rides, Arch Climbers and any equipment from which children might be tempted to leap. Swings and other stand-alone pieces should be installed away from primary traffic patterns. If your playground includes smaller-scaled equipment for preschool play, locate this equipment at a sufficient distance from the older children's play area to minimize potential social conflicts.

### Concrete Footings

Verify that concrete footings are poured in such a way that they will not become exposed. All concrete footings should be a minimum of six inches below construction grade, and twelve to eighteen inches below the top of any loose safety surfacing material. Seek expert advice on footing designs, particularly if you are building the playground at a site affected by expansive or poor soil conditions, or by climatic extremes. For instance, in cold climates, footings must extend below the frost line to prevent the soil from heaving or twisting the structure.

### Soil Drainage

Confirm the soil's drainage capacity. Sites with a history of drainage problems may require the installation of dry wells, French drains or leach lines.

Another option is to build the structure above grade (with low retaining walls containing the safety surfacing material) to ensure maximum drainage. To aid drainage and reduce the settlement of loose surfacing material, many playgrounds are installed over a construction grade base of compacted washed gravel laid beneath filter fabric and the safety surfacing.

### Other Site Considerations

**WARNING!** Metal playing surfaces can become dangerously hot when exposed to direct sunlight. Owners/operators must warn users that serious thermal burns may result when bare skin comes in contact with hot metal.

Track the sun's path over the apparatus in all seasons and keep in mind that hot metal surfaces are known to cause thermal burns in hot climates. Generally in North America, to avoid the direct rays of the afternoon sun, orient non-shaded metal surfaces toward the North or East.

While a shaded playground is often desirable, always check the site for overhanging tree limbs that might invite climbing. Prune all dead wood out of the trees located in the vicinity of the playground.



## Playground Equipment Maintenance Guidelines

### Inspection After Installation

The following inspection steps should be taken immediately following the installation of play equipment.

- Check to see that each concrete footing meets all specifications.
- Compare the "as-built" structure with the manufacturer's drawings and specifications to verify that the installer did not deviate from the assembly and installation instructions.
- Make sure timber posts have been installed with the processed (incised ends down).
- Verify that all metal collars are correctly pinned and are firmly against the metal posts and that all connectors and bolts are in place and secure.
- Make sure that all S-hooks are tightly closed.
- Check all metal parts for sharp edges or burrs created during the installation process and smooth as required.
- Inspect all openings on play structure for potential entrapment hazard following U.S. CPSC Guidelines (i.e., no openings between 3-1/2" and 9").
- Observe initial play patterns to identify and rectify any player traffic conflicts which could lead to future injury.
- Retain all documentation received with the equipment including installation instructions, drawings, packing lists, bills of material, invoice and order confirmation, in permanent record. These will be required to receive future service from the factory.

### Maintenance Overview

#### Training and Monitoring Staff

The following steps should be taken to ensure a quality maintenance program.

- Educate employees about the seriousness of playground safety.
- Use preprinted forms to ensure thoroughness of each inspection and to document your commitment to playground safety.  
After each inspection review the completed forms. Check and confirm that each item that was NOT checked "OK" was either fixed on the spot or that the problem was carefully documented for repair on a Work Order.
- Establish firm policies concerning the time frame allowed for Work Order repairs to be completed before requiring that play equipment be removed from service.
- Establish a method for reporting a hazardous condition and for quickly remedying the situation before an accident can occur.
- Provide a method of documenting the cause of any injury accident. Keep a permanent record of all playground injuries which have been reported.
- Develop a monitoring system to evaluate the equipment for misuse or unintended use.
- Investigate the frequency and nature of damage and/or vandalism and take corrective action.
- Provide periodic in-service training for all maintenance staff.
- Consider employing a knowledgeable independent expert to review the adequacy of the safety inspections, documentation procedures and the overall maintenance program.

#### Scheduling Maintenance

The following periodic steps should be taken to maintain a quality maintenance program.

- Assign a maintenance person to regularly visit the site to clean and also monitor and report any safety problems, vandalism, or changes in the condition of the safety surfacing.  
Establish a schedule for periodic maintenance inspections. These detailed, systematic safety inspections should occur at least monthly, weekly or even twice-weekly depending on the amount of usage. More frequent detailed inspections are appropriate at heavily used facilities and at peak activity periods.  
Signage with clearly marked applicable playground rules of use should be posted. This signage should also include a number and contact person for reporting any questions or concerns users may have at the site.
- Assign someone with a personal knowledge of the activity patterns at the playground to determine the most appropriate inspection frequency.

## Playground Equipment Maintenance Guidelines

### Scheduling Maintenance (Continued)

- Monitor changing patterns of use and/or changing site and equipment conditions. Be prepared to increase routine safety inspections as required. Expect the frequency of more detailed playground inspections to vary due to changes of season, climate, history of vandalism, intensity of use, type of equipment and behavioral patterns of the playground users.

### Tools Required for Proper Maintenance

- Keep all tools needed to tighten bolts, screws and other connecting hardware and files readily accessible to the playground supervisor.
- Provide maintenance staff with appropriate tools for cleaning the safety surface, structures and walkways.
- Provide a safe ladder for inspecting high placed items such as swing assemblies and roof structures.
- Furnish a lubricating gun and weather resistant lubricants for use in maintaining bearings in moving components on the playground.
- Store an adequate supply of safety surfacing material nearby for prompt replenishment of the playground site and for filling "pot-holes" as required.

### Frequency of Playground Inspections

The optimum frequency of inspections for a specific playground will vary with intensity of usage, available supervision, age of the players, vandalism history, seasonal or weather changes and the age and condition of the play equipment. Only someone very familiar with the site should determine how often inspections should take place.

As a general rule, someone should be assigned to routinely (usually daily) inspect the playground looking for any obvious problems. Detailed inspections should be scheduled, periodically (every other day, twice a week, weekly, biweekly or monthly) based upon the factors noted above and any historical patterns that have been observed.

### Inspection & Repair Forms

#### Creating Safety inspection and Repair Work Order Forms

We have included with this manual a separate sheet illustrating sample Playground Maintenance Safety Inspection Forms. You may photocopy these forms for use by your maintenance staff in performing periodic inspections of your equipment. Or, you may wish to create your own forms. In either case, the playground owner should do the following:

- Establish a simple written form for daily maintenance inspections. Use the sample Daily Playground Maintenance Safety Inspection Form included with these guidelines as a starting point.
- Establish forms for periodic playground safety inspections (weekly, bi-weekly or monthly). Select appropriate (product-specific) topics relating to your equipment from the Suggested Periodic Playground Maintenance Safety Inspection Points that are listed starting on page 7. Include inspection points for the site, the structure and every accessory on the playground. If an accessory appears more than once (two Arch Climbers, for example), number the duplicate accessories and provide a space for the inspection of each item. When developing your forms, include other items that may be unique to your site or pertinent to local or state requirements.
- Establish a Playground Equipment Maintenance Work Order Form for your maintenance staff to fill out if a problem is noted that cannot be fixed when discovered. The Work Order Form should be attached to either the daily or periodic inspection checklist for follow up maintenance.
- Instruct the playground inspector to deliver a copy of the Work Order Form to the appropriate maintenance manager or outside contractor.

**WARNING:** If you feel for any reason that any part of your playground, equipment, or surfacing, is unsafe, do not allow access to the playground until your concern for safe play has been satisfied.

## Playground Equipment Maintenance Guidelines

### Inspection Points

#### Suggested DAILY Playground Maintenance Safety Inspection Points

##### The Site

- The safety surfacing material is clean and free of debris and is suitable for play.
- If the safety surfacing material is loose fill, check for rocks, tree roots, animal feces, glass, nails, food containers and other trash above and below grade.
- Safety surfacing material is smooth and being maintained at its minimum required depth of inches.
- If safety matting is used, it is secure and free of voids.
- "Pot holes" in loose Fill material at the end of slides and beneath swings have been filled.
- Area is free of standing water.
- Trees are pruned properly and cleared of dead wood.
- No insect or animal nests have been detected.
- Walkways around the play area have been swept.
- All litter is confined to containers.

##### The Structure

- Playing surfaces have been inspected for foreign objects such as razor blades, broken glass, needles, broken parts, damage from tire, removal of hardware or other vandalism.
- All rails, steps, rungs, seats and their respective attachment hardware are secure and intact.
- No ropes or strings have been attached to equipment.

#### Suggested PERIODIC Playground Maintenance Safety Inspection Points

##### The Site

- Daily maintenance has been adequate for keeping the surface clean and free of depressions ("pot holes") under high impact areas (slides, swings, etc.)
- Daily maintenance personnel are keeping safety surfacing replenished to maintain a constant, required depth.
- Nearby trees are cut back and pruned of dead wood.
- Site drainage is functioning properly.

##### The Structure

- The structure has been inspected for stability and overall integrity.
- All wood and metal post bottoms have been carefully inspected for integrity at the ground line or concrete footing contact points.
- The structure has been checked for deterioration, wear and vandalism.
- No component parts are missing or broken.
- All nuts, bolts and set screws were inspected and remain in place and secure.
- No nuts, bolts or screws are exposed.
- All caps and plugs are in place.
- No concrete footings are exposed.
- All socket and collar connections are intact and secure.

##### Metal Surfaces

- Metal surfaces are smooth, with no sharp protrusions.
- Metal shows no signs of unacceptable wear or vandalism.
- Water is not collecting on deck surface.
- Corrosion is not present.

## Playground Equipment Maintenance Guidelines

### Inspection Points (Continued)

#### Plastic Surfaces

- Plastic surfaces are smooth, with no sharp protrusions.
- Plastic shows no signs of unacceptable wear or vandalism.

#### Protective Barriers

##### Wire Mesh Wall Panels or Steel Pipe Walls

- Connecting hardware is secure and intact.
- All welded connections are sound.
- Corrosion is not present.

##### Graphic Panels

- Panel attachment hardware is in place and secure.

##### Mirror Panels

- Panel attachment hardware is in place and secure.
- Stainless steel mirror is firmly attached to panel.

### Moving Accessories

**Please note:** Because moving accessories require more attention than stationary accessories, you may choose to incorporate items for a detailed inspection of moving equipment into a separate, more frequent schedule.

#### Belt and/or Toddler Swings

- Safety surfacing material around and beneath swing is acceptable.
- All connection hardware is in place and secure.
- Swing hanger bushings have been inspected for unacceptable wear and/or in good working order.
- Chain link bearing points have been inspected for integrity and contain at least 75% of original steel.
- Upper and lower S-hooks are tightly closed and have been inspected for integrity.
- Rubber seats are not split and internal metal reinforcements are not exposed.
- Seats are at \_\_\_\_\_ inches elevation (proper elevations for each type of swing are specified in installation drawings) above safety surfacing material.
- Corrosion is not present.

#### Tire Swing

- Safety surfacing material around and beneath swing path is acceptable.
- All connection hardware is in place and secure.
- Mounting bracket has been inspected for unacceptable wear and is securely fastened.
- Tire when positioned and extended toward support posts, clears post by 30 inches or more. (Refer to CPSC guidelines)
- Bottom of tire is at 15 inches above safety surfacing material when tire is hanging freely.
- Swivel Assembly is fully lubricated with heavy-duty bearing grease.
- Swivel Assembly is in good working order and shows no signs of unacceptable wear.
- Rubber boot is intact and appropriately covers moving parts preventing exposure of bearings to dirt and dust.
- Upper chain connectors are secure and show no signs of unacceptable wear.
- Chain link bearing connection points have been inspected for integrity and contain at least 75% of original steel.
- Link connections to tire eye bolts are intact, secure and show no sign of unacceptable wear.
- Attachment hardware is tightly mounted to tire assembly.
- Tire and assembly are intact and in good condition.
- Corrosion is not present

## Playground Equipment Maintenance Guidelines

### Moving Accessories (Continued)

#### Track Ride

- Safety surfacing material around and beneath Track Ride path is acceptable.
- Supporting beam is firmly attached to structural supports.
- All attachment hardware is in place and secure.
- Track is free of obstructions and foreign objects and bearings of track assembly roll freely from one end of track to the other.
- Bearings of track assembly are fully lubricated with heavy-duty bearing grease and roll freely.
- Rubber bumpers located at each end of the track and track assembly are intact and working properly.
- Corrosion is not present.

#### Ring Traverse

- Safety surfacing material around and beneath Ring Traverse path is acceptable.
- All attachment hardware is in place and secure.
- Each of the hanger assemblies has been inspected and shows no signs of unacceptable wear.
- Bearing points have been inspected for integrity and unacceptable wear.
- "S" hooks remain tightly closed.

#### Suspension Bridge

- Safety surfacing material around and beneath bridge is acceptable.
- All attachment hardware is in place and secure.
- Bearing points have been inspected for integrity and unacceptable wear.
- Supporting bolts are secure.
- Hand railings are in place and secure.
- No corners or edges are sharp.

#### Arch Bridge

- Safety surfacing material around and beneath bridge is acceptable.
- All connecting hardware is in place and secure.
- Bridge has been inspected from beneath, and bearing points show no sign of unacceptable wear.
- Hand railings are in piece and secure. No corners or edges are sharp.

#### Climbing Wall

- Safety surfacing material around and beneath Climbing Wall is acceptable.
- All attachment hardware is in place and secure.
- Rope is free of cuts and/or unacceptable wear.
- PVC coated grips are in good shape and secure.
- Transition wall is in place and secure.
- No corners or edges are sharp.

#### Tic-Tac-Toe and Graphics Cylinders

- All connecting hardware is in place and secure.
- Plastic cylinders are smooth with no protrusions.
- Cylinders rotate freely.

#### Bouncer

- Safety surfacing material around and beneath Bouncer is acceptable.
- All connecting hardware is in place and secure.
- Concrete footing is not exposed.
- No corners or edges are sharp.

# Playground Equipment Maintenance Guidelines

## Stationary Accessories

### Spiral Slide

- Safety surfacing material around and beneath Spiral Slide is acceptable.
- All connecting hardware is in place and secure.
- Bedway is smooth, clean and free of foreign objects between sections and/or against support post.
- End cap of center post is intact.
- Entrance platform is secured to deck members and entrance section.
- Concrete footing is not exposed.

### Tube Slide

- Safety surfacing material around and beneath Tube Slide is acceptable.
- All connecting hardware is in place and secure.
- Connections between sections are secure and free of foreign objects.
- Slide is securely connected to the structure.
- Slide displays no vertical or horizontal movement.
- Concrete footing is not exposed.

### Chain Net / Net Wall Climber

- Safety surfacing material around and beneath Chain Net and Net Wall is acceptable.
- Chain link intersections have been inspected for unacceptable wear.
- Connection points to structure and footings are secure.
- Concrete footings are not exposed.

### All Other Stationary Accessories

(includes Vertical Climbers, Fire Poles, Arch Climbers, etc.)

- Safety surfacing material around and beneath stationary accessory is acceptable.
- All connecting hardware is in place and secure.
- All welds are sound.
- Accessory shows no sign of horizontal or vertical movement from structure or ground.
- Concrete footing is not exposed.

## Annual Evaluation

Once a year the playground should be evaluated on general conditions. Here is a minimum list of items that should be addressed:

- Have permanent maintenance records and documentation of all-safety inspections and repairs been kept on file?
- Has all equipment been inspected and repaired in accordance with the established maintenance program?
- Has the regularly scheduled maintenance time schedule been adequate for maintaining safe conditions on the site, the structure and the safety surfacing material?
- If any accidents have occurred, have they been carefully documented and the situations that caused the accidents corrected?
- Has the playground been adequate in terms of size and play experiences given the number and ages of users?
- Have accessible activities addressed the physical abilities of the users?
- Has existing seating been sufficient to encourage adult supervision from all sides of play structure?
- Have litter containers been adequate in terms of number and/or size? In frequency of being emptied?

## Playground Equipment Maintenance Guidelines

### Replacement Parts

- Order genuine replacement parts from Krauss Craft, Inc.
  - Do not introduce non-factory-supplied substitute parts for any purpose. Great care has been taken to provide the highest quality parts and hardware for your structure and accessories. Correct replacement bolts are not available at local hardware stores.
- All repairs and the replacement of parts must be done in accordance with current Krauss Craft, Inc. specifications.
- Retain complete permanent documentation of all replacement parts ordered, noting both the date installed and the source of the parts.

**TO ORDER REPLACEMENT PARTS CONTACT YOUR LOCAL PLAYCRAFT REPRESENTATIVE OR CONTACT CUSTOMER SERVICE AT 1-800-333-8519** In order to provide prompt service, customer service will require the original purchase information, equipment site address and product model information.

### Equipment Repair

Krauss Craft, Inc., The manufacturer of Playcraft Systems uses only the finest and most durable materials available in the manufacture of its equipment. Occasionally components, because of damage through vandalism, normal wear and tear and various other reasons, need minor repair. Simple repairs can be made and should be expected over the useful life of your equipment.

The following instructions are intended as a guide for simple repairs in the field and are not intended to provide repair instructions for all situations. If you have any questions about equipment repair for components listed in the following or for repair of equipment or components not specifically addressed please contact your Playcraft representative or call customer service at 1-800-333-8519

**IMPORTANT: Do not try to repair broken heavily worn or damaged equipment or components. Broken, heavily damaged or worn equipment or components must be replaced.**

#### Repair of PVC Coated Components

- Use the PVC repair kit included with the service kit provided with your equipment.
  - If you need a replacement PVC repair kit, contact your Playcraft representative or call customer service at 1-800-333-8519.
    - Lightly sand the component surface needing to be repaired and clean with Acetone. Next apply liquid PVC patch as needed; Allow repaired area to cure for approx. 24 hours prior to use.
- Note:** Additional directions are provided with the liquid PVC.

#### Repair of Powder Coated Components

- Use the Powder Coat repair kit included with the service kit provided with your equipment.
  - If you need a replacement Powder Coat repair kit, contact your Playcraft representative or call customer service at 1-800-333-8519
  - Lightly sand the component surface needing to be repaired and clean with Acetone. Next apply a coat of primer. Allow drying time.
  - Finally apply two coats of powder coat matching touch-up paint. Allow to dry for 24 hrs.
- Note:** Additional directions are provided with the touch-up paint.

## Playground Equipment Maintenance Guidelines

### Repair of Plastic "Poly" Components

Do not try to repair deep gouges. Plastic components with deep gouges should be replaced. Minor surface damage to plastic components such as nicks or graffiti can be repaired as follows:

- Lightly sand surface needing to be repaired.

Use a heat gun to remove light sanding scratches and to help return plastic to original surface condition. Additional directions may be included with the purchase of a heat gun.- It may be important

- to practice your plastic repair technique on a hidden surface of the component you wish to repair. (i.e. the under side of a slide)

**Notes:**

(A) Heat guns are available through most hardware stores.

(B) In most cases damaged plastic cannot be repaired to its original condition.

### Replacement of Hardware

- Replace all missing, worn and/or damaged hardware with new factory hardware.

- Secure all non self-locking hardware with a liquid thread lock.

- If you need a additional hardware or specialty tools not provided with your service kit, contact your Playcraft representative or call customer service at 1-800-333-8519.

**Notes:**

(A) Do not use non-factory hardware.

(B) When replacing hardware, refer to assembly instructions provided with the original equipment or component.

For replacement parts, additional maintenance supplies or information,  
please contact your Playcraft representative or customer service at:

**Krauss Craft, Inc. • 123 North Valley Drive • Grants Pass, OR 97526**  
**Tel: 541-955-9199 Fax: 541-955-6130**





**PLAYCRAFT SYSTEMS  
ROUND 5 STEEL POST SYSTEM**

**PROJECT NAME:**

**IMPORTANT! THIS MANUAL CONTAINS:**

- Construction Views
- General Installation Guidelines
- Maintenance & Safety Information



**INSTALLATION MANUAL TABLE OF CONTENTS**

	<b>SECTION</b>
Installation Instructions Included	R5 – 01
Construction Drawings	R5 – 02
General Installation Guidelines	R5 – 03
Site Safety Recommendations	R5 – 04
Support Posts & Hardware	R5 – 05
Concrete Footings	R5 – 06
General Safety & Warning Labels	R5 – 07
General Maintenance	R5 – 08
Collars	R5 – 09
General Hardware Applications	R5 – 10 to 13

**WARNING:** Read all instructions thoroughly before installation. Improperly assembled playground equipment can present a serious safety hazard. Appropriate impact attenuating safety surfacing material is required under and around all play structures and must be maintained.

If you have any questions during assembly, please contact your Playcraft Representative or:

**PlayCraft Systems**  
123 North Valley Drive, Grants Pass, OR 97526  
Phone: 800-333-8519 Fax: 541-955-6130



[www.playcraftsystems.com](http://www.playcraftsystems.com)

For Customer Service Call  
800.333.8519 (U.S.A.) or  
541.955.9199 (International)

**7/2/2018**



**PLEASE NOTE:** The pages enclosed in this section are the construction drawings for the specific job listed.



**WARNING:** Read all instructions thoroughly before installation. Improperly assembled playground equipment can present a serious safety hazard. Appropriate impact attenuating safety surfacing material is required under and around all plays structures and must be maintained.

## R5 - 03.1 PLEASE READ THE FOLLOWING VERY CAREFULLY BEFORE INSTALLATION

1	<b>IMPORTANT:</b> Due to the wide variety, modularity and flexibility of our products, we found it necessary to publish these general installation guidelines. These guidelines are intended for use by experienced playground equipment installers and/or general contractors skilled in assembly and installation of playground equipment. As with any project, general construction knowledge and professional judgment may be required. If any questions or concerns arise during the installation or maintenance of your equipment, please contact the factory and ask to speak to a customer service representative at <b>1-800-333-8519</b> .
2	As an installer of Playcraft Playground Equipment you are responsible for understanding the recommendations for surfacing and providing an appropriate impact attenuating safety surfacing material. The owner of the playground equipment is responsible for maintaining an appropriate level of impact attenuating safety surfacing material under and around all playground equipment.
3	<b>ATTENTION INSTALLER:</b> Upon completion of project, ensure that a copy of the Playground Equipment Manual and Maintenance Kit with all of its contents has been given to the owner of this playground equipment as a product and safety reference and as guidelines for preventative maintenance. <b>Please make it clear to the owner that the Playground Equipment Manual and Maintenance Kit are to be kept on hand at the playground site at all times.</b>
4	Read all instructions thoroughly before installation. Improperly assembled playground equipment can present a serious safety hazard. An appropriate impact attenuating safety surfacing material is required under and around all play structures and must be maintained.
5	In addition to the guidelines found in this manual, all equipment purchases shall include a minimum of (1) Top View drawing and (1) Perspective View drawing specific to each piece of equipment. These views are enclosed in Section R5-02 marked "Construction Drawings".

## R5 - 03.2 RECOMMENDED TOOLS:

**You may need the following tools for installation:**

Adjustable End Wrenches	Hacksaw	Metal File	Shovel / Spade
Carpenter's Level	Hammer	Post Hole Digger	Tape Measure
Combination Wrenches	Hex Wrenches	Ratchet Set	Wheelbarrow
Drill & Bits	Impact Driver	Rubber Mallet	
Electric Extension Cord	Liquid Thread Lock (LOCTITE®)	Safety Glasses	

## R5 - 03.3 TIGHTENING TORQUE FOR HARDWARE (SCREWS, BOLTS AND NUTS)

Tighten all screws, bolts, and nuts snugly. After fasteners are snugly tightened, turn nuts and screws an additional one-half turn. **IMPORTANT:** Set screws should be turned an additional full turn after snug tightening. Once equipment or components are fully assembled, with hardware tightened/torqued, any excess threads (more than two) extending past the nut should be cut off and filed smooth. **Use liquid thread lock (such as LOCTITE® Threadlocker) with all threaded hardware.**

**IMPORTANT:** Liquid thread lock (prior to curing) helps to eliminate the common problem of "thread seizure" in stainless steel hardware by serving as a lubricant during assembly.

## R5 - 03.4 GENERAL INSTALLATION GUIDELINES

1	Before you begin, read completely through all instructions carefully.
2	Identify all structural components included with your order. Check parts against your packing slip located in the front pocket of the Installation Manual.
3	Refer to Section R5 - 04 for safe playground layout as well as the top view(s) and/or site plan included with your purchase for accurate information on equipment layout. Confirm that the equipment you purchased and its use zones will fit in your site. Site layout is a critical part of overall installation. A clear level site is required for proper installation.
4	While referring to the footing diagram in Section R5 - 06 and top view(s) provided, identify each post location and excavate each hole; one at a time as assembly progresses. <u>When referring to the footing specifications included with these instructions, adjustments must be made to compensate for depth/thickness requirements of the selected impact attenuating safety surfacing material (i.e. wood chips vs. rubber matting).</u>

**IMPORTANT:** If soil conditions are loose or unstable, larger diameter footings are required. Inquire with local contractors for appropriate recommendations.



**R5 - 03.4 GENERAL INSTALLATION GUIDELINES (CONTINUED)**

5	To ensure proper alignment of system equipment, it is the manufacturer's recommendation that concrete be poured after assembly.
6	While referring to the following installation instructions, erect the equipment (main structure first) and plumb and level as you proceed.
7	Do not fully tighten hardware until assembly is complete.
8	Once assembly is complete, with the equipment plumb and level, tighten the hardware and pour the concrete. All concrete must cure for at least 72 hours prior to being disturbed.
9	Affix Surfacing Level, Warning and Designed for Ages (age appropriate) labels to equipment. Labels should be placed in a conspicuous area such as by the main equipment access point. For replacement or additional warning labels, please contact customer service at 1-800-333-8519. <b>(Refer to Sections R5 – 07.2 &amp; 07.3 for label type and correct placement)</b>
10	<b>WARNING:</b> Never install play equipment over concrete, asphalt, or bare ground. Always use a resilient impact attenuating safety surfacing material. Loose-fill safety surfacing material should not be installed over concrete or asphalt.
11	Do not let children play on or near play equipment until assembly and installation is complete and an impact attenuating safety surfacing material is installed.  The impact attenuation of the protective surfacing under and around playground equipment should be rated to have a critical height value of at least the height of the highest accessible part of the equipment. To determine the highest accessible part of equipment, refer to the current publication of the CPSC, "Public Playground Safety Handbook", Publication 325 at <a href="http://www.cpsc.gov">www.cpsc.gov</a> . The critical height for surfacing is to be rated in accordance with ASTM F 1292, "Specification for Impact Attenuation of Surfacing Material Within the Use Zone of Playground Equipment". The CPSC "Public Playground Safety Handbook" also provides a table of critical heights for selected loose fill materials. Contact the manufacturer of unitary surfacing materials (rubber matting) for the critical height ratings of their products.  The entire area under and around all playground equipment must be covered with an impact attenuating safety surfacing material. Refer to the current publication of the CPSC, "Public Playground Safety Handbook" for recommendations on the type and depth of the impact attenuating safety surfacing material.  <b>For a copy of the current publication of the CPSC "Public Playground Safety Handbook"</b> <b>Write To:</b> U.S. Consumer Product Safety Commission <b>Call Toll Free: 1-800-638-2772</b> Office of Information and Public Affairs <b>Visit the C.P.S.C. web site: <a href="http://www.cpsc.gov">www.cpsc.gov</a></b> Washington, D.C. 20207
12	Good drainage around structural supports is important (i.e. under swings and at the end of slides) because they tend to become the lowest points and need the most active drainage. Inquire with local contractors for appropriate recommendations.
13	Many surfacing materials can become compacted due to weather and use, which reduces their impact attenuation. It is strongly recommended that the surfacing be checked weekly and material added or replaced as necessary.

**R5 - 03.5 SAFETY DURING INSTALLATION**

1	After doing a layout of <b>all</b> footings and <b>before</b> digging footing holes, be sure to inquire about underground utilities that may exist. Call 811, a federally-mandated national "Call Before You Dig" phone number.
2	Do not leave the job site unattended without making sure that all fastening hardware on all main structures and components have been tightened. We also suggest roping off construction areas and covering all holes that do not have a piece of equipment in them with plywood or other suitable material. <b>Ready or not, children will use unattended equipment.</b>
3	Due to the weight involved with the structure you have purchased, it is advisable that a party of four to six persons of average build assemble the structure.



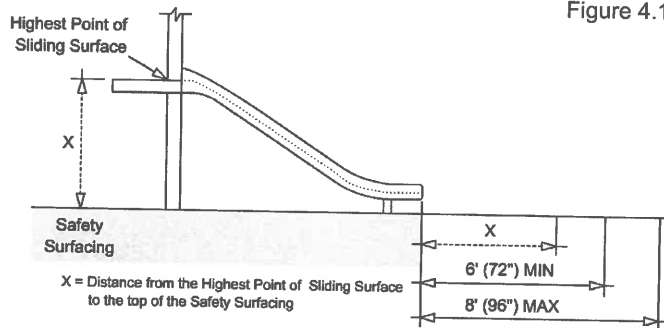
General safety recommendations applicable to the installation and maintenance of play equipment supplied by Playcraft Systems.

## R5 - 04.1 USE ZONES

Use zones are the areas under and surrounding each piece of play equipment that must be covered by an appropriate impact attenuating safety surfacing material as described above.

The specific size of these use zones depends on the type of play equipment as follows:

### R5 - 04.1.1 SLIDES



The minimum lower exit end use zone for slide exits is determined as follows:

X = The distance from Highest Point of the slide surface to the Safety Surfacing.

If X is less than 72 in. then the exit use zone for that slide shall be a minimum of 72 in. otherwise the minimum exit use zone shall be the distance X, not exceeding the maximum of 96 in.

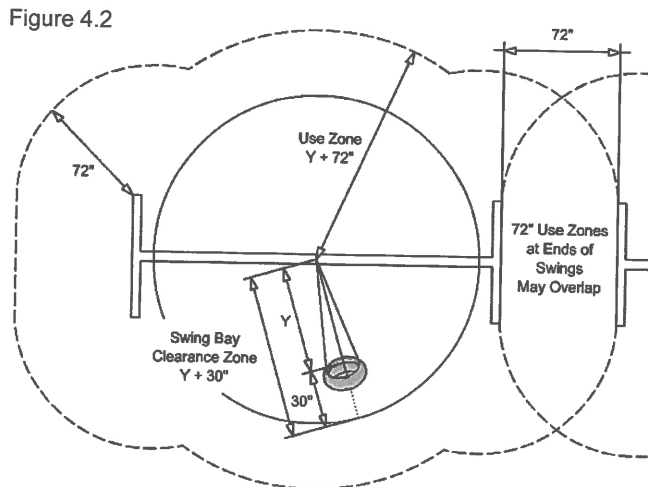
(Refer to Figure 4.1 at left)

**IMPORTANT:** No other play structure use zone shall overlap the lower exit end use zone of a slide. (Refer to the ASTM F 1487, Section 9.6)

### R5 - 04.1.2 BELT SWINGS (To-Fro Swings)

The use zone must extend at least twice the distance from the pivot point to the safety surfacing material. The use zone must also extend for a minimum of 72 in. out from each end of the swing frame legs. No other play structure use zone shall overlap the front to rear swing use zone. (Refer to the ASTM F 1487, Section 9.4) **Please refer to the ASTM guidelines for additional information on swings.**

### R5 - 04.1.3 TIRE SWINGS (Rotating Swings)



The minimum use zone for rotating swings is determined as follows:

Y = The vertical distance from the top of the Sitting Surface to the Pivot Point.

The minimum use zone of a rotating swing (Ex. a Tire Swing) is determined by taking the distance Y and adding to it 72 in. in all directions. The use zone must also extend for a minimum of 72 in. out of each end from the swing frame legs. The 72 in. use zones at the ends of all swings may overlap. (Refer to Figure 4.2 at left)

**IMPORTANT:** No other play structure use zone shall overlap the swing bay clearance zone. The rotating swing requires a 108 in. use zone between the rotating swing support structure and all non-swing play structures. (Refer to the ASTM F 1487, Section 9.4.2)

### R5 - 04.1.4 ALL OTHER PLAY EQUIPMENT

Stationary and rotating play equipment use zones must extend at least 72 in. in all directions from the equipment's perimeter. Rocking/Springing equipment intended for standing use zones must extend at least 84 in. in all directions from the equipment's perimeter with no other use zones overlapping it.

## R5 - 04.2 SURFACES

All play equipment must be installed over an appropriate impact attenuating safety surfacing material. It is the responsibility of the playground designer, installer, and operator to ensure that the size, type, and depth of impact attenuating safety surfacing material used complies with the CPSC Handbook. This impact attenuating safety surfacing material must cover the entire use zone area to a depth appropriate for the height of play equipment. See the use zones section for specific dimensions for specific types of play equipment. Please refer to the CPSC "Public Playground Safety Handbook", Publication 325 at [www.cpsc.gov](http://www.cpsc.gov) for more detailed information regarding these issues.

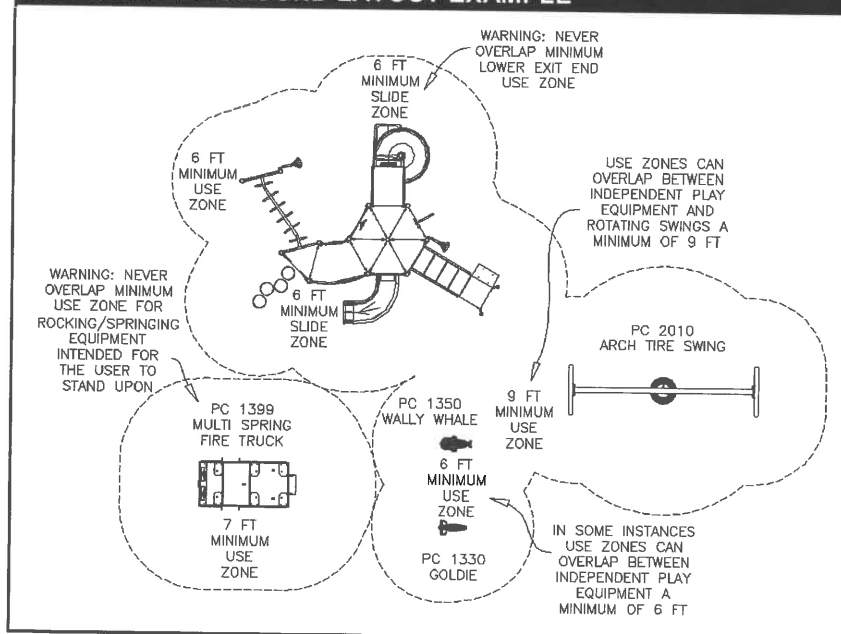
<b>APPROPRIATE</b>	<p><b>Unitary Safety Surfacing:</b> Pour-In-Place Rubber or Rubber Tiling.</p> <p><b>Loose Fill Materials:</b> Bark nuggets, Wood Mulch, Wood Chips, Pea Gravel and Sand. For the Loose Fill Materials listed, Playcraft recommends a minimum uncompressed depth of 12 in. (9 in. compacted) for equipment with fall heights up to 72 in.</p>
<b>INAPPROPRIATE</b>	Turf, Undisturbed Natural Ground, Undisturbed Compacted Sand, Decomposed Granite, Asphalt, Concrete, or any other hard surfacing.

## R5 – 04.3 IMPORTANT ITEMS

During the installation and maintenance process, ensure that:

1	<b>WARNING:</b> Contact burn injuries can occur when metal play surfaces are located in direct sun. To avoid the risk of such burn injuries the United States Consumer Product Safety Commission recommends in it's handbook for public playground safety that metal play surfaces such as stainless steel slides and bare or painted metal crawl tubes should be located and installed in shaded areas and out of direct sunlight. The proper location of metal play surfaces must be addressed during the play area planning process.
2	There are no exposed concrete footings to trip over or fall on. The top of all footings must be at or below the bottom of the layer of impact attenuating safety surfacing material.
3	All bolt threads protruding beyond the nut are cut and de-burred until end is smooth to the touch. Sharp edges and/or points of any kind must be eliminated. No more than two threads may be exposed beyond the end of the nut.
4	All bolts, screws, set screws, and/or other fasteners are securely tightened. Missing bolts, set screws or other fasteners must be replaced immediately.

## R5 – 04.4 PLAYGROUND LAYOUT EXAMPLE



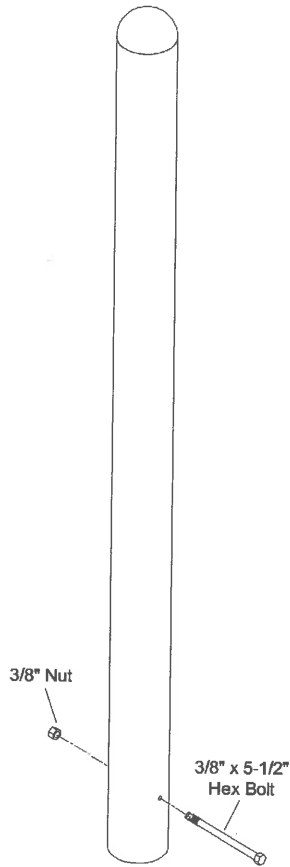
**WARNING:** No other play structure use zone shall overlap the lower exit end use zone of a slide or the front to rear use zone of a swing.

In most instances, the use zone at the end of a swing can overlap with other play equipment use zones.

Please refer to the ASTM guidelines for additional information.

POSTS & HARDWARE

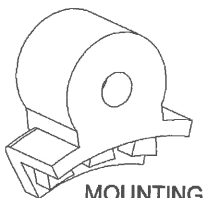
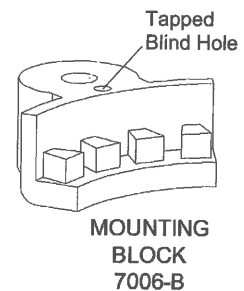
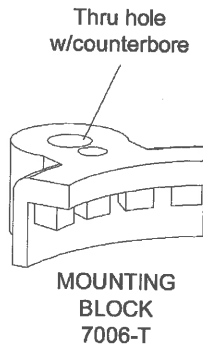
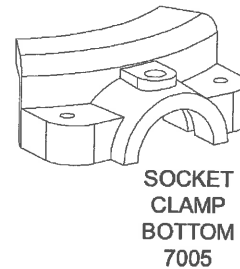
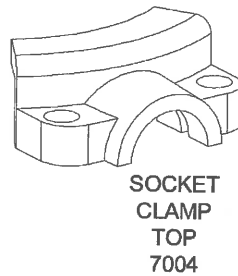
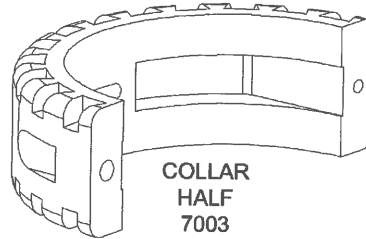
R5 - 05



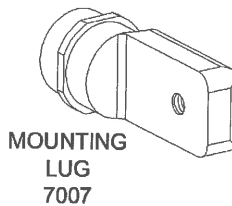
FOOTING PIN

\*Insert bolt as shown above in hole near base of posts.

-   
 6mm  
Washer
-   
 3/8" x 1/2"  
Socket  
Set Screw
-   
 1/4" x 1-1/4"  
HWH  
Tek Screw
-   
 1/4" x 1"  
Socket Hd.  
Cap Screw
-   
 1/4" x 1-3/8"  
Socket Hd.  
Cap Screw



MOUNTING  
BLOCK "A"  
7006A  
NOTE: **Only** used  
for R5 Deck 5  
(2) 45° Corners  
(Half Deck)

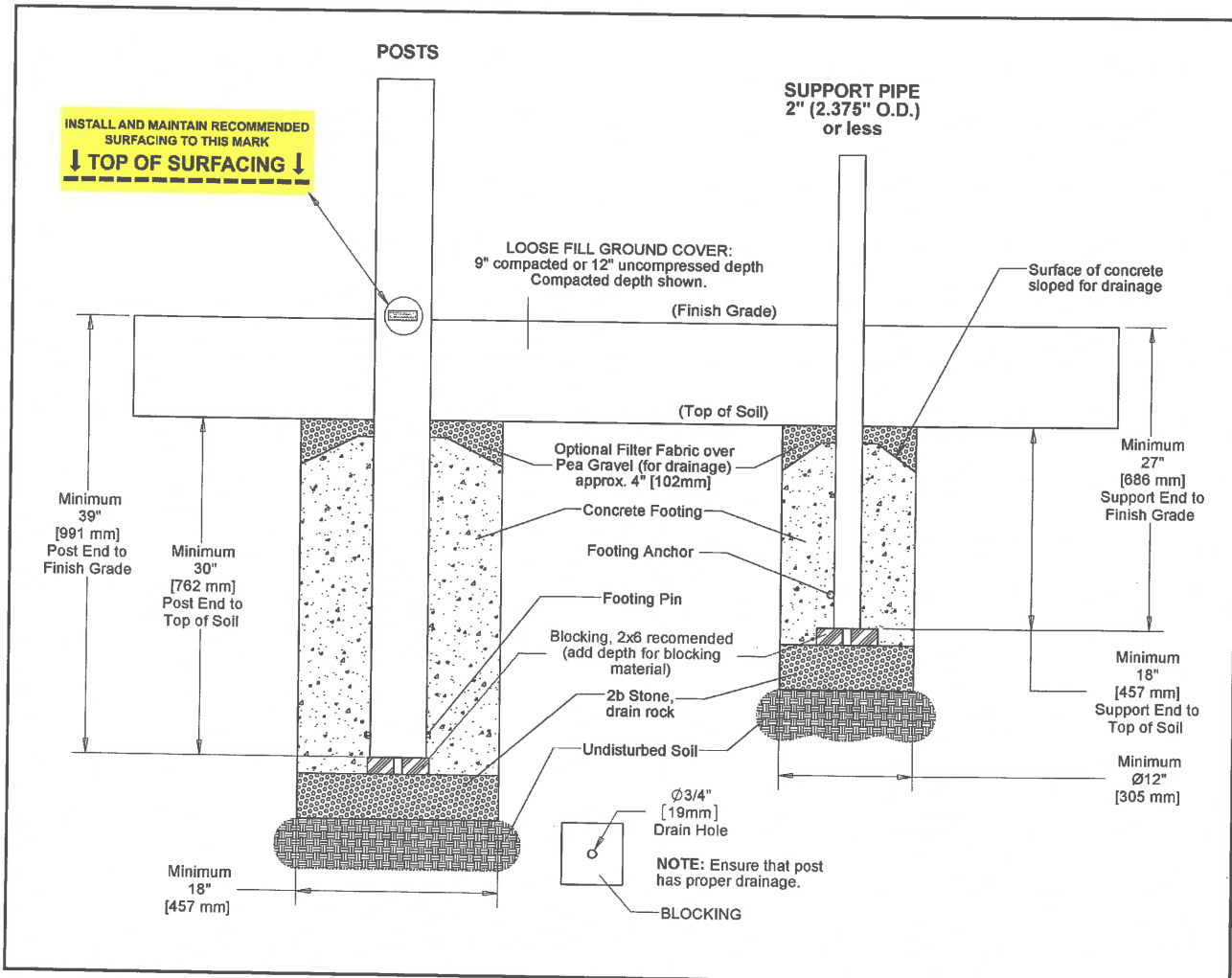




# CONCRETE FOOTINGS

R5 - 06

**IMPORTANT:** The footing depth for support posts and other equipment must be adjusted to compensate for the depth/thickness requirements of the selected impact attenuating safety surfacing. (i.e. wood chips vs. rubber matting).



## R5 - 06.1 IMPORTANT ITEMS

1	Use more concrete as required for supporting activities with movement such as the Track Rides, Traverses, Chinning Bars and Swings.
2	See specific Swing Installation Instructions for swing post footings and ground cover requirements.
3	Larger footings (more concrete) may be required due to weather conditions and poor, unstable, loose or granitic soil. Before changing footing dimensions we recommend that the footings be reviewed and approved by a registered engineer.
4	Base of all footings must be below the frost line. Determine depth of frost line for your area and adjust footing depth (not post and support depth) as required.



www.playcraftsystems.com

For Customer Service Call  
 800.333.8519 (U.S.A.) or  
 541.955.9199 (International)

7/2/2018

# CONCRETE FOOTINGS

R5 – 06

## R5 - 06.1 IMPORTANT ITEMS (CONTINUED)

5	Playcraft recommends a loose fill material such as engineered wood fiber (as described in the CPSC) be installed at a depth of no less than 12 in. to allow for natural shrinkage, and compression during use. A minimum 9 in. depth of compressed loose fill material described above is required for equipment with fall heights up to 6 ft. Comparison of impact attenuating safety surfacing material is available in the "Public Playground Safety Handbook", Publication 325 published by CPSC. When choosing an appropriate impact attenuating safety surfacing material, check with material manufacturer for recommended depth/thickness.
6	Never install loose fill material over concrete or asphalt.
7	The depth of the post or support must be adjusted to compensate for the depth of impact attenuating safety surfacing material ranging from loose fill material to rubber matting.
8	This equipment is designed to be installed on a level site. Footings must be cast against undisturbed or compressed soil. Support posts and all attached decks and play components must be plumb and level.

**For more information, refer to the current publication of the USCPSC  
"Public Playground Safety Handbook"**

**For a copy, write to:**  
**U.S. Consumer Product Safety Commission**  
Office of Information and Public Affairs  
Washington, D.C. 20207  
Or call  
**Toll-Free: 1-800-638-2772**  
**Website: www.cpsc.gov**

## R5 - 06.2 INSTALLATION

Step 1	In order to properly install the support posts on your play structure, refer to the Site Safety Recommendations in section R5 – 04 as well as the Top View and/or Site Plan drawings found in the Construction Drawings section R5 - 02. Mark footing hole location(s) and dig hole(s) as determined. Compact base of footing hole(s) with drain rock as specified at proper depth.
Step 2	Position the support block at the base of the footing hole. Place the support post in the footing hole at the determined depth. The support block helps to stabilize the post during assembly and while the concrete cures, especially in soft soil conditions.
Step 3	Plumb and square all support posts. Block and brace as required to prepare for final assembly and pouring of concrete.
Step 4	Do not pour concrete until the structure is completely assembled, leveled and plumbed. Concrete must be allowed to cure completely before using the structure (at least 72 hours).



www.playcraftsystems.com

For Customer Service Call  
800.333.8519 (U.S.A.) or  
541.955.9199 (International)

7/2/2018

# GENERAL SAFETY & WARNING LABELS

R5 - 07

## R5 - 07.1 CHILD SAFETY PRECAUTIONS - PLEASE READ CAREFULLY

1	On-site adult supervision recommended while children are at play.
2	Warn children not to climb or walk on top of playground equipment (framework) not intended for such use.
3	All play equipment should be used in the manner for which it was intended. Children should not swing empty seats or twist ropes and swing chains.
4	Children should be dressed appropriately. Helmets, drawstrings and accessories around the neck, must be removed to prevent strangulation or entanglement.
5	Children should be cautioned to avoid walking too close, between, or in front of moving items.
6	Only one child per swing should be allowed. Instruct children to sit in the center of the swings with their full weight on the seat.
7	Children being pushed on swing equipment should be closely supervised by an adult. It is important to note that an aggressive push could result in a child losing his/her balance.
8	Children should be instructed not to jump off swing equipment when in motion.
9	No more than 3 children should be riding on the tire swing at one time.
10	Children should not be pushed while on the tire swing.
11	Children should be advised to "wait their turn" on activities such as a slide; therefore each child is able to slide down and safely move to the side before another child begins their descent.
12	Children's personal toys (bikes, wagons, etc.) should be stored away from the play structure area.

## R5 - 07.2 SAFETY / WARNING LABEL ATTACHMENT

1	<p>Large structures may require two or more sets of Warning Labels. For additional Warning Labels, call (800) 333-8519.</p> <p>Standard set includes (1) Warning Label and (1) Designed for Ages (2-5, 5-12 or 2-12) age appropriate label.</p>	
2	Attach in a conspicuous location, such as near an entry.	
3	To apply, clean surface with alcohol, remove protective backing and apply to clean post.	

## R5 - 07.3 SURFACING LEVEL LABEL ATTACHMENT

1	<p>Some play equipment may require recommended surfacing level labels appropriately placed at the bottom of all posts. The correct placement of the labels is dependent on the requirements of the specific equipment design and resilient ground cover choice. Please consult with your Playcraft representative or call the factory at (800) 333-8519 for surfacing and label placement advice.</p>	
2	To apply, clean surface with alcohol, remove protective backing and apply to clean post.	



www.playcraftsystems.com

For Customer Service Call  
800.333.8519 (U.S.A.) or  
541.955.9199 (International)

7/2/2018

↓ASTM LABELS↓

THIS EQUIPMENT HAS BEEN DESIGNED FOR USERS BETWEEN THE AGES OF  
**2 TO 5 YEARS OLD**  
ADULT SUPERVISION IS RECOMMENDED.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
ASTM-F1487 KC-0020501A

THIS EQUIPMENT HAS BEEN DESIGNED FOR USERS BETWEEN THE AGES OF  
**5 TO 12 YEARS OLD**  
ADULT SUPERVISION IS RECOMMENDED.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
ASTM-F1487 KC-0051201A

THIS EQUIPMENT HAS BEEN DESIGNED FOR USERS BETWEEN THE AGES OF  
**2 TO 12 YEARS OLD**  
ADULT SUPERVISION IS RECOMMENDED.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
ASTM-F1487 KC-0021201A

↓CSA LABELS↓

THIS EQUIPMENT HAS BEEN DESIGNED FOR USERS BETWEEN THE AGES OF  
**18 MONTHS TO 5 YEARS OLD**  
ADULT SUPERVISION IS RECOMMENDED.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
CAN/CSA-Z614 KC-0020501C

THIS EQUIPMENT HAS BEEN DESIGNED FOR USERS BETWEEN THE AGES OF  
**5 YEARS TO 12 YEARS OLD**  
ADULT SUPERVISION IS RECOMMENDED.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
CAN/CSA-Z614 KC-0051201C

THIS EQUIPMENT HAS BEEN DESIGNED FOR USERS BETWEEN THE AGES OF  
**18 MONTHS TO 12 YEARS OLD**  
ADULT SUPERVISION IS RECOMMENDED.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
CAN/CSA-Z614 KC-0021201C

↓WARNING LABEL↓

**⚠WARNING**

- ✓ Installation over a hard surface such as concrete, asphalt, or packed earth may result in serious injury or death from falls.
- ✓ Play surfaces and surfacing may become hot, supervisors should test for hot surfaces prior to allowing children to play.
- ✓ Helmets, drawstrings and accessories around the neck, must be removed to prevent strangulation or entanglement.



Manufactured by Krauss Craft, Inc.  
1-800-333-8519 • 541-955-9199  
www.playcraftsystems.com  
ASTM-F1487-11 KC-00010001

**IMPORTANT:** To ensure the safest play area and equipment possible, periodic inspections should be performed and recorded on a daily, weekly and monthly basis. Some form of maintenance program should be established and strictly adhered to. A comprehensive list of maintenance steps, including a sample playground maintenance safety inspection form, can be found in the maintenance manual included with your equipment.

**R5 – 08.1 YOUR GENERAL MAINTENANCE PROGRAM SHOULD INCLUDE AT MINIMUM, THE FOLLOWING:**

1	Appropriate impact attenuating safety surfacing material must be maintained under and around all playground equipment.
2	The equipment and play area must be kept clean and free of any miscellaneous debris or litter.
3	Moving parts such as ropes, chains, swing hangers, bridges, etc. must be inspected regularly to determine if excessive wear is occurring. Any parts showing excessive wear or damage must be replaced.
4	All bolts, hardware, collars, and fittings must be checked regularly and tightened if necessary.
5	Any broken or missing end caps on pipe must be replaced.
6	Check all Steel and Poly Surfaces and replace or repair as required.
7	Tire swing swivel must be greased at time of installation and on a regular basis. Each swivel is equipped with 1 or 2 grease fittings to allow lubrication with a standard grease gun.
8	Make sure warning labels are legible and in a conspicuous location.

**For further information or questions about maintenance or for replacement parts, please contact your Playcraft representative or Playcraft Systems customer service at 1-800-333-8519.**



**Current Playground Equipment  
To be Demolished:**

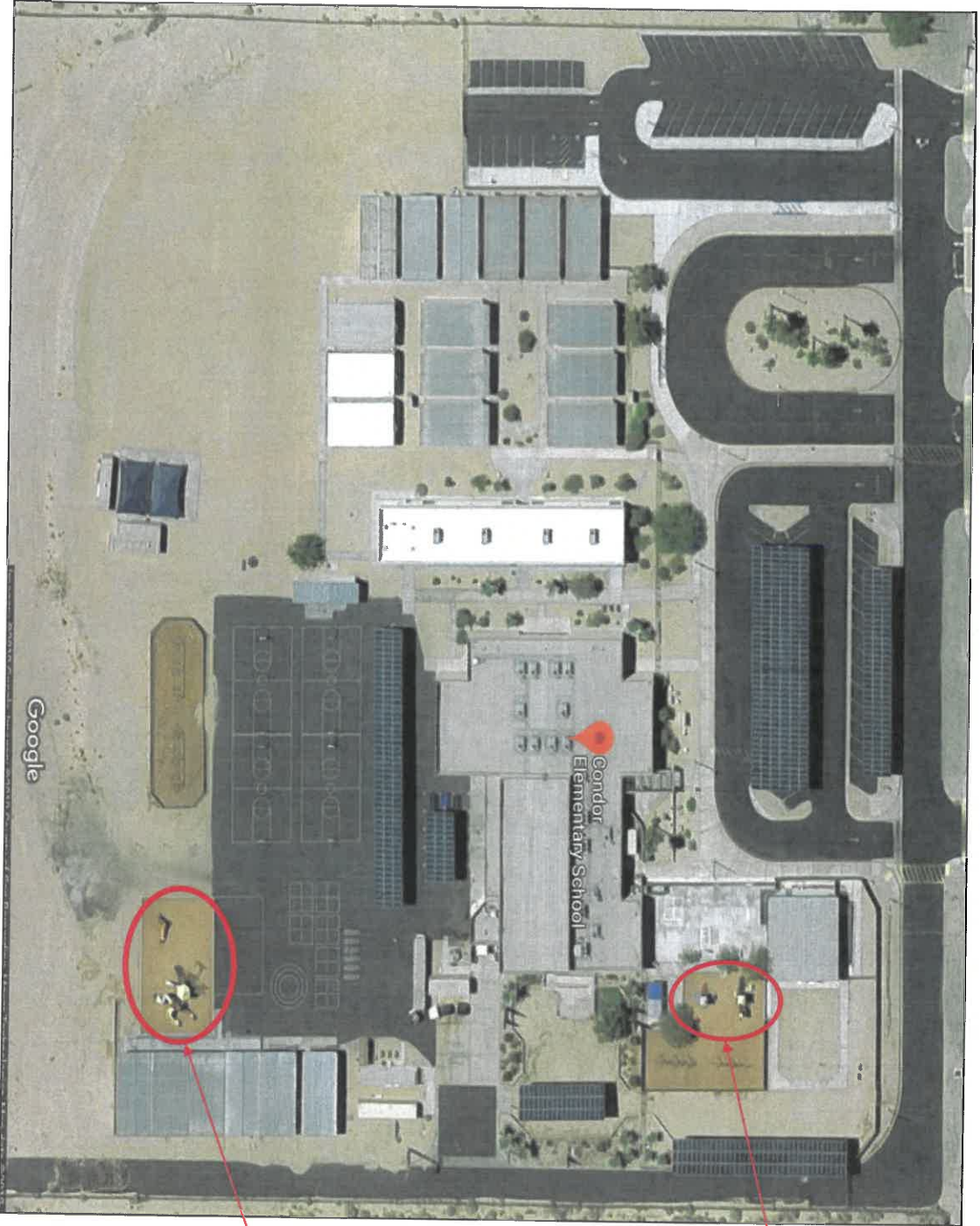
**BID# 19-02**

**Playground Replacement at Various District  
Sites**

**(Condor Elementary School, Friendly Hills Elementary School, Oasis  
Elementary School, Onaga Elementary School, Palm Vista Elementary  
School, Twentynine Palms Elementary School, Yucca Mesa  
Elementary School and Plus Program School)**

# MUSD Play Equipment Replacement 2019-20

- Condor Elementary School (2 systems)
- Friendly Hills Elementary School (1 system)
- Oasis Elementary School (1 system)
- Onaga Elementary School (1 system)
- Palms Vista Elementary School (1 system)
- Twentnine Palms Elementary School (1 system)
- Yucca Mesa Elementary School (3 systems)
- PLUS Program (1 system)



Condor  
Elementary School

Kindergarten Play Unit

Primary Play Unit



# Current Equipment to Demo (Primary)

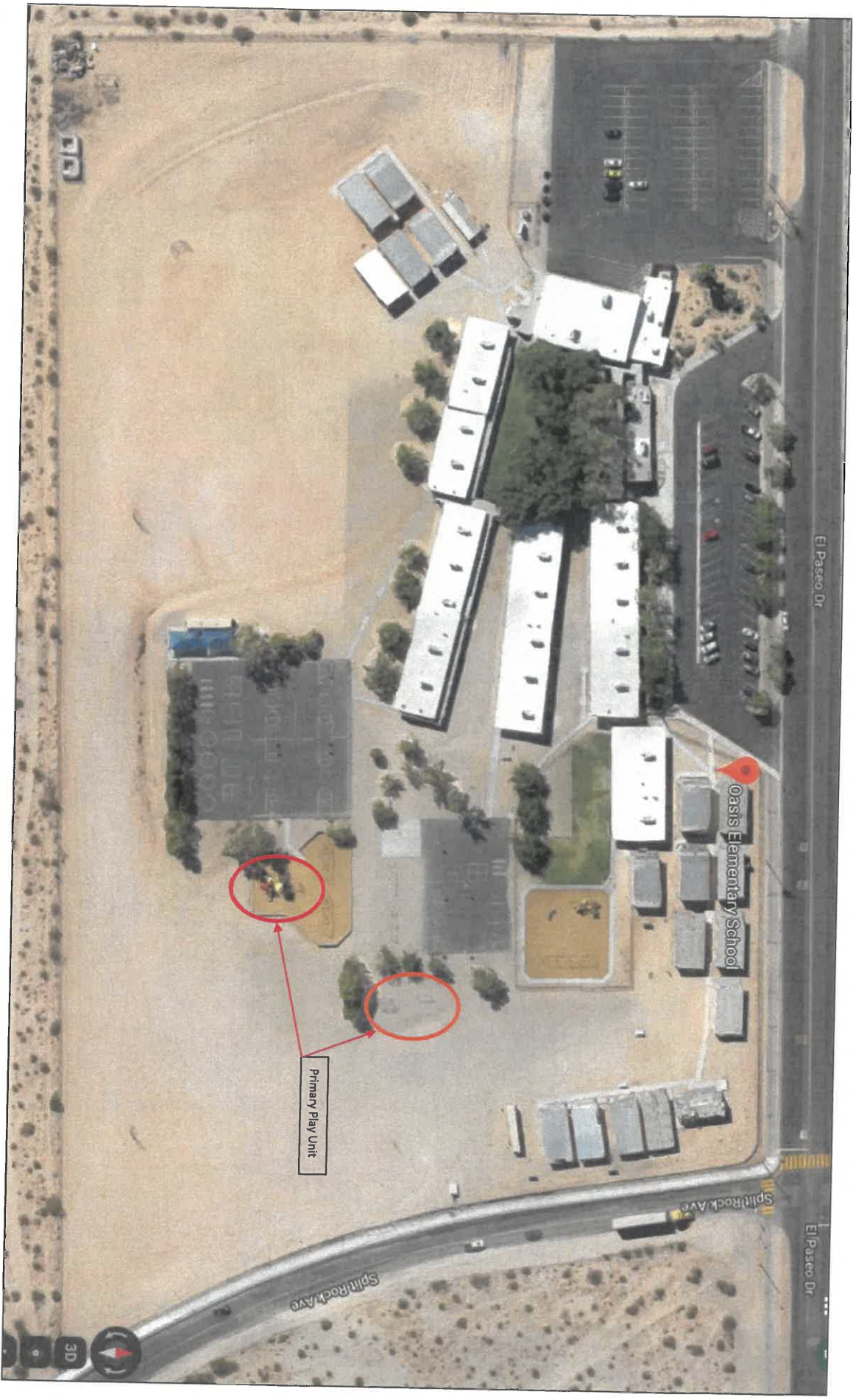


# Current Equipment to Demo (Kindergarten)



# Current Equipment to Demo (Primary)





El Paseo Dr

Oasis Elementary School

Primary Play Unit

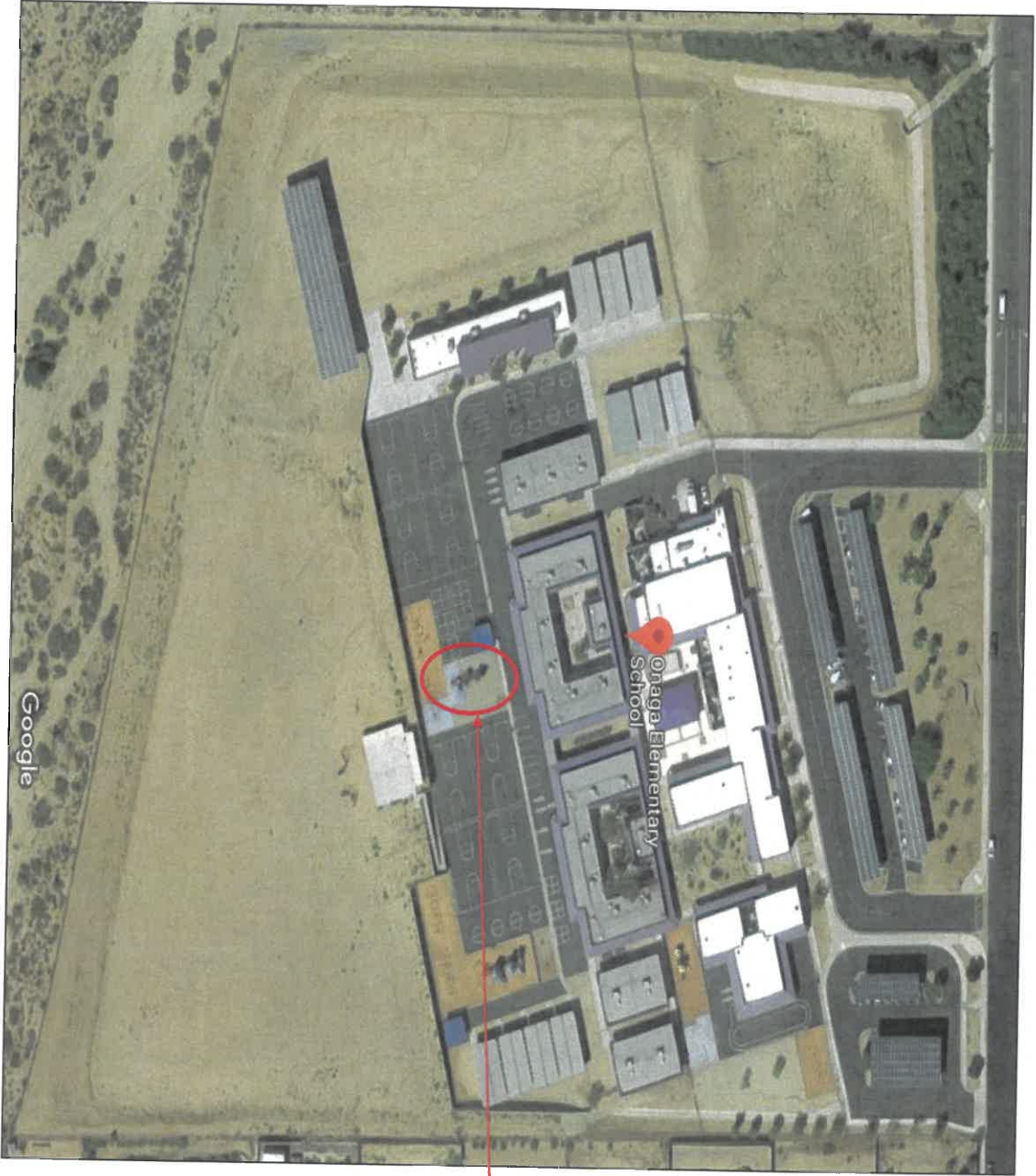
Split Rock Ave

El Paseo Dr

3D

# Current Equipment to Demo (Primary)



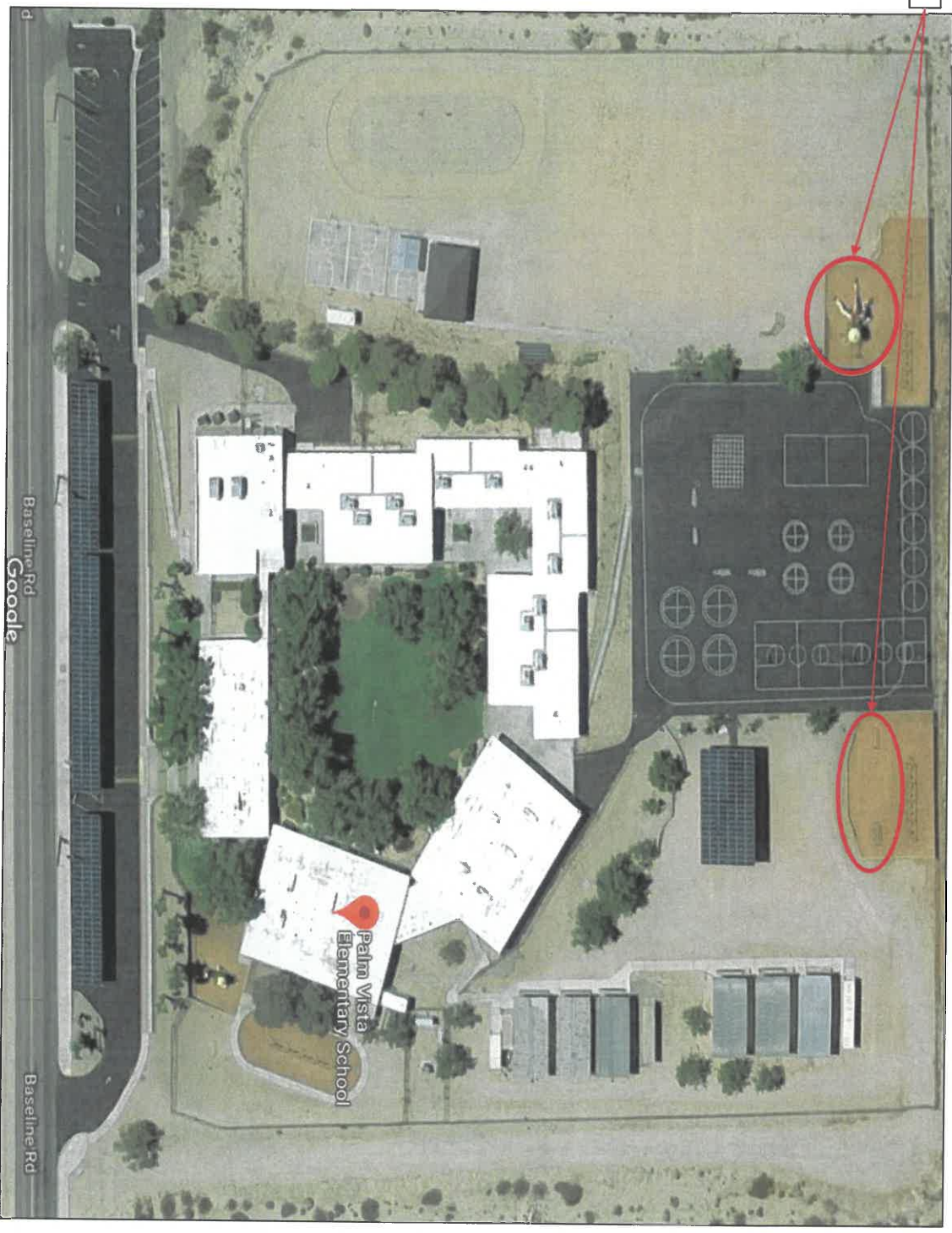


Primary 2 Play Unit

# Current Equipment to Demo (Primary 2)

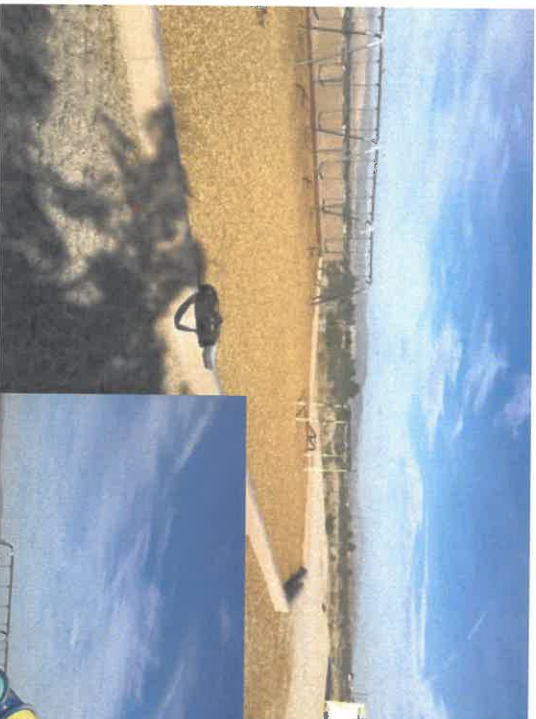


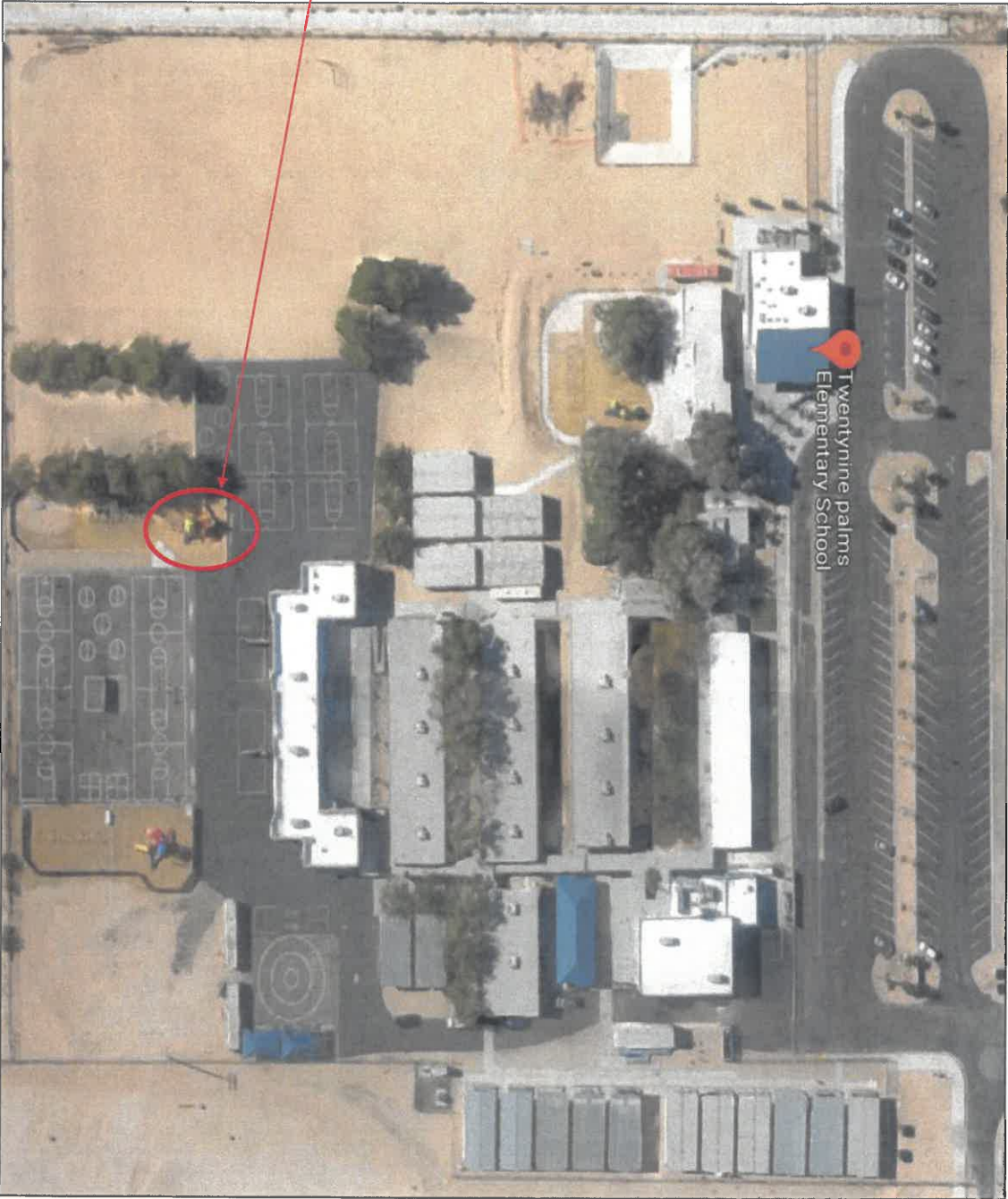
Primary Play Unit





# Current Equipment to Demo (Primary)



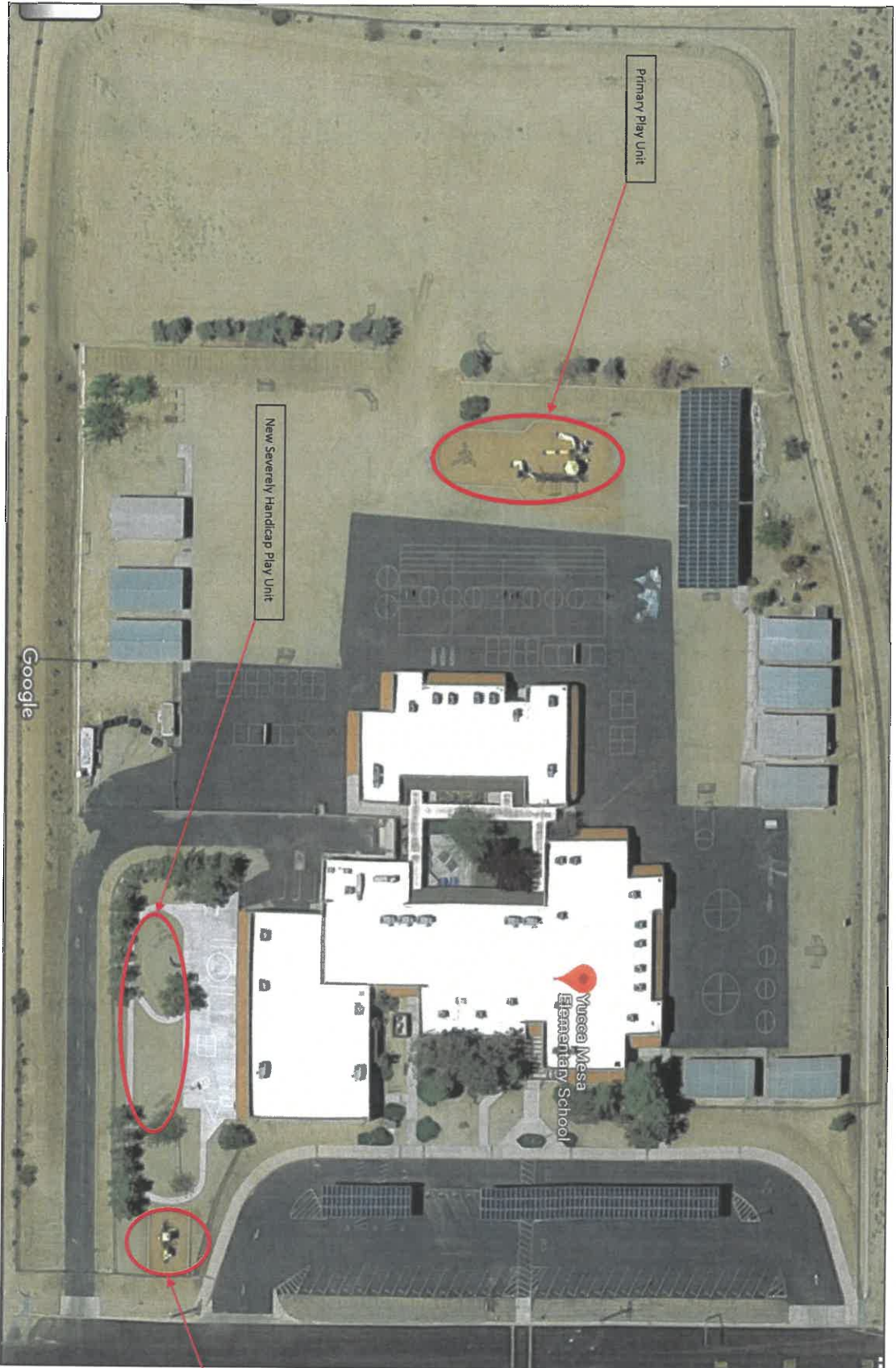


Twenty-nine palms  
Elementary School

Primary 2 Play Unit

# Current Equipment to Demo (Primary 2)





Primary Play Unit

New Severely Handicap Play Unit

Yucca Mesa  
Elementary School

Google

Kindergarten  
Play Unit

# Current Equipment to Demo (Primary)



# Current Equipment to Demo (Kindergarten)





Primary Play Unit

## **District Map and School Site Maps:**

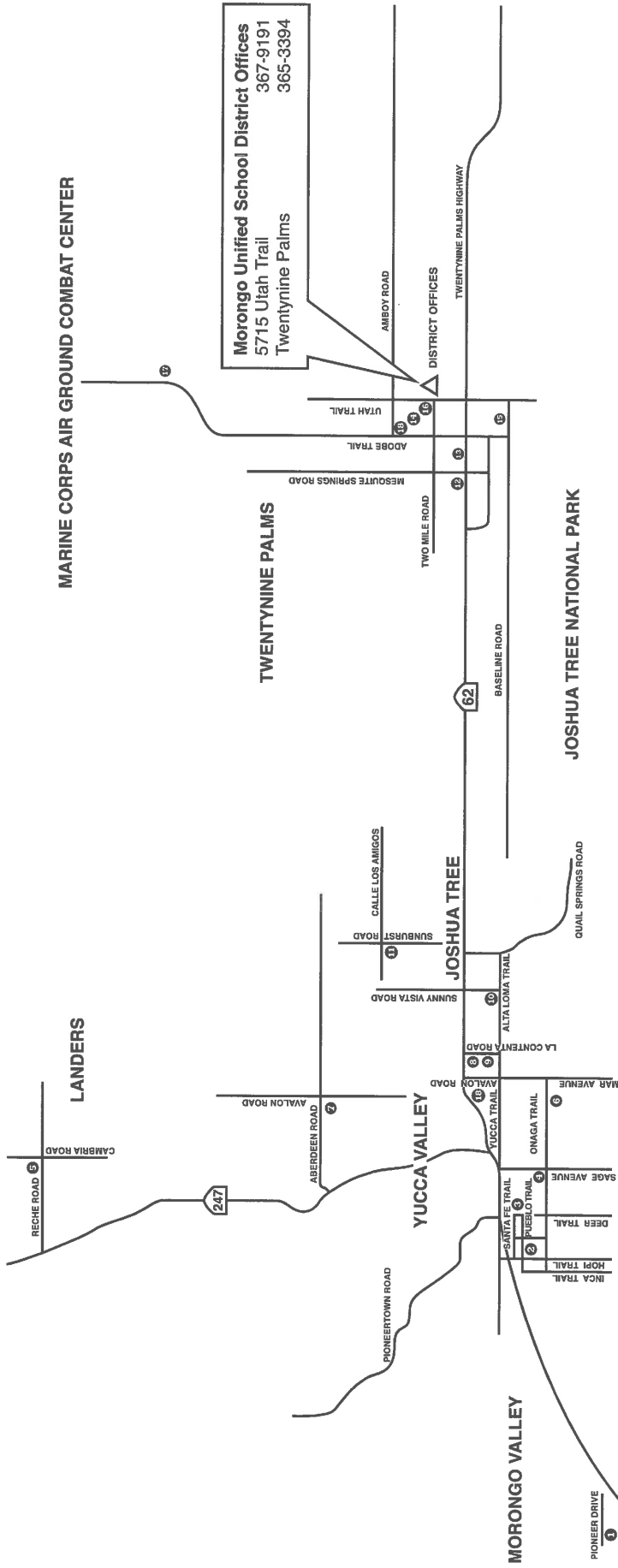
**BID# 19-02**

### **Playground Replacement at Various District Sites**

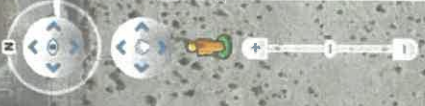
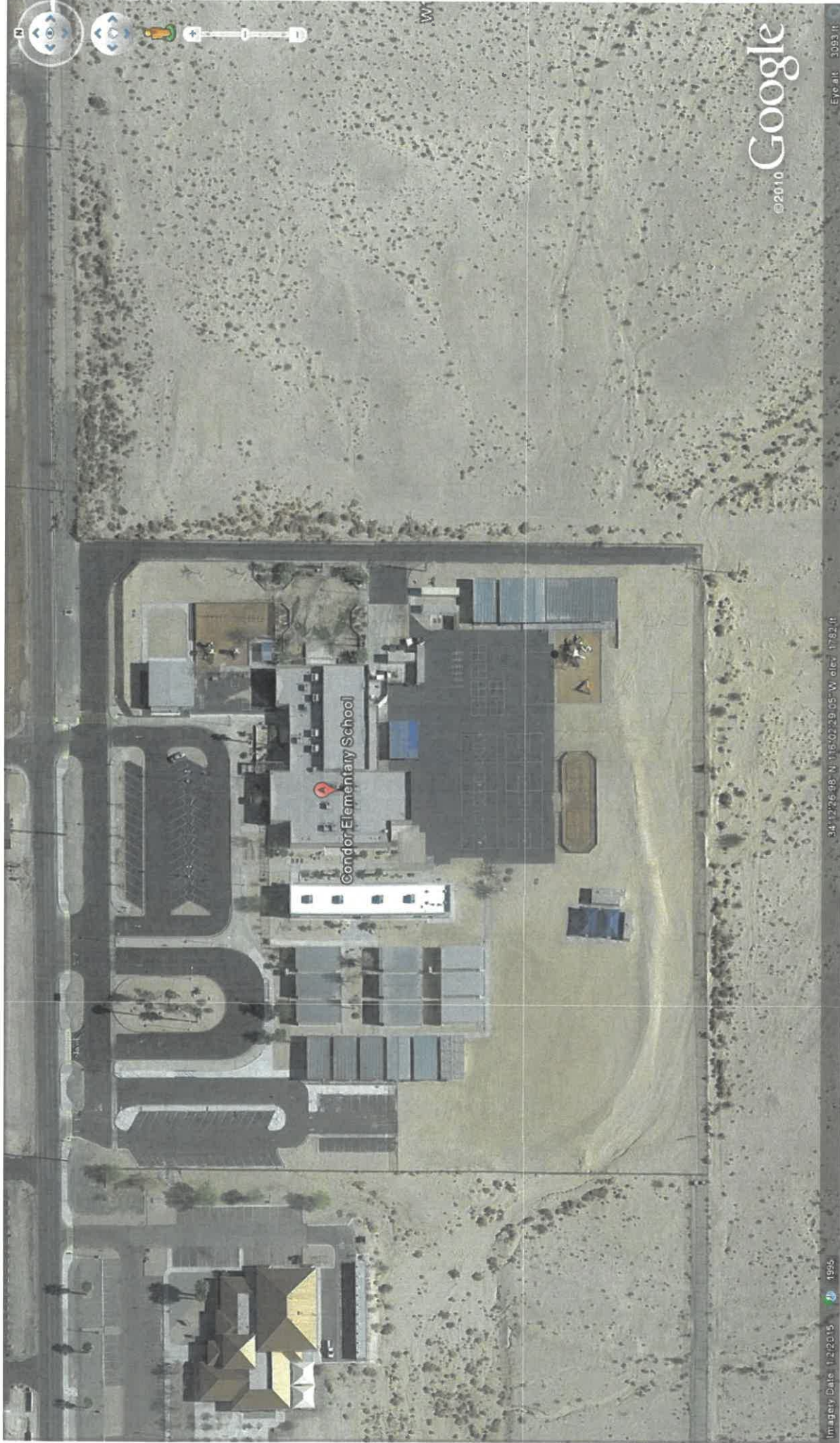
**(Condor Elementary School, Friendly Hills Elementary School, Oasis  
Elementary School, Onaga Elementary School, Palm Vista Elementary  
School, Twentynine Palms Elementary School, Yucca Mesa  
Elementary School and Plus Program School)**



# THE CAMPUSES OF THE MORONGO UNIFIED SCHOOL DISTRICT



- 1** **Morongo Valley Elementary School**  
10951 Hess Boulevard  
Morongo Valley  
Grades K-6  
363-6216
- 2** **Yucca Valley Elementary School**  
7601 Hopi Trail  
Yucca Valley  
Grades K-6  
365-3381
- 3** **Yucca Valley Community School**  
56020 Santa Fe Trail, Suite T  
Yucca Valley  
Grades 7-12 (County Program)  
228-1501/1132
- 4** **Yucca Valley High School**  
7600 Sage Avenue  
Yucca Valley  
Grades 9-12  
365-3391
- 5** **Landers Elementary School**  
56450 Reche Road  
Landers  
Grades K-6  
364-2382
- 6** **Onaga Elementary School**  
58001 Onaga Trail  
Yucca Valley  
Grades K-6  
369-6333
- 7** **Yucca Mesa Elementary School**  
3380 Avalon Road  
Yucca Valley  
Grades K-6  
228-1777
- 8** **Black Rock High School**  
59273 Sunnyslope Drive  
Yucca Valley  
Continuation (Alternative) High  
369-6310
- 9** **La Contenta Middle School**  
7050 La Contenta Road  
Yucca Valley  
Grades 7-8  
228-1802
- 10** **Friendly Hills Elementary School**  
2552 Sunny Vista Road  
Joshua Tree  
Grades K-6  
366-3812
- 11** **Joshua Tree Elementary School**  
4950 Sunburst Avenue  
Joshua Tree  
Grades K-6  
366-8459
- 12** **Twentynine Palms High School**  
72750 Wildcat Way  
Twentynine Palms  
Grades 9-12  
367-9591
- 13** **Oasis Elementary School**  
73175 El Paseo Drive  
Twentynine Palms  
Grades K-6  
367-3595
- 14** **Twentynine Palms Elementary School**  
74350 Playa Vista Drive  
Twentynine Palms  
Grades K-6  
367-3545
- 15** **Palm Vista Elementary School**  
74350 Baseline Road  
Twentynine Palms  
Grades K-6  
367-7538
- 16** **Twentynine Palms Junior High School**  
5798 Utah Trail  
Twentynine Palms  
Grades 7 and 8  
367-9507
- 17** **Condor Elementary School**  
2551 Condor Road  
Twentynine Palms  
Grades K-6  
367-0750
- 18** **Independent Continuing Education**  
59269 Sunnyslope Drive  
Yucca Valley  
3455 Luckie Avenue  
Twentynine Palms  
363-6216  
367-3709



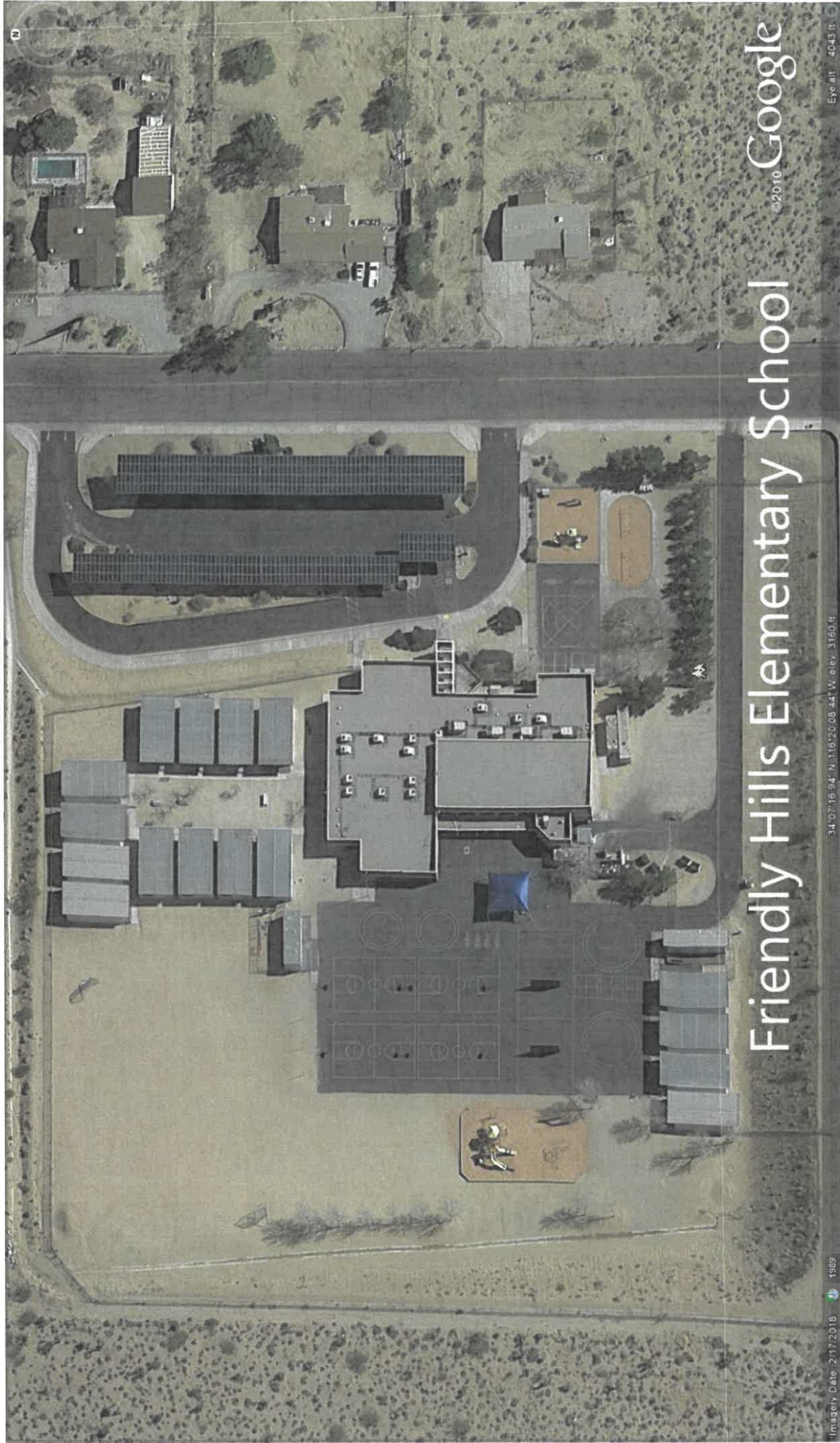
W

©2010 Google

Imagery Date: 11/2/2015

34°12'26.98" N 116°02'29.05" W, elev. 1782 ft

Eye alt. 3063 ft



# Friendly Hills Elementary School

©2010 Google

Imagery Date: 2/17/2018

34° 07' 16.94" N, 116° 20' 08.44" W, elev. 3160 ft

Eye alt: 4043 ft



©

WM16'04'33.36"

# Oasis Elementary School

©2010 Google

Imagery Date: 11/2/2015 1984

34° 08' 30.65" N, 116° 03' 57.75" W, elev: 2073 ft

Eye alt: 3086 ft

# Onaga Elementary School

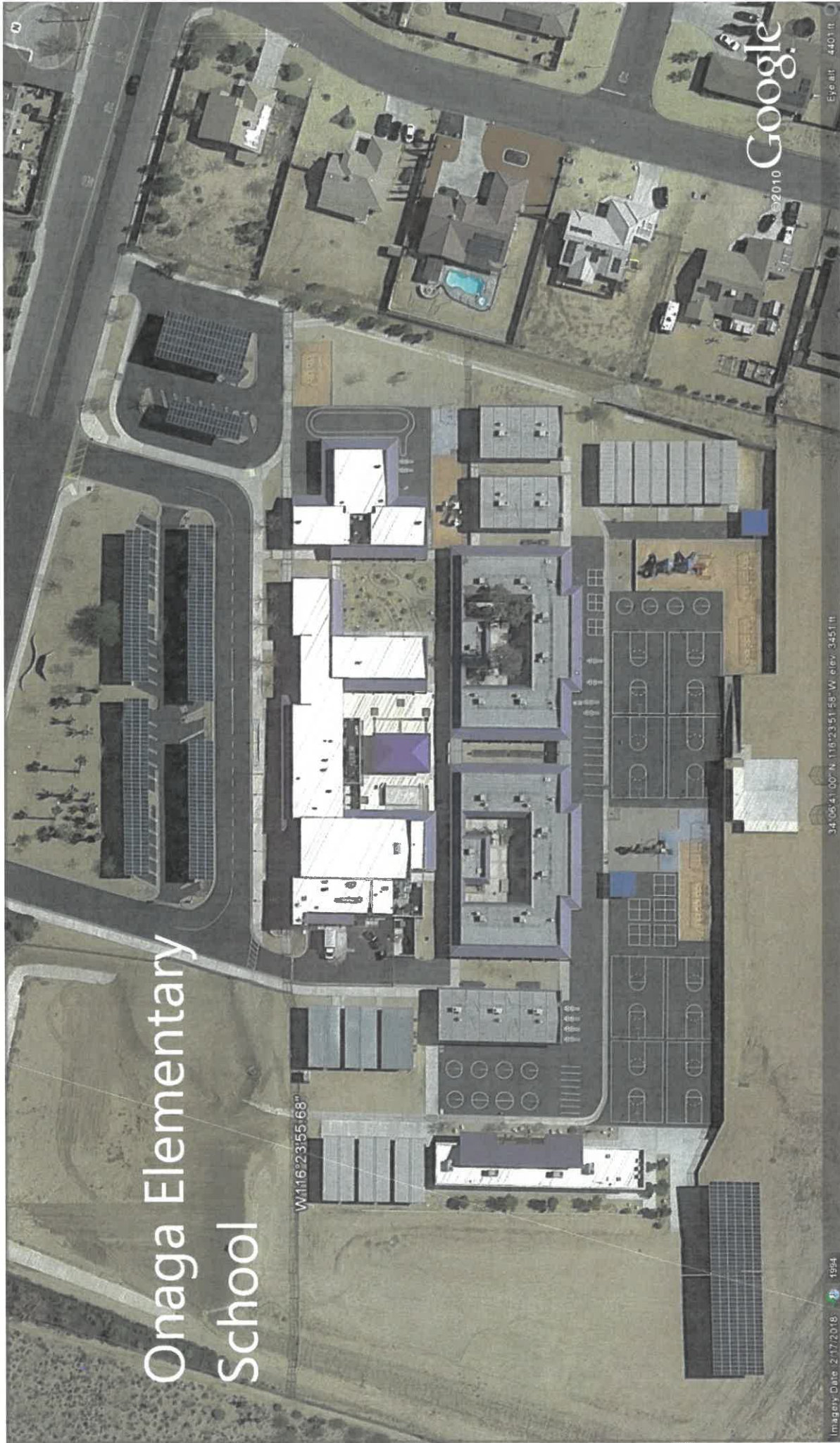
W116°23'55.68"

Imagery Date: 2/17/2018

34.064100° N, 116.235158° W, elev. 3451 ft

©2010 Google

Eye alt: 4401 ft



# Palm Vista Elementary School

W 116° 02' 19.68"

Imagery Date: 2/17/2018

34° 07' 19.87" N, 116° 02' 22.81" W, elev. 2058 ft

Eye alt: 3181 ft

©2010 Google





# Twentynine Palms Elementary School

N34°09'11.52" W116°02'19.68"

# Yucca Mesa Elementary School



Imagery Date: 1/2/2015

34.1126 117.1162 3.95 54.7 W elev 3435 ft

©2010 Google

Eye alt: 4399 ft



# Plus Program School

W116°02'19.68"

Located at:  
**5455 Luckie Ave.  
Twentynine Palms, CA 92277**



©2010 Google

Eye alt: 2305 ft

34.08°16'53" N 116°02'19.06" W elev. 1845 ft

Imagery Date: 02/2015 1995